

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, Room 5th Floor South

HARTFORD, CT 06106-1659

Pamela Anderson
Buyer Name

(860) 713-5088
Buyer Phone Number

RFP NO.:
08PSX0166

Proposal Due Date:
2 October 2008

RFP ADDENDUM #1

DESCRIPTION: **Port Security Grant Program for the Department of Emergency Management and Homeland Security.**

FOR: **Department of Emergency Management and Homeland Security.**

PROPOSERS NOTE:

1) Question: On page 10 of the PSRMP RFP, paragraph 5 under Proposal Content states: "Describe in detail at least three (3) examples of your firm's successful completion of contracts (**one directly related to PSRMP**) in the recent past to develop assessment plans or PSRMPs for MTS/maritime domains of similar size and scope and with similar waterborne commerce. Include a brief description of the work along with three (3) sample work tasks relative to scope of services. Examples must include individuals to be contacted with telephone numbers." Does that paragraph mean that one example must be directly related to an existing, formally titled PSRMP or a plan similar in scope and content to a PSRMP?

Answer: If proposers have a contract/past experience that was linked by title to a previously completed actual PSRMP, then it should be submitted. However, DAS and DEMHS recognize that there have only been a few done so far across the country. This requirement can be met if proposers provide examples of past contract experience producing a plan similar in scope and content to a PSRMP, and come up with three specific work tasks related to that type of plan that meets our RFP proposal content requirement.

2) Question: Proposal Requirements, page 10 of 19, Proposal Content, Paragraph 9. A schedule of current commitments and the degree of completion of each. Does this requirement pertain to the individuals proposed for this project or to the company as a whole?

Answer: This Proposal Content requirement pertains to the company/vendor as a whole. The response should reflect the company/vendor's commitments related to any on-going risk mitigation and management contracts, percentage completion, and/or any projected similar contractual commitments.

This Addendum must be Signed & Returned with your Proposal.

Authorized Signature of Proposer

Company Name

APPROVED _____

PAMELA L. ANDERSON

Contract Specialist

(Original Signature on Document in Procurement Files)

Date Issued: 3 November 2008

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659



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Contract Specialist

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Telephone Number

NOTICE TO VENDORS:

Logon to:

<http://www.das.state.ct.us/busopp.asp>
click on **Subscribe** (in the eAlert column) and
complete the form to automatically receive notification
of new Bids & RFP's **via e-mail**.

www.das.state.ct.us/busopp.asp

DAS CT State Web Site

pamela.anderson@ct.gov

Contract Specialist E-mail Address

(860) 622-2930

Fax Number

Request for Proposal (RFP)

SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

RFP Number: **08PSX0166** RFP Due Date & Time: **10 November 2008 at 2:00 pm Eastern Time**

DESCRIPTION: **Port-Wide Strategic Risk Management/Mitigation and Port-Wide Continuity-of-Operations Resumption-of-Trade Plan(s) for the Group II Ports of New London, New Haven and Bridgeport and associated Long Island Sound Area Maritime Security Zone.**

Special Instructions: Please read all documents carefully for Details and Specifications pertaining to this Request for Proposal.

NOTE: RFP's are not opened in public on the due date.

This contract replaces the following contract award(s) in part or in total: **NONE**

SEALED RFP NO.: 08PSX0166

**RFP DUE DATE/TIME: 10 November 2008
2:00 PM Eastern Time**

Return Proposal To:

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

***NOTE: Always use mailing label at left
on all packages when returning your
response.***

Responses must be time & date stamped by
DAS Procurement & cannot be accepted
after specified RFP Due Date & Time.

Allow sufficient time if responding by mail.

**Hand-delivered responses must go to:
DAS Customer Service, Room 110
165 Capitol Avenue, Hartford, CT**

Vendors will not be admitted to state
buildings without a valid photo ID.

STATE OF CONNECTICUT

PROPOSER'S CHECKLIST

RFP Number:
08PSX0166

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

1. ___ The Proposal, (RFP-26) must be signed by a duly authorized representative of the company. Unsigned proposals may be rejected.
2. ___ The **Price Schedule** (SP-16) you have offered have been reviewed and verified.
3. ___ The **payment terms are Net 45 Days**. Net Terms for periods less than 45 days (Ex. Net 30) may result in proposal rejection. (You may offer cash discounts for prompt payment.)

Exception: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.

4. ___ Any technical or descriptive literature, drawing or proposal samples that are required have been included with the proposal.
5. ___ If required, the amount of proposal surety has been checked and the surety has been included.
6. ___ Any addenda to the proposal have been signed and included.
7. ___ The pre-addressed mailing label has been used on your return mailing envelope or the envelope has been:
 - a. ___ marked with the Proposal Number and RFP Due Date &
 - b. ___ addressed to:

State of Connecticut
Department of Administrative Services
Procurement Division
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106-1659
8. ___ The proposal number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
9. ___ Mail or hand-deliver your proposal in-time to be received and date stamped by DAS Procurement no later than the designated RFP due date and time. Hand-delivered proposals must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Avenue, Hartford, CT. Late proposals are not accepted under any circumstances. Allow ample time if mailing in your proposal.
10. ___ Form DAS-45 Employment Information Form must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each proposal or proposal may be rejected.
11. ___ This Form is not to be returned with your proposal.

PROPOSAL
RFP-26 Rev. 05/07
Prev. Rev. 03/07

Pamela Anderson
Contract Specialist
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STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO. 08PSX0166

Read & Complete
Carefully

Page 1 of 3

RFP NO: 08PSX0166	RFP DUE DATE: 10 November 2008	RFP DUE TIME: 2:00 PM Eastern Time	RFP SURETY: \$0.00	DATE ISSUED: 16 October 2008
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DESCRIPTION: **Port Security Grant Program for the Department of Emergency Management and Homeland Security.**

FOR: Department of Emergency Management and Homeland Security	TERM OF CONTRACT One year from date of Contract Award.
	Agency Requisition Number(s): Port Security Grant Program for the Department of Emergency Management and Homeland Security.

REQUEST FOR PROPOSAL: Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting proposals for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

IMPORTANT: ALL pages of this form, Sections 1 through 3 must be completed, signed and returned by the proposer as part of the proposal package. Failure to submit all pages of this form may constitute grounds for rejection of your proposal.

Section 1 of 3 - **PROPOSER INFORMATION**

COMPLETE PROPOSER LEGAL BUSINESS NAME:		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
PRINCIPAL PLACE OF BUSINESS:		WRITE/TYPE SSN/FEIN NUMBER ABOVE	
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS)			
<input type="checkbox"/> CORPORATION TYPE OF CORPORATION: -		STATE ORGANIZED IN:	
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	

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DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.
08PSX0166

Read & Complete
Carefully

Page 2 of 3

Section 1 of 3 - **PROPOSER INFORMATION (CONTINUED)**

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				

PROPOSER E-MAIL ADDRESS	PROPOSER WEB SITE
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REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. SAME AS BIDDER ADDRESS ABOVE.

REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
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Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 08PSX0166, provide the Proposer Contact Information below.

PROPOSER CONTACT INFORMATION:	NAME (TYPE OR PRINT)
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PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Proposer Contact & Address information on back of this form, if needed.				

1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:
1 ST FAX NUMBER:		TOLL FREE PHONE:
2 ND FAX NUMBER:		TELEX:

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? YES (ATTACH CERTIFICATE COPY TO BID) NO

IF YOU ARE A **STATE EMPLOYEE**, INDICATE YOUR POSITION,
AGENCY & AGENCY ADDRESS.

FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)

<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	<input type="checkbox"/> EDI
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If EDI was selected, give us a person to contact in your company to set up EDI:

NAME:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	

FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)

<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL
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ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW OR ON BACK OF FORM IF NEEDED

PROPOSAL
RFP-26 Rev. 05/07
Prev. Rev. 03/07

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DEPARTMENT OF ADMINISTRATIVE SERVICES
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RFP NO.
08PSX0166

Read & Complete
Carefully

Page 3 of 3

Section 2 of 3 - **PROPOSER DEBARMENT AND/OR SUSPENSION**

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES NO

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES NO

If the abovesigned proposer, any company official or any subcontractor to the proposer *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 3 of 3 – **OTHER INFORMATION**

Refer to “Guidance for Vendor Authorizations” at:

http://www.das.state.ct.us/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf

Refer to “Guide to the Code of Ethics for Current or Potential State Contractors” at:

http://www.ct.gov/ethics/lib/ethics/2006_guide_for_contractors.pdf

STATE OF CONNECTICUT

PROPOSER'S STATEMENT OF QUALIFICATIONS

RFP Number: 08PSX0166

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A PROPOSER'S QUALIFICATIONS AND TO DETERMINE IF THE PROPOSAL SUBMITTED IS FROM A RESPONSIBLE PROPOSER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE MOST ADVANTAGEOUS PROPOSER TO THE STATE. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE PROPOSER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING PROPOSALS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **REQUEST FOR PROPOSAL** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

STATE OF CONNECTICUT
PROPOSER'S STATEMENT OF QUALIFICATIONS

RFP Number:
08PSX0166

Page 2 of 2

COMPANY NAME: _____

SIZE OF COMPANY
OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? YES NO

REGISTRATION DATE, IF AVAILABLE: _____

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE
ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE? YES NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS
OF THIS RFP.

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS, GUILTY PLEAS OR NOLO CONTENDERES AGAINST YOUR COMPANY AND
ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND
LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS
MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS,
PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS,
DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM.
INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE
AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION,
ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE
(3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS
COMPLETE AND TRUE.

SIGNATURE

DATE

TITLE

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.:
08PSX0166

Pamela Anderson
Buyer Name
(860)713-5088
Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern all Request for Proposals issued by the Department of Administrative Services ("DAS"). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

Proposers shall comply with the statutes and regulations as they exist on the date of their proposal and as they may be modified from time to time during the term of the contract, as it may be amended.

Submission of Proposals

1. Proposals must be submitted to and received and stamped as received by DAS Procurement Services on such forms as DAS may make available. Telephone or facsimile proposals will not be accepted in response to a Request for Proposals ("RFP").
2. The time and date proposals are due is given in each RFP. Proposals received after the specified due date and time given in each RFP shall not be considered and shall be returned unopened. RFP envelopes must clearly indicate the RFP number as well as the date and time that the proposal is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.
3. Incomplete RFP forms may result in the rejection of proposals. Amendments to proposals received by DAS after the due date and time specified shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer. Unsigned proposals may be rejected. Errors, alterations or corrections on both the original and any copies of the price schedule to be returned must be initialed by the person signing the proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the proposal, and subject only to cash discount.
5. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in proposal prices.
6. All proposals are subject to public inspection after the execution of the contract.

7. The successful Proposer shall be bound by the terms and conditions of the form contract that is attached to the RFP, as it may be modified by agreement of the parties.

Guaranty or Surety

8. Proposal and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

9. The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
10. Samples are furnished free of charge. Proposers must indicate if their return is desired, which DAS shall do or cause to do provided that they are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

11. A contract will be awarded to the Proposer or Proposers whose proposals DAS deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP, always taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
12. DAS may reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
13. DAS may, in accordance with and pursuant to the Regulations of Connecticut State Agencies, correct inaccurate awards resulting from clerical or administrative errors.

Contract

14. Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:
 - (a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
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RFP NO.:
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Buyer Name
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Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 2 of 3

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

15. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is **18 April 2008**.

16. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

17. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

18. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes

STANDARD RFP
TERMS AND CONDITIONS
RFP-19 Rev. 06/08
Prev. Rev. 08/07

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.: 08PSX0166

Pamela Anderson
Buyer Name
(860)713-5088
Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 3 of 3

and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the

Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

STATE OF CONNECTICUT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

EMPLOYMENT INFORMATION FORM

RFP Number:
08PSX0166

Company Name Street Address City State	Contact Person	Phone Number	Date
-------------------------------------------------	----------------	--------------	------

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

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
----------------------------------------------------------------------------------------------------------------------------	----------

Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
-------------------------------------------------------------------------------------------------	----------

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

STATE OF CONNECTICUT

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

RFP Number:
08PSX0166

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the RFP, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the RFP.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) **ss:** *A.D., 20* _____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

_____.
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public) (Seal)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

08PSX0166

Pamela Anderson
Contract Specialist
(860)713-5088
Telephone Number

Vendor Authorization Guidelines- Page 1 of 2

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company

to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC's that do not have boards of directors, must submit the following:

- 1) a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company

to enter into a contract.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

08PSX0166

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Telephone Number

Vendor Authorization Guidelines- Page 2 of 2

PARTNERSHIPS – Partnerships, like LLC’s, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation’s resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC’s management or operations agreement.

SOLE PROPRIETORS - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp. Scroll down until you see the heading “**Vendor**” on the far right side of the screen. Then click on “**Vendor Authorization Guidelines and Samples**”.

**NONDISCRIMINATION
CERTIFICATION
For Individual Contractor**
FORM INDC Rev. 4/08
Prev. Rev. 9/07
Pamela Anderson
Contract Specialist

(860)713-5088
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

**Solicitation
Number:
08PSX0166**

PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Individual Contractor
Nondiscrimination Certification – Page 1 of 1

I, _____, of _____
Signer's Name *Business Address*

am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for Contract Number 08PSX0166. I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned has executed this certificate this _____ day of _____, 20____.

Signature

Effective June 25, 2007

Pamela Anderson
Contract Specialist

(860)713-5088
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Solicitation Number: 08PSX0166

Nondiscrimination Certification – Page 1 of 1

I, _____, _____ of
Signer's Name Title

_____, an entity lawfully organized and existing under the laws of
Name of Entity

_____, do hereby certify that the following is a true and correct copy of a
Name Of State Or Commonwealth

resolution adopted on the _____ day of _____, 20____ by the governing body of

_____, in accordance with all of its documents of governance and management
Name Of Entity

and the laws of _____ and further certify that such resolution has not been modified, rescinded or
Name Of State Or Commonwealth

revoked, and is at present in full force and effect.

RESOLVED: That _____ hereby adopts as its policy to support the
Name of Entity

nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____, 20_____.

Signature

Effective June 25, 2007



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

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

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

Request for Proposals

Port-Wide Strategic Risk
Management/Mitigation and Port-Wide
Continuity-of-Operations Resumption-of-Trade
Plan(s) for the Group II Ports of New London,
New Haven, and Bridgeport and associated
Long Island Sound Area Maritime Security
Zone

Department of Administrative Services

Contract Specialist: Pamela L. Anderson

Date Issued: October 16, 2008

Due Date: November 10, 2008



State of Connecticut

Department of Administrative Services

Announcement of Request for Proposals to provide

**Port-Wide Strategic Risk Management/Mitigation and Port-Wide
Continuity-of-Operations Resumption-of-Trade Plan(s) for the
Group II Ports of New London, New Haven, and Bridgeport and
associated Long Island Sound Area Maritime Security Zone**

Date October 16, 2008

RFP No. 08PSX0166

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address provided in this Request for Proposal ("RFP") for furnishing the commodities and/or services herein listed.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Port-Wide Risk Management/Mitigation and Port-Wide Continuity-of-Operations Resumption-of-Trade Plan(s) for the Long Island Sound Area Maritime Security Zone and Group II Ports of New London, New Haven, and Bridgeport to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

Request for Proposals

Port-Wide Strategic Risk Management/Mitigation and Port-Wide Continuity-of-Operations Resumption-of-Trade Plan(s) for the Group II Ports of New London, New Haven, and Bridgeport and associated Long Island Sound Area Maritime Security Zone

Overview

United States Coast Guard (USCG) Sector Long Island Sound (LIS) Area Maritime Security Committee (AMSC) is made up of partners and stakeholders from three Group II ports and various Group IV ports under the direction of the USCG Captain of the Port (COTP) as Federal Maritime Security Coordinator (FMSC) for the Long Island Sound Maritime Security Area and Marine Transportation System (MTS) as encompassed by the COTP LIS Zone. These Group II and Group IV port areas are defined through the Federal Emergency Management Agency (FEMA) Port Security Grant Program) (See Fiscal Year 2008 PORT SECURITY GRANT PROGRAM GUIDANCE AND APPLICATION KIT FEBRUARY 2008 found at <http://www.fema.gov/government/grant/index.shtm>).

The USCG COTP serves as the FMSC, described in 46 U.S.C. 70103(a)(2)(G) for the COTP zone, in accordance with the Marine Transportation Security Act (MTSA) of 2002 as codified in 46 U.S.C. Chapter 701 (as implemented by Title 33 Code of Federal Regulations (CFR) Subchapter H Maritime Security) and as amended by the "Security and Accountability For Every Port Act of 2006" or the "SAFE Port Act" (<http://thomas.loc.gov/cgi-bin/bdquery/z?d109:HR4954>). The COTP is also the Port Facility Security Officer as described in the International Ship and Port Facility Security Code (ISPS), as incorporated into the International Convention for the Safety of Life at Sea Convention (SOLAS). COTP means the local officer exercising authority for the COTP zone. The LIS COTP Zone is described in 33 CFR Part 3.05-35.

The LIS AMSC operates under terms specified in a written charter that meets the statutory requirements contained in the MTSA and Title 33 CFR Part 103 for Area Maritime Security Committees. The LIS AMSC may advise, consult with, report to, and make recommendations to the FMSC (or in his/her absence, the Alternate FMSC) on matters relating to maritime security. The FMSC will consider the information, advice, and recommendations of the LIS AMSC in formulating plans, policy and tactics regarding matters affecting maritime security for the LIS COTP zone, seeking success through Awareness, Prevention, Protection, Response, Recovery, Service and Organizational Excellence.

The FMSC executes the homeland security mission for the COTP LIS Zone in part through use of the LIS AMSC as a framework to address threats, vulnerabilities, risks and consequence management related to the Marine Transportation System (MTS). The LIS AMSC will further homeland security by assisting the FMSC in this mission, or other related missions as appropriate, through coordinated collaboration, planning, information sharing, education, training, and other preparedness activities. The LIS AMSC assists and advises the FMSC in development, review and update of an Area Maritime Security Plan (AMSP) for the COTP zone's maritime domain to consider potential disruptions to its MTS or the implications of a Transportation Security Incident. This includes a supporting Port-Wide Strategic Risk Management/Mitigation and Port-Wide Continuity of Operations Resumption of Trade

Plan for the Group II Port areas of New London, New Haven and Bridgeport, and the associated Long Island Sound Area Maritime Security Zone. The LIS AMSC's input to these plans further strengthens the framework for communication and coordination amongst MTS stakeholders. The LIS AMSC mechanism facilitates communication of, and response to Maritime Security (MARSEC) level changes, while also supporting the National Response Framework (NRF), working in concert with other response entities, to improve preparedness, recovery and resilience. The LIS AMSC also provides a single-forum link between national, state, international, public and private maritime interests and functions collectively on behalf of those interests and MTS stakeholders.

The LIS COTP Zone Maritime Domain: The LIS AMSP will encompass the MTS of the LIS COTP Zone. The LIS COTP Zone is referenced in 33 CFR Part 3.05-35. This includes the marinas, rivers, bridges, waterfront facilities, coastline and waterways, marine infrastructure bounded by the Connecticut/New York border (Port Chester area) to the CT/Rhode Island border (Watch Hill Point area) and the northern coastline of Long Island (from Matinecock Point east to Orient Point/Plum Island east across the "Race" to Plum Island), extending out to sea 200 nautical miles. Key ports within this area include the Group II Ports of Bridgeport, New Haven and New London as well as other smaller port areas in CT and on the north and south shores of Long Island. The port areas are defined in greater detail in the AMSP.

Port Security Grant: The State of Connecticut (Department of Emergency Management and Homeland Security (CT DEMHS) is serving as Fiduciary Agent (FA) for the federal 2008 Port Security Program Grant funds that have been designated for the Group II Port areas of New London, New Haven and Bridgeport. The FA is responsible for maintaining compliance with the award's administrative and reporting requirements. The FA will take its direction from the FMSC and the AMSC and administer the grant funds accordingly. The FA will serve as the principal point of contact with FEMA for application, management and administration of the FY 2008 PSGP award. The FA, however, is not the sole decision maker on the use of these funds. The FMSC/COTP and the designated representatives of the AMSC are responsible for the development of a 1) Port-Wide Risk Management and Mitigation Plan and 2) Port-Wide Continuity-of -Operations/Resumption-of-Trade Plan, hereafter referred to in total as the "Port-Wide Strategic Risk Management Plan" (PSRMP), for the Group II port areas and the associated LIS area maritime security zone. The PSRMP will serve as the foundation for the decision/approval process for Investment Justifications that are submitted based on the needs identified in the PSRMP. The federal grant awards are conditioned so that a regional consensus for the Group II Port areas, in conjunction with the FMSC/COTP and AMSC, must be reached on how the funding is to be used.

The objective of the PSRMP is to establish a strategy through action planning for the Group II Port areas and the associated Long Island Sound Area Maritime Security Zone to address the prevention of, protection against, response to, and recovery from major transportation security incidents (to include "all hazard" compatibility) related to the associated MTS, in order to minimize the impact upon lives, property and the economy (local, regional, national). (NOTE: See FEMA overview: FY 2007 Supplemental Funds for Transit and Port Security Grants and Emergency Management Performance Grants - August 16th, 2007). **Please See Attachment B for further details regarding the PSRMP background.**

Additionally, the PSRMP will align with State of Connecticut and State of New York Preparedness Reports, Homeland Security Strategies and Goals, and the National Priorities.

The principal focus of PSRMP in support of the FMSC/AMSC homeland security efforts should be to "ensure security across the port area and to enhance the port area's resiliency through redundancy or alternative systems for critical infrastructure, taking into account single node failures including transportation routes, utility systems, communications systems, and/or primary operating systems for cargo handling. The PSRMP should support the enhancement of rapid recovery capabilities as well as articulate a strategy for ensuring business continuity and resumption of trade within the port in the

event of an emergency. The PSRMP should also consider items such as remote inventories of critical parts/materials, salvage and MTS repair equipment, as well cooperation with neighboring ports/facilities in the event of a prolonged adverse impact resulting from man-made security events." (NOTE: See FEMA Overview: FY 2008 Port Security Grant Program - February 1st, 2008).

In developing the PSRMP, reference should be made to the format outlined in the "Emergency Preparedness and Continuity of Operations Planning Manual for Best Practices" available through the American Association of Port Authorities and USCG HOMEPORT <http://homeport.uscg.mil> website.

Scope of Services

At a minimum, the PSRMP will:

1. Strategically consider the entire Group II port areas and the related MTS as a system/network in order to identify and execute a series of actions designed to mitigate risks to the MTS' maritime critical infrastructure and key resources (MCI/KR), while leveraging supporting grant programs and resource, support, and supplier relationships. Within this area, the MCI/KR includes all owners and operators of federally regulated terminals, facilities, U. S. inspected passenger vessels or ferries; port authorities or other State and local agencies providing layered security to federally regulated facilities; and consortia composed of local stakeholder groups representing federally regulated ports, terminals, facilities, U. S. inspected passenger vessels or ferries.
2. Identify those Authorities, Capabilities, Capacities, Competencies, and Partnerships (ACCCP) needed to address the highest port risks along the DHS security continuum of Awareness, Prevention, Protection, Response, and Recovery.
3. For a five-year period, identify those security needs and integrated/layered investments and risk-buy down strategies that should/could be funded under the Port Security Grant Program, and are aligned with National Priorities and other regional Grant funded programs.
4. Expand the emphasis on port-wide partnerships, regional management of risk, and Business Continuity/Resumption of Trade.
5. Prioritize port-wide security strategies and actions that address surface/under water and land-based threats.
6. Target best risk-mitigation strategies achieving sustainable port-wide security and Business Continuity/Resumption of Trade planning.
7. The PSRMP should form the basis for aligning specific grant-funded security projects under this and future year PSGP and the Connecticut and New York State's Preparedness Reports, Homeland Security Strategies and Goals, and the National Priorities.
8. The PSRMP will incorporate guidance contained in:
 - a. The National Strategy for Maritime Security - September 2005.
 - b. The Maritime Infrastructure Recovery Plan - April 2006.
 - c. International Strategy to Enhance Supply Chain Security.
 - d. The National Infrastructure Protection Plan.
 - e. The National Maritime Transportation Security Plan.
 - f. The Long Island Sound Area Maritime Security Plan.
 - g. The Long Island Sound Area Contingency Plan.
 - h. Local and State Emergency Operations Plans.
 - i. Fiscal Year 2008 PORT SECURITY GRANT PROGRAM GUIDANCE AND APPLICATION KIT FEBRUARY 2008 found at <http://www.fema.gov/government/grant/index.shtm>).
 - j. Federal Preparedness Circular #65.
 - k. American Association of Port Authorities (AAPA) "Emergency Preparedness and Continuity-of-Operations Planning Manual".
 - l. State of Connecticut (CT) State Preparedness Report.
 - m. CT Homeland Security Strategy/Goals.

- n. State of New York State Preparedness Report, as it relates to the Long Island region.
- o. "Transportation in Connecticut, The Existing System"
http://www.ct.gov/dot/lib/dot/documents/dpolicy/exist_sys.pdf published by the Office of Policy, CT DOT.
- p. Dominion Millstone Station Nuclear Power Plant Waterside Assessment Report from the DHS Comprehensive Review process.

Link to/Alignment with Area Maritime Security Plan (AMSP):

Developed under the authority of Section 102 of the Maritime Transportation Security Act of 2002 (MTSA), P.L. 107-295, codified in 46 USC 70101-70117, the Area Maritime Security Plan (AMSP) ensures that all levels of prevention and response throughout the MTS have the capability to work efficiently and effectively together using a regional approach to domestic incident management. The procedural and incident oriented focus of the AMSP and the desired end state, have helped to drive the development of the PSRMP, specifically the response and recovery elements. It is expected that a number of the projects, investments and initiatives identified in the PSRMP will enhance capabilities and procedures that are outlined in the AMSP. The AMSP is currently being revised and updated to reflect changes since it was first written in 2004.

Relationship between the PSRMP and other Federal Plans

The development of the PSRMP has been informed by and is consistent with the guidance, policies and procedures that are enumerated in each of the relevant federal, state, local and private sector plans including but not limited to the Security Attributes of a Model Port and Guidelines for their Use, the National Response Framework (NRF) which revised the National Response Plan, the National Strategy for Maritime Security (NSMS) and its eight supporting sub plans, the National Maritime Transportation Security Plan (NMTSP) and the Area Maritime Security Plan (AMSP). The figure below shows the relationship between the PSRMP and each of the other plans that impact the maritime industry.

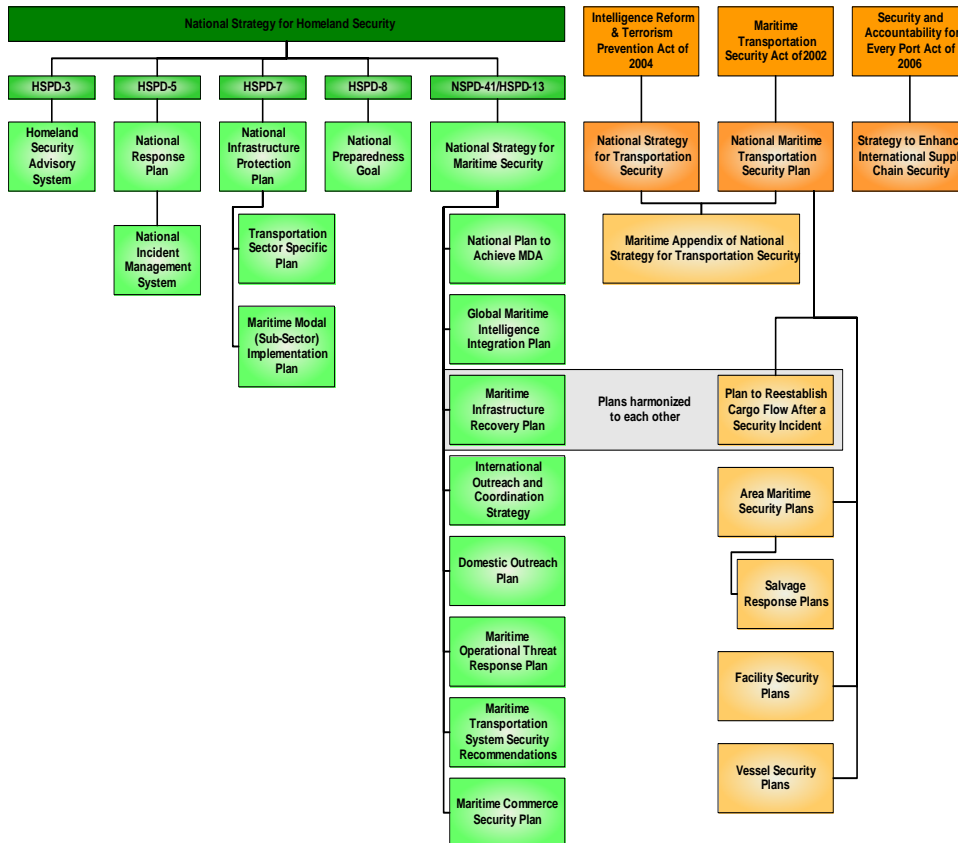


Figure: Relationship between the PSRMP and other Federal Plans:

In order to be considered responsive, vendors must present examples of related experience in the above-mentioned subject matter. In general summary, the firm selected must perform a comprehensive vulnerability and threat assessment, including a complete review of past assessments, understanding and inventory of related grant programs, perform a gap analysis and recommend risk reduction measures including strategies to further reduce, control or avoid threats and mitigate the consequences and impacts of adverse events in the LIS Group II Port areas listed in Table #2, page 10, of the FY08 DHS PSGP Guidance and Application Kit found at <http://www.fema.gov/government/grant/index.shtm>). In addition, vendors must assure that when recommending risk reduction measures (potential projects) that they fall within the allowable priority and funding targeted for the Group II Port areas as specified on page 4-5 of the PSGP Guidance.

The selected vendor will submit final recommendations to a select group of LIS AMSC members (who will be selected by the FMSC). They will submit the recommendations to the FMSC and seek consensus from the Executive Steering Committee of the AMSC on key components of the PSRMP. The selected vendor will be responsible for organizing and facilitating meetings with all parties for information collection, updates and progress reports. The selected vendor will be required to have access to Sensitive Security Information (see pertinent attachment) during this project and must agree to execute a DHS non-disclosure agreement (DHS Form 11000-6 (08-040)) by all project team members. All members of the project team may be required to have a Transportation Workers Identification Credential (TWIC) prior to project award.

The remainder of this document provides information that will allow a prospective vendor to understand the scope of the effort and develop a proposal in the format desired by the FA representing LIS FMSC/AMSC.

Product and/or Service Specifications

Statement of Work and Deliverables

The FMSC/AMSC requires the following work to develop the deliverable elements of the Port-Wide Strategic Risk Management/Mitigation and Port-Wide Continuity-of-Operations Resumption-of-Trade Plan(s) for the Group II Ports of New London, New Haven, and Bridgeport and associated Long Island Sound Area Maritime Security Zone (otherwise referred to "in total" as the PSRMP).

Work Breakdown Structure

The Vendor will use the guidance summarized below, and as detailed in the RFP's previous "Overview" and "Scope of Services" sections, and their related attachments, to complete the below tasks in order to perform the contract. As needed, the FMSC designates members from the AMSC that will provide the Vendor with information that will allow the Vendor to scope the level of effort required to complete the work: (refer to attached CONOPS).

1. Conduct a Port-Wide All Hazard Risk and Area Maritime Security Strategy Gap Analysis across the continuum of the DHS strategic goals of Awareness, Prevention, Protection, Response, and Recovery. Note: The FMSC has already conducted extensive Risk Analysis using the USCG's Maritime Security Risk Analysis Model (MSRAM). This data will be made available for use by the selected vendor using proper DHS Non-disclosure procedures in accordance with 49 CFR 1520. As needed, the FMSC will also provide Port Vulnerability assessments that have been previously completed.
2. Using the results of item 1 above, develop the elements of a PSRMP, as follows:
 - a. Conduct a Port-Wide Essential Function/Operation Gap Analysis that identifies personnel, resources and data systems, along with Authorities, Capabilities, Capacities, Competencies, and Partnerships, required to perform/support identified essential functions/operations needed to support the overall PSRMP.
 - b. Develop a prioritized, specific, PSGP funded, 5-year project plan for the LIS Group II Port areas listed in Table 2 of the FY08 PSGP Grant Guidance that details future acquisitions and use of grant funds to support the overall PSRMP, and relates where possible or applicable with the State of Connecticut and State of New York's Homeland Security Strategies and Goals.
 - c. Using Federal Preparedness Circular #65 and American Association of Port Authorities (AAPA) "Emergency Preparedness and Continuity-of-Operations Planning Manual" as guides, along with information identified above, develop a prioritized, specific Port-Wide Continuity-of-Operations/Resumption of Trade Plan(s) element of the overall PSRMP. Reference the USCG's Essential Elements of Information used for MTS Recovery.

Deliverables

1. Port-Wide All Hazard Risk and Area Maritime Security Strategy Gap Analysis - 60 days post contract award. FMSC/AMSC review/comments/approval returned to vendor - 75 days post contract award.
2. Draft Port-Wide Essential Function/Operation System Analysis element of the overall PSRMP - 90 days post contract award.
3. Draft Strategic Risk Management/Mitigation plan element of the overall PSRMP - 90 days post contract award.

4. Draft Port-Wide Continuity-of-Operations/Resumption of Trade Plan element of the overall PSRMP - 150 days post contract award.

5. Final Port-Wide Essential Function/Operation System Analysis and Strategic Risk Management/Mitigation plan elements of the overall PSRMP - 60 days post FMSC receipt of Federal review and approval of draft submittals.

6. Final Port-Wide Continuity-of-Operations/Resumption of Trade Plan(s) - 30 days post FMSC receipt of Federal review and approval of draft submittal.

7. Prioritized specific grant-funded 5-year project plan under this and future year Port Security Grant Program (PSGP) that support items 5 and 6 above for the LIS Group II Port areas listed in Table 2 of the FY08 PSGP Grant Guidance - 30 days post FMSC receipt of federal review and approval of draft port-wide continuity of operations/resumption of trade plan.

At the conclusion of this project, the AMSC will require the Vendor to provide executive written documentation of the approach, findings and recommendations associated with this project. A formal presentation of the findings and recommendations summarized by this document to the AMSC Executive Steering Committee will also be required at no additional cost. The documentation shall consist of the following.

Executive Summary

A document developed to summarize the scope, approach, findings, and recommendations, in a manner suitable for the AMSC executive management.

Special Conditions: Federal Regulations

Contracts will comply with U.S. Department of Homeland Security – Financial Management Guide and all required regulations, and any and all grant conditions applied to Grant Number 2008-GB-T8-K068 FY08 Port Security Grant Program issued to the CT DEMHS as Fiduciary Agent.

Proposal Requirements

Guidelines for Proposal Preparation

Proposal Submission

Vendor's proposal shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters/content specified and sufficient to define its proposal, and to provide an adequate basis for the AMSC evaluation of the Vendor's proposal.

Proposal Content

Each responding consulting firm shall provide six (6) copies (1 original and 5 copies, 6 total) of their proposal, giving detailed information on the following:

1. Describe in succinct terms your understanding of the Fiscal Year 2008 (FY2008) Port Security Grant Program.
2. Firm history, location, capabilities, etc. Detail as outlined in **CONCEPT OF OPERATIONS** (See Attachment A). Provide biographies and relevant experience of key staff and management personnel. List the personnel who would work on this project along with their qualifications and relevant experience. Clearly identify the Project Manager who would be assigned to this project and their qualifications.
3. Describe how you propose to develop the PSRMP. A Concept of Operations (CONOPS) for developing the Plan has been submitted to the Federal Emergency Management Agency (FEMA) for approval. Firms should use the information in this RFP and the CONOPS, as foundation, to prepare their responses. **(See CONOPS Attachment A)**
4. Provide evidence of your organization's knowledge and experience in critical infrastructure, maritime security, continuity of operations and resumption of trade planning, MTSA and Long Island Sound MTS challenges. Provide samples of reports or previous examples of non-classified materials and studies that detail information on risk analysis and risk management / mitigation methodology employed by the vendor.
5. Describe in detail at least three (3) examples of your firm's successful completion of contracts (one directly related to PSRMP) in the recent past to develop assessment plans or PSRMPs for MTS/maritime domains of similar size and scope and with similar waterborne commerce. Include a brief description of the work along with three (3) sample work tasks relative to scope of services. Examples must include individuals to be contacted with telephone numbers.
6. Provide three (3) current Corporate, Federal or Municipal references including the entity's name, contact name, title, address, telephone number and client relationship synopsis. In addition, the vendor should list all other ports whose plan development the vendor is competing for under the 2008 Port Security Grant Program as well as any port that may have already awarded a contract for similar services.
7. Describe the method and approach you expect to use to manage the overall project and any client correspondence. In this section, the vendor should describe the various phases that this project will progress through to reach the desired end state. The vendor should also describe the number of and content of meetings and briefings proposed, to collect information and update the FMSC, designated AMSC members and MTS stakeholders as the PSRMP progresses.
8. A list of services which would not be performed in-house and a list of consultants and their qualifications, which would provide these services for the firm.
9. A schedule of current commitments and the degree of completion of each.
10. Evidence of coverage of professional liability insurance.
11. Provide evidence that firm is licensed to do business in the State of Connecticut.

Proposal Response Submission Format

The submitted proposals are suggested to include each of the following sections to clearly delineate the vendor's Concept of Operations for Development of the PSRMP:

Executive Summary

Scope, Approach, and Methodology

Project Management Approach

Deliverables

Detailed and Itemized Costs--

Appendix (References)

Appendix (Project Team Staffing) (**please include Attachment D titled Labor Category Qualifications**)

Appendix (Company Overview)

Detailed Response Requirements

The detailed requirements for each of the above-mentioned sections are as follows.

Executive Summary

This section will present a high-level synopsis of the Vendor's responses to this RFP. The Executive Summary should be a brief overview of the proposed Plans. The Executive Summary should describe the Vendor's RFP responses to Strategic View, Background, Challenges, and Operating Environment.

Scope, Approach, and Methodology (see sections titled Scope of Services)

This section of the RFP response will describe how the Vendor will develop the Plans. The Plans will describe how to build security and business resiliency into port operations. The RFP response should describe how the LIS Area Maritime Security Area would quickly pivot their port security activities to address changing threat environments, while minimizing the negative downstream economic impact of those port security activities.

The RFP response will describe how the Vendor intends to integrate business and security systems/networks using best-practice rule sets/doctrine statements in order to harmonize port security and port operation systems, while also complying with laws and regulations surrounding port security and supply chain logistics.

Project Management Approach

This section of the RFP should describe the method and approach the Vendor expects to use to manage the overall project and any client correspondence. In this section, the Vendor should describe the various phases that this project will progress through to reach the desired endstate.

Deliverables

This section should include descriptions and samples of the types of reports used to summarize and provide detailed information on risk analysis, and risk management/mitigation methodology.

Detailed and Itemized Costs (Please see Price Schedule RFP-16 Exhibit B)

This section will include vendor's detailed breakdown of cost estimation methodology and other direct cost.

Appendix: References

Include three current corporate references, including company name, contact name, title, address, telephone number and client relationship synopsis.

Appendix: Project Team Staffing

Include biographies and relevant experience of key staff and management personnel. List the personnel who would work on this project along with their qualifications and relevant experience.

Appendix: Company Overview with Profile

Include official registered name (Corporate, D.B.A., Partnership, etc.), Dun and Bradstreet Number, primary and secondary telephone numbers, address and fax numbers. Include name of person authorized to contractually bind the organization for any proposal against this RFP.

Profile

1. Supply legal firm name, headquarters address, local office addresses, state of incorporation, and key firm contact names with their phone numbers and e-mail addresses.
2. Supply the interested firm's federal ID number and Dun and Bradstreet number.
3. Is the interested firm legally authorized, pursuant to the requirements of the Connecticut Statutes, to do business in the State of Connecticut?
4. All firms are required to permit the State Agent to inspect and examine their financial statements in order to demonstrate their financial capabilities. Each firm shall submit two (2) years of financial statements for review. If a firm is privately held and asserts that its financial statements are confidential trade secret information, the firm shall still make its financial statements, which, it asserts are confidential, available in Hartford, CT (CT DEMHS), for inspection and examination by the appropriate State staff prior to evaluation rating. The financial statements are not required to be audited financial statements. An element of responsibility for purposes of disclosing the financial statements is that the firm act in good faith in making its disclosure. Therefore, with respect to the number of years of financial statements, the firm must fully disclose the information for all years available; provided, however, that if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements. The State Agent may consider the unavailability of the most recent year's financial statements in its evaluation.
5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the interested firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.
6. List all business related claims, arbitrations, administrative hearings, and lawsuits that are pending or were filed during the last three (3) years brought by or against the firm, its predecessor organization(s), or any wholly-owned subsidiary including but not limited to those claims, arbitrations, administrative hearings and lawsuits that allege negligence, error, or omission, or default, termination, suspension, failure to perform, or improper performance of an obligation of a contract or a legal duty related to a contract. The list should include all case names; case, arbitration, or hearing identification numbers; identification of the project involved in the dispute; a description of the subject matter of the dispute; and the final outcome or current status if the matter has not become final.
7. List and describe all criminal proceedings or hearings concerning business related offenses in which the interested firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
8. Has the interested firm, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.
9. Has your company ever failed to complete any work awarded to you? If so, where and why?
10. Has your company ever been terminated from a contract? If so, where and why?
11. Insurance Requirements: Attached is a sample Certificate of Insurance. It reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal but it is necessary to submit certificates indicating that the firm currently carries the insurance or to submit a letter from the carrier indicating upgrade availability.
12. Does your firm have a Drug Free Workplace Program?
13. Does your firm have a location within Connecticut? If so, provide the address.

Protection of Security Information Requirements

Vendor will be required to be in accordance with SSI Information. (See Attachment C)

- A. SENSITIVE SECURITY INFORMATION (SSI), 49 CFR 1520
- B. NAVIGATION AND VESSEL INSPECTION CIRCULAR NO. (NVIC) 10-04 GUIDELINES FOR HANDLING OF SENSITIVE SECURITY INFORMATION (SSI) ISSUED 20 AUGUST 2004
- C. DEPARTMENT OF HOMELAND SECURITY (DHS) MANAGEMENT DIRECTIVE (MD) NUMBER 11056.1, SENSITIVE SECURITY INFORMATION (SSI)
- D. DHS MD4300.Pub, Volume I, Part A, Policy Guide for Sensitive Systems, para 3.2, Contractors and Outsourced Operations (2nd and 3rd policy statements); para 4.10.2, Disaster Recovery & Continuity of Operations.
- E. TSA 1400.3, Information Technology Security Manual, Chapter 3, Section 10 – Continuity of Operations)

Additional Proposal requirements

I. Contract Period

The State intends that this contract shall be in effect for a period of 1 year from date of Contract Award.

The State reserves the sole right to extend this contract for a period up to the full original contract term or parts thereof.

II. Mandatory Extension to State Entities

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the “State” are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

III. Quantities and/or Usages

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

IV. Brand Name Specifications and/or References

Brand names or Catalogs referenced or implied in the specifications of this request for proposal are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Proposals are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for each item. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

V. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in it’s entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

- VI. Stability of Proposed Prices**
Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.
- VII. Amendment or Cancellation of the RFP**
DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.
- VIII. Proposal Modifications**
No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.
- IX. Proposer Presentation of Supporting Evidence**
Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.
- X. Proposer Demonstration of Proposed Services and or Products**
At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.
- XI. Erroneous Awards**
DAS reserves the right to correct inaccurate awards. 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 DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.
- XII. Proposal Expenses**
Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.
- XIII. Ownership of Proposals**
All proposals shall become the sole property of the State and will not be returned.
- XIV. Ownership of Subsequent Products**
Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.
- XV. Oral Agreement or Arrangements**
Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.
- XVI. Subcontractors**
DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is

also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request. The successful proposer must provide the majority of services described in the specifications.

XVII. Modifications or Changes

Modifications and or changes to the proposal which change the original proposal of the contractor will be authorized by a written change order amendment to the Purchase Order and or the Contract Award issued. Change orders shall identify the condition requiring the modification and the resulting itemized changes.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process **and are listed in order of relative importance.**

- 1) **Technical Proposal Evaluation:**
 - a) **Past Experience relevant to Scope of Services**
 - b) **Past Performance**
 - c) **Staffing Qualifications (see Attachment D titled Labor Category Qualifications)**
 - d) **References**
 - e) **Appropriate Insurance**
- 2) **Technical Understanding & Management Approach:**
 - a) **Complete Understanding**
 - b) **Flexibility and ability to adapt to changes in the Scope of Work**
 - c) **Understanding of Regulatory and Technical Requirements**
- 3) **Business & Cost Proposal Evaluation:**
 - a) **Proposed fees consistent with State and Federal Regulations**
 - b) **Acceptance of Sub Contracting initiative**
- 4) **Account Management:**
 - a) **Reporting Capabilities**
 - b) **Ability to meet Schedule/Management of Schedule**
 - c) **Ability to adhere to Quality Assurance and Safety Requirements**
 - d) **Fulfill demands of Geographic Areas**
- 5) **Sample Project relative to Scope of Services & SOW Deliverables**
 - a) **Three (3) Examples of Work Task/Deliverable**

Instructions to Proposers

I. Proposal Schedule

Release of RFP:	Date: October 16, 2008
Receipt of Questions:	Date: October 24, 2008, by noon
Answers to Questions posted as Addendum:	Date: November 3, 2008, 2008
Proposal Due Date:	Date: November 10, 2008, by 2:00 pm

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Pam Anderson, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

II. Questions

Questions pertaining to this bid are due no later than October 24, 2008, by noon. All questions must be submitted in writing and emailed to Pamela.Anderson@ct.gov. Questions will not be answered over the phone. If applicable, all questions and answers will be posted by an Addendum by November 3, 2008.

III. Sealed Proposals

Proposals must be submitted in a SEALED envelope or carton, clearly marked with RFP #08PSX0166, the date, and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances. Six (6) copies of the proposal are required with this RFP. One (1) original and five (5) copies (6 total).

Submittal Requirements

1.) Technical Proposal Evaluation:

- a) Past Experience relevant to Scope of Services**
- b) Past Performance**
- c) Staffing Qualifications (see Attachment D titled Labor Category Qualifications)**
- d) References**
- e) Appropriate Insurance**

2) Technical Understanding & Management Approach:

- a) Complete Understanding**
- b) Flexibility and ability to adapt to changes in the Scope of Work**
- c) Understanding of Regulatory and Technical Requirements**

3) Business & Cost Proposal Evaluation:

- a) Proposed fees consistent with State and Federal Regulations**
- b) Acceptance of Sub Contracting initiative**

4) Account Management:

- a) Reporting Capabilities**
- b) Ability to meet Schedule/Management of Schedule**
- c) Ability to adhere to Quality Assurance and Safety Requirements**
- d) Fulfill demands of Geographic Areas**

5) Sample Project relative to Scope of Services & SOW Deliverables

- a) Three (3) Examples of Work Task/Deliverable**

ATTACHMENT - CONTRACT TEMPLATE

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in the Attachment , "Contract Template" located at the end of the RFP Document. The contract may include a liquidated damages clause at the discretion of the State.

Attachment A

**CONOPS
(Concept of Operations)**

PSRMP CONOPS ATTACHMENT A

Concept of Operations (CONOPS)

Port-Wide Strategic Risk Management/Mitigation and Port-Wide Continuity-of-Operations Resumption-of-Trade Plan(s) for the Group II Port Areas of New London, New Haven, and Bridgeport and associated Long Island Sound Area Maritime Security Zone

I. Background

United States Coast Guard (USCG) Sector Long Island Sound (LIS)'s Area Maritime Security Committee (AMSC) is made up of public and private partners and stakeholders from three Group II port areas and various Group IV port areas (as defined by the Federal Emergency Management Agency (FEMA) Port Security Grant Program) under the direction of the USCG Captain of the Port (COTP) as Federal Maritime Security Coordinator (FMSC) for the LIS Maritime Security Area and Marine Transportation System (MTS) as encompassed by the COTP LIS Zone. COTP means the local officer exercising authority for the COTP zone. The LIS COTP Zone is described in 33 CFR Part 3.05-35. The LIS AMSC operates under terms specified in a written charter that meets the statutory requirements contained in the Marine Transportation Security Act (MTSA) of 2002 as codified in 46 U.S.C. Chapter 701 and Title 33 CFR Part 103 for Area Maritime Security Committees. The AMSC is governed and directed through an Executive Steering Committee (ESC) which is led by the Federal Maritime Security Coordinator, as Chairman and an elected Vice-Chair. Key members of the AMSC represent all the key segments of the MTS and serve as members of a Board of Directors and an Executive Steering Community. The general membership-at-large is made up of all sectors, both public and private, of the maritime community. These members serve on various subcommittees that support the AMSC.

Port Security Grant: The State of Connecticut (Department of Emergency Management and Homeland Security (CT DEMHS) is serving as Fiduciary Agent (FA) for the federal 2008 Port Security Program Grant funds that have been designated for the Group II Port areas of New London, New Haven and Bridgeport. The FA is responsible for maintaining compliance with the award's administrative and reporting requirements. The FA will take its direction from the FMSC and the AMSC and administer the grant funds accordingly. The FA will serve as the principal point of contact with FEMA for application, management and administration of the FY 2008 PSGP award. The FA, however, is not the sole decision maker on the use of these funds. The FMSC/COTP and the designated representatives of the AMSC are responsible for the development of a **1) Port-Wide Risk Management and Mitigation Plan** and **2) Port-Wide Continuity-of - Operations/Resumption-of-Trade Plan**, hereafter referred to in total as the "**Port-Wide Strategic Risk Management Plan**" (PSRMP), for the Group II Port areas of New London, New Haven and Bridgeport and the associated LIS area maritime security zone. The PSRMP will serve as the foundation for the decision/approval process for Investment Justifications that are submitted based on the needs identified in the PSRMP. The federal grant awards are conditioned so that a regional consensus for the Group II Port areas, in conjunction with the FMSC/COTP and AMSC, must be reached on how the funding is to be used.

The FMSC will designate representatives from the AMSC to oversee the 2008 Port Security Grant Program requirements/process to support the Planning and Preparedness element and the Grants Review element. Those AMSC representatives focused on Planning and Preparedness will oversee the planning process and development of the PSRMP through a grant funded contractor.

The Grant Review subcommittee is an already functioning ad-hoc group that evaluates specific port project proposals and reports back to the FMSC and the AMSC ESC. The resultant PSRMP will enhance their existing approach to include a regional approach/process to evaluate projects and provide recommendations to the ESC. Port Security awards will be structured so that regional consensus, informed/supported by the resultant PSRMP, can be reached on how the port security funding will be used to fund investment justification submissions for the designated Group II Port areas. The AMSC ESC will provide strategic direction for the AMSC and port communities to ensure that efforts to enhance maritime security capabilities are consistent with the strategy/priorities of the PSRMP and have a positive, integrated and layered regional benefit. AMSC workgroups/subcommittees will evaluate regional needs,

PSRMP CONOPS ATTACHMENT A

based on their specific areas of expertise, and provide recommendations to the ESC. Recommendations must support the strategies established by the AMSC ESC and the PSRMP. The FMSC and AMSC ESC will make the final decisions and provide direction to the FA, who will then oversee the funding process, as required by the FY08 PSGP Group II Fiduciary Agent Guidance, and provide feedback to the FMSC.

II. Overall PSRMP Development

The PSRMP is designed to establish a forward-looking risk management approach to complement the procedural and incident-oriented focus of the Long Island Sound Area Maritime Security Plan (AMSP) and the Long Island Sound Area Contingency Plan (ACP), in addition to local facility and vessel security plans, and other local, regional, and state emergency plans. The ultimate goal of the overall PSRMP is to identify vulnerabilities in maritime security operations and the associated MTS not identified in the existing AMSP, provide a comprehensive risk assessment, implement port/area-wide risk mitigation measures, and support MTS recovery/restoration. The PSRMP identifies a desired future end state of port-wide risk reduction measures needed. It provides a five-year investment scheme to reduce associated risks, vulnerabilities, and shortfalls. It also identifies port-wide gaps in security, authorities, response capabilities, competencies, and partnerships across the maritime safety and security continuum of awareness, prevention, protection, response, and recovery.

The LIS AMSC proposes to utilize the AMSP and ACP to address gaps in maritime awareness, prevention, protection, security/incident response, and recovery issues. Each of these plans is well developed and complements each other to provide a comprehensive approach to port protection. This approach has been successfully implemented in the past. Many of the potential terrorist incidents would result in consequences such as oil spills or marine fires and these incidents are addressed in the ACP. The development of a separate port wide plan to address consequences resulting from a terrorist incident is not a productive use of resources nor is it an effective planning tool. It is a better use of resources to strategically fill the gaps between already established port plans, regional/state emergency management plans, and the PSRMP to effectively buy-down risk and optimize application of grant programs.

In concept the FMSC/AMSC requires the Phases summarized below to be completed in order to develop the deliverable elements of the PSRMP. An AMSC subcommittee will be designated to oversee the PSRMP development process. Initially, a subcommittee will be responsible for developing a Request for Proposal (RFP) that will be advertised for the contract support needed to conduct the two primary phases of the project. The subcommittee will provide recommendations to the AMSC Executive Steering Committee for final approval and contract award to the selected contractor.

Primarily the PSRMP contract will be fulfilled in two phases:

Phase I. Port-wide Strategic Risk Mitigation and Management Plan.

A. Evaluation/Gap Analysis.

(1) Execute a Port-Wide All Hazard Risk and Area Maritime Security Strategy Gap Analysis across the continuum of the DHS strategic goals of Awareness, Prevention, Protection, Response, and Recovery during an in depth evaluation of existing port plans. As part of this evaluation process, local, state, and other regional plans will be reviewed to ensure that they are consistent with respect to the above. It is critical that supporting agencies and organizations in the Sector Long Island Sound zone have effective plans that support our port wide goals and objectives. Note: The FMSC has already conducted extensive Risk Analysis using the USCG's Maritime Security Risk Analysis Model (MSRAM). This data will be made available for use by the selected vendor using proper DHS Non-disclosure procedures in accordance with 49 CFR 1520. As needed, the FMSC will also provide Port Vulnerability assessments that have been previously completed.

(2) Conduct a Port-Wide Essential Function/Operation Gap Analysis that identifies personnel, resources and data systems, along with Authorities, Capabilities, Capacities, Competencies, and Partnerships,

PSRMP CONOPS ATTACHMENT A

required to perform/support identified essential functions/operations needed to support the overall PSRMP.

B. Add critical information (fill gaps)/write plan.

Using the results of above gap analysis, develop the main elements of a PSRMP. The contractor will collate all appropriate information and provide a draft of the plan to the AMSC for review and submission. A final plan will be completed utilizing all direction from the federal reviewing agency and the AMSC. As it's developed, the contractor will meet with AMSC members to further define needed sections of the plan. The result will be a prioritized, specific, PSGP funded, 5-year project plan that details future acquisitions and use of grant funds to support the overall PSRMP to effective "buy-down risk", enhance capabilities, and cross-walks/relates where applicable with other grant programs.

Phase II. Port-Wide Continuity-of-Operations/Resumption of Trade Plan

Existing MTS Infrastructure restoration documentation held by USCG Sector Long Island Sound will provide a basis for developing this element of the overall PSRMP. The contractor will reference the USCG's Essential Elements of Information used for MTS Recovery and use the Federal Preparedness Circular #65 and American Association of Port Authorities (AAPA) "Emergency Preparedness and Continuity-of-Operations Planning Manual" as guides, along with information obtained through Phase I (above) of the PSRMP development. This element of the PSRMP will identify, through a priority matrix, critical missions and functions requiring resources and investment to recover and restore operations for the Maritime Transportation System (MTS) for Long Island Sound. These priorities will vary based upon specific incident type (e.g. terrorist attack or natural disaster) and time of year during which the incident occurs.

III. Implementation

A. PSRMP projects and investment needs that are identified and developed in accordance with the guidelines established by the AMSC and supported by the overall PSRMP will be submitted to the AMSC's Port Security Grant Application Subcommittee for review, evaluation, and prioritization. Prioritized projects will be forwarded to the AMSC ESC for review and approval. The approved projects will be sent to the FA for appropriate action and funding, per the Group II Fiduciary Agent Guidelines. The AMSC ESC will monitor projects for effectiveness and completion.

B. The Continuity of Operations and Resumption of Trade Plan will be exercised regularly to justify and complement AMSC ESC review and approval of projects and investment needs, and validate priorities identified in the PSRMP.

IV. Timeline

- A. Port-Wide All Hazard Risk and Area Maritime Security Strategy Gap Analysis –
60 days post contract award. FMSC/AMSC review/comments/approval returned to vendor –
75 days post contract award.
- B. Draft Port-Wide Essential Function/Operation System Analysis element of the overall PSRMP –
90 days post contract award.
- C. Draft Strategic Risk Management/Mitigation plan element of the overall PSRMP –
90 days post contract award.
- D. Draft Port-Wide Continuity-of-Operations/Resumption of Trade Plan element of the overall PSRMP –
150 days post contract award.
- E. Final Port-Wide Essential Function/Operation System Analysis and Strategic Risk
Management/Mitigation plan elements of the overall PSRMP –
60 days post FMSC receipt of Federal review and approval of draft submittals.
- F. Final Port-Wide Continuity-of-Operations/Resumption of Trade Plan(s) –
30 days post FMSC receipt of Federal review and approval of draft submittal.

PSRMP CONOPS ATTACHMENT A

G. Prioritized specific grant-funded 5-year project plan under this and future year Port Security Grant Program (PSGP) that support items 5 and 6 above for the LIS Group II Port areas listed in Table 2 of the FY08 PSGP Grant Guidance –

30 days post FMSC receipt of federal review and approval of draft port-wide continuity of operations/resumption of trade plan.

At the conclusion of this project, the AMSC will require the Vendor to provide executive written documentation of the approach, findings and recommendations associated with this project. A formal presentation of the findings and recommendations summarized by this document to the AMSC Executive Steering Committee will also be required at no additional cost. The documentation shall consist of the following.

Executive Summary

A document developed to summarize the scope, approach, findings, and recommendations, in a manner suitable for the AMSC executive management.

Special Conditions: Federal Regulations

Contracts will comply with U.S. Department of Homeland Security – Financial Management Guide and all required regulations, and any and all grant conditions applied to Grant Number 2008-GB-T8-K068 FY08 Port Security Grant Program issued to the CT DEMHS as the Fiduciary Agent.

CONOPS END

Attachment B

PSRMP

(Port-Wide Strategic Risk Management and Mitigation Plan)

Goal of the Port-Wide Strategic Risk Management and Mitigation Plan, and Port-Wide Continuity-of-Operations/Resumption-of-Trade Plan (PSRMP)

The overall goal of the PSRMP is to establish a strategic framework to counter existing threats and mitigate potential threats, vulnerabilities, and risks identified during various Risk Assessments, Gap Analyses and observed organizational weaknesses, and to ensure the safe conduct of commerce within the associated MTS. To accomplish this, the FMSC and AMSC align their efforts with the Department of Homeland Security (DHS) five strategic goals as security objectives and as the backbone to a strategic agenda and "risk buy down": **AWARENESS, PREVENTION, PROTECTION, RESPONSE, and RECOVERY.**

These objectives, or desired outcomes, are the cornerstones of the FMSC/AMSC 5-Year PSRMP and have been identified as the key areas to concentrate efforts, investments, and risk buy-down in addressing the security threats and vulnerabilities, consequence management (resiliency) priorities, and meet Federal requirements, as emphasized most recently by the SAFE Port Act of 2006. A summary of those objectives follow:

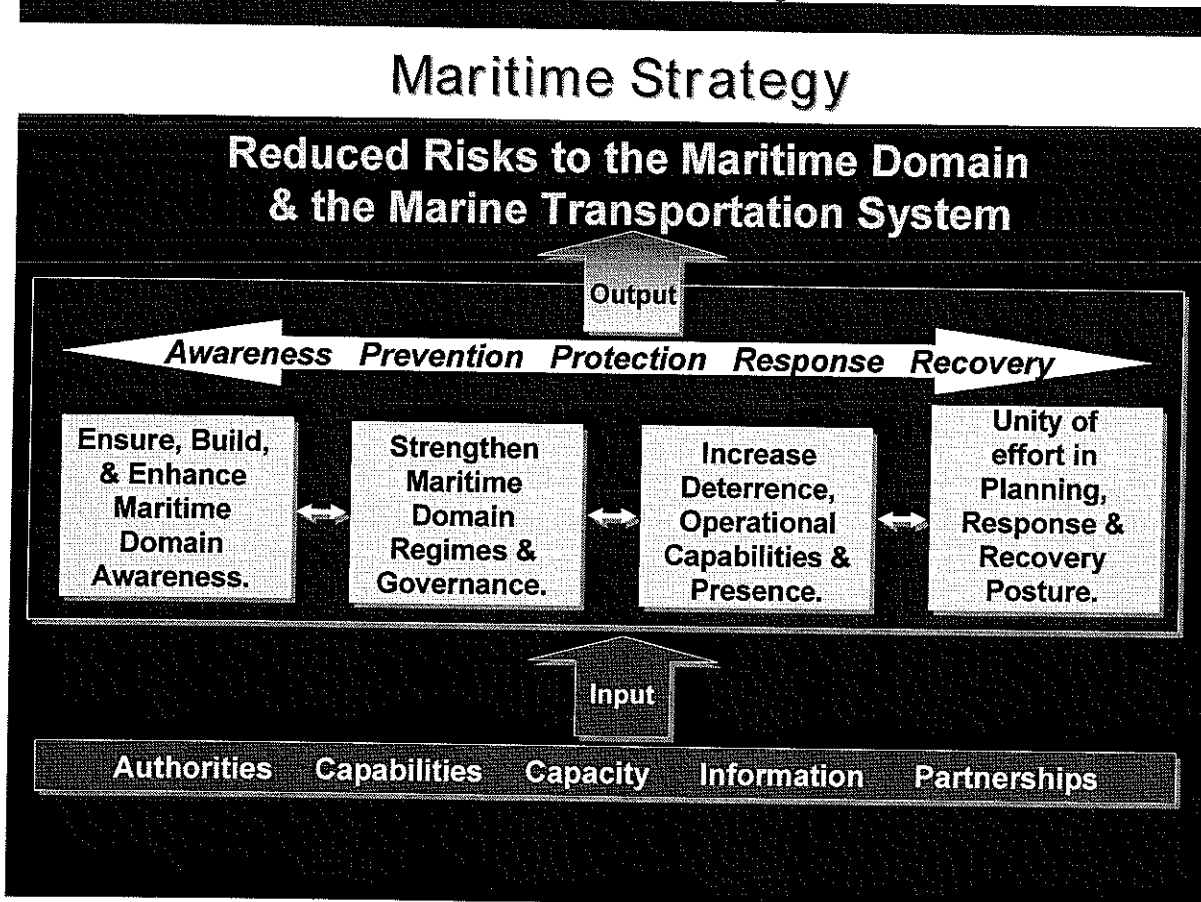
Awareness: Develop stakeholders' ability to identify and understand threats, assess vulnerabilities, manage risks, determine potential impacts, and disseminate timely information to our stakeholders and partners.

Prevention: Detect, deter and mitigate threats to port facilities, infrastructure and regional maritime environment

Protection: Safeguard port workers and customers, maritime critical infrastructure and key resources, port property and economy from acts of terrorism, natural disasters, or other related emergencies

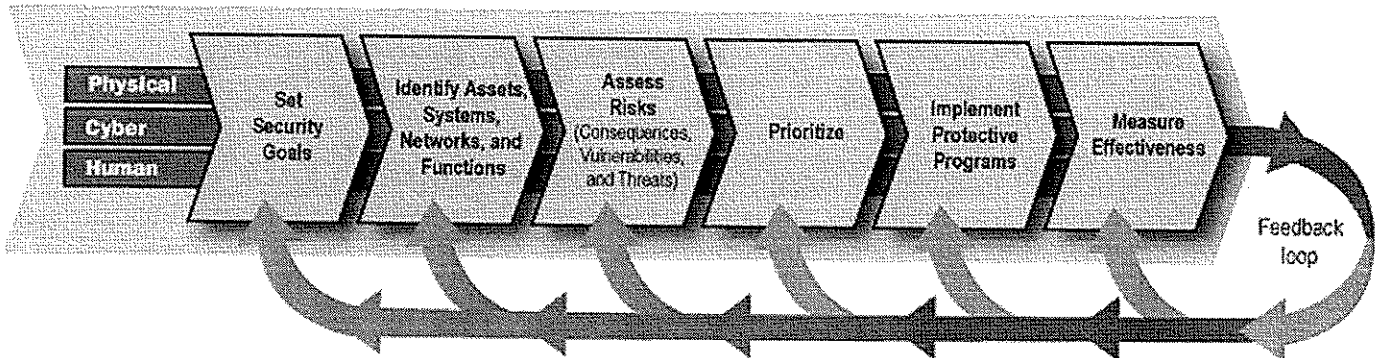
Response: Ensure capabilities to lead, manage and coordinate the local response to acts of terrorism, natural disasters, or other related emergencies

Recovery: Lead local and private sector efforts in recovery of MTS services and restore/rebuild/reconstitute MTS infrastructure after acts of terrorism, natural disasters, or other emergencies.



Goal of the Port-Wide Strategic Risk Management and Mitigation Plan, and Port-Wide Continuity-of-Operations/Resumption-of-Trade Plan (PSRMP)

Complementary to this strategic backbone, and consistent with the DHS National Infrastructure Protection Plan (NIPP), the AMSC employs a risk management framework for combining consequence, vulnerability, and threat information to produce a comprehensive, systematic, and rational assessment of local or national maritime industry risk that drives our overall security program.



Continuous improvement to enhance protection of CI/KR

The AMSC develops strategies based on sound risk management principles to help achieve these objectives:

Awareness:

- Build partnerships to advance the importance/understanding of maritime security as a system.
- Maximize the use of the AMSC mechanism to promote maritime security and integrated homeland security.
- Ensure relevancy of the AMSC to intermodal infrastructure stakeholders
- Ensure continuous awareness of the MTS including security threats, vulnerabilities, risks, tactics and countermeasures, such as through use of the Maritime Security Risk Assessment Module (MSRAM)
- Ensure the relevancy and currency of "all-hazard" contingency plans with the AMSC planning efforts.
- Facilitate training for AMSC members and Facility Security Officers (FSO).
- Test/evaluate security measures related to TSIs or All Hazard response situations

Prevention:

- Develop a consistent approach to conduct risk assessments to prioritize needs, such as use of MSRAM.
- Develop a cohesive approach to port security grant applications, and alignment/integration with other grant programs
- Ensure that all assessment and exercise findings and lessons learned are addressed
- Facilitate interagency coordination.
- Prevent terrorist attacks and other criminal or hostile acts by hardening high risk MCI/KR.
- Develop a small vessel security strategy.

Protection:

- Enhance security systems to optimize risk management, such as identification credentials (TWIC)
- Create and oversee an effective facility hardening program.
- Protect maritime related population centers and critical infrastructure through enhanced waterside security capabilities and technology.

Response:

- Ensure timely, continuous and effective communication during an incident.
- Provide adequate resources, training, equipment and mutual aid agreements for all law enforcement and emergency response organizations.
- Develop a plan to deal with suspicious vessels or cargo, or activity reports.
- Ensure coordination notification, resources and access to support emergency response.
- Facilitate Continuity of Operations
- Ensure sufficient waterborne capabilities for all contingencies.
- Facilitate waterside evacuation

Recovery:

- Minimize damage and recover the MTS as quickly as possible
- Support efficient/effective restoration and reconstitution efforts
- Ensure resiliency of critical infrastructure and services

Attachment C

SSI
(Sensitive Security Information)

Protection of Security Information Requirements

REFERENCES:

- A. SENSITIVE SECURITY INFORMATION (SSI), 49 CFR 1520.
- B. NAVIGATION AND VESSEL INSPECTION CIRCULAR NO. (NVIC) 10-04 GUIDELINES FOR HANDLING OF SENSITIVE SECURITY INFORMATION (SSI) ISSUED 20 AUGUST 2004.
- C. DEPARTMENT OF HOMELAND SECURITY (DHS) MANAGEMENT DIRECTIVE (MD) NUMBER 11056.1, SENSITIVE SECURITY INFORMATION (SSI).
- D. DHS MD4300.Pub, Volume I, Part A, Policy Guide for Sensitive Systems, para 3.2, Contractors and Outsourced Operations (2nd and 3rd policy statements); para 4.10.2, Disaster Recovery & Continuity of Operations.
- E. Transportation Security Agency (TSA) 1400.3, Information Technology Security Manual)
- F. DHS Form 11000-6 (08-04) Non-Disclosure Agreement.

Definitions

Sensitive Information means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee). The IT Security office currently has a representative engineer who attends CIP meetings;

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee). The IT Security Office currently has an SSI Officer actively engaged in SSI related issues/concerns;

(3) "For Official Use Only (FOUO)" is unclassified information of a sensitive nature, and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, individual privacy under 5 U.S.C. section 552a or other programs or operations essential to the national or homeland security interest; and if provided by the Government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(4) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Overview:

1. The Contractor and subcontractors shall also be required to implement uniform security procedures regarding the identification, handling, care and storage of Confidential and Privileged (C&P) security information belonging to the State; and Sensitive Security Information (SSI) as defined in 49 CFR Parts 15 and 1520. State C&P security information is information that, if subject to unauthorized disclosure, access, alteration, loss or misuse could be detrimental to the public interest and/or might adversely affect, or compromise, public safety or security as it relates to State property, facilities, systems and/or operations, or which might otherwise adversely affect homeland security.

The State has developed requirements and other safeguards that are applicable to the Contractor and are necessary both to prevent unauthorized disclosure of C&P security information and to control the authorized disclosure of this information for use internally within the State and when released by the State to outside entities for legitimate business purposes. The staffs of the Contractor, subcontractors and others requiring access to C&P security information and SSI are required to sign a Non-Disclosure/ Confidentiality Agreement (NDA), or an Acknowledgement thereof where an executed NDA is in place, prior to performing work activities in connection with this Contract.

2. The Contractor and each subcontractor, shall appoint a senior management level employee to be the company's Security Information Manager (SIM). The Security Information Manager is responsible for implementing and

Protection of Security Information Requirements

maintaining the firm's Program for Protecting C&P security information and/or SSI. An alternative Security Information Manager shall also be appointed in case the SIM is unavailable for any reason.

3. The Security Information Manager shall prepare an Authorized Personnel Contract Project List - a list of employees who are authorized to access C&P security and SSI information and the date each executed the Non-Disclosure and Confidentiality Agreement. A copy of this list shall be provided to the State and updated monthly. This list will be used to verify that individuals have been briefed into the program and are certified for access to Confidential and Privileged Security and SSI Information.

Protection of C&P security information and SSI is a material obligation of the Contractor hereunder and failure to do so is grounds for termination for cause.

In addition, an individual's access to C&P security information and SSI may be contingent upon the satisfactory completion of a security background check for such individual and proof of the implementation of satisfactory procedures for safeguarding such C&P security information and/or SSI.

Unauthorized disclosure of SSI may be grounds for a civil penalty and/or other enforcement or corrective action by the United States Department of Transportation and/or the United States Department of Homeland Security against individuals or entities they deem appropriate including but not limited to the Contractor, its subcontractors and their staffs. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

Contractor Security Requirement Review

The Government reserves the right to conduct reviews of the Contractor's compliance with security requirements; this includes facility (i.e., physical and personnel), information security, and security requirements within application development efforts.

Confidentiality of Information and Data Restrictions Upon Disclosure

The Contractor agrees to keep all information it gathers or analyzes, or information the Government in the course of this Contract furnishes, in the strictest of confidence, said information being the sole property of the Government. The Contractor also agrees that Government-provided information marked "For Official Use Only," "Confidential," or "Proprietary" must also be similarly protected and shall take all reasonable measures necessary to prohibit access to such information by any such person other than those Contractor employees needing such information to perform the work, i.e., on a need-to-know basis.

(a) The Contractor shall immediately notify the Contracting Officer in the event it determines or has reason to suspect a breach of this requirement.

(b) The Contractor shall require that all employees and consultants who are given access to such information sign a confidentiality and non-disclosure statement agreeing to safeguard the confidentiality of all such information gathered or provided to them hereunder as an integral condition of their employment.

(c) Upon the Government's request, the Contractor shall provide the Contracting Officer with plans and procedures to ensure the confidentiality and physical security of information gathered or provided hereunder.

(d) The Contractor may "gather and analyze" information that is not furnished or owned by the Government. Such information will not be subject to the restrictions in this clause.

Confidentiality of Data and Information

(a) In the performance of this contract, the Contractor, its consultants and or subcontractors, may need access to information in the Government's possession which is encumbered with restrictions on the Government's rights to use or disclose, or that might preclude dissemination or use other than in the performance of this contract. By reason of the foregoing, the Contractor agrees that any employee, subcontractor or consultant it uses shall comply with all restrictive legends or markings on data, software, or information it uses, and further agrees not to:

(1) Knowingly disclose such data or information to others without prior written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and

(2) Use for any purpose other than the performance of this Contract data bearing a restrictive marking or legend, unless such information or data has otherwise fallen into public domain through no action or fault of the Contractor.

(3) If work required to be performed under this Contract requires access to proprietary data of other companies, the Contractor shall use its best efforts to obtain an agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of any such company-to-

Protection of Security Information Requirements

company agreements so entered into shall be furnished promptly to the Contracting Officer. Company-to-Company agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions agreed upon between the parties.

(4) The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information and the necessity to refrain from divulging either proprietary data of other companies or data obtained from the Government to unauthorized persons.

(5) The Contractor agrees to obtain from each employee connected with this contract, a written agreement that the employee will not during his/her employment by the Contractor or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this Contract.

(6) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract, except to the extent that:

(i) The Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract.

(ii) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; or

(iii) If the Contractor encounters the situation described in 6.i and ii, the Contractor agrees to provide the Contracting officer written notice of the circumstances within ten working days of being notified by the subcontractor's unwillingness to perform. The Contractor agrees not to use any subcontractor so expressing unwillingness to perform absent any relief from the requirements of this section, unless use of an alternate subcontract source would unreasonably detract from the quality of the effort.

Computer Security Incidents

Security Incident Reporting. The Contractor shall establish and maintain a computer incident response capability. The Contractor shall report computer security incidents in accordance with the guidance and procedures contained in DHS MD4300.Pub, Volume II, Part A, IT Security Program Handbook for Sensitive Systems; as well as the TSA MD 1400.3 Pub Information Technology Security Manual, Sections within Chapters 2-4.

Sources:

- DHS MD4300.Pub, Volume I, Part A, Policy Guide for Sensitive Systems, para 3.2, Contractors and Outsourced Operations (2nd and 3rd policy statements); para 4.10.1, Security Incident & Violation Handling
- TSA 1400.3, Information Technology Security Manual, Chapter 3, Section 25 – Incident Response)

Q&A's

Q. Who is authorized to handle Sensitive Security Information (SSI)?

Ans. A "covered person" with a "need to know" may handle SSI materials.

Q. Who is considered a "covered person" for purposes of the Sensitive Security Information regulations?

Ans. Included under the definition of a "covered person" for purposes of the Sensitive Security Information (SSI) regulations, are the following:

- (1) Each owner, charterer, or operator of a vessel, including U.S. and foreign vessel(s) that are required to have a security plan under Federal or International law.
- (2) Each owner or operator of a maritime facility that is required by the MTSA to have a security plan.
- (3) Each person participating in a national or area security committee established in accordance with 46 U.S.C. 70112, or a port security committee.
- (4) Each maritime industry trade association that represents covered persons and that has entered into a non-disclosure agreement with the Department of Homeland Security (DHS).
- (5) DHS and DHS Agency employees.
- (6) Each person conducting research and development activities that relate to maritime transportation security and are approved, accepted, funded, recommended, or directed by the DHS.
- (7) Each person who has access to SSI, as specified in 49 CFR 1520.11.
- (8) Each person employed by, contracted to, or acting for a covered person, including a grantee of the DHS, or a person formerly in such position.
- (9) Each person for which a vulnerability assessment (VA) has been directed, created, held, funded, or approved by the DHS, or that has prepared a VA that will be provided to the DHS in support of a Federal security program.
- (10) Each person receiving SSI under 49 CFR 1520.15(d) or (e).

Protection of Security Information Requirements

Q. Who in accordance with the Sensitive Security Information (SSI) regulations has a “need to know” SSI?

Ans. (a) In general. A person has a “need to know” SSI when the person is carrying out maritime transportation security activities approved, accepted, funded, recommended, or directed by the DHS and:

- (1) Requires access to specific SSI;
- (2) Is in training;
- (3) Requires information necessary to supervise or otherwise manage individuals;
- (4) Needs the information to provide technical or legal advice to a covered person regarding MTSA requirements, federal law, or in connection with any judicial or administrative proceeding regarding those requirements.

(b) Federal employees, contractors, and grantees.

(1) A Federal employee has a need to know if the information is necessary for performance of official duties.

(2) A contractor, acting in the performance of a contract or with a grant from the DHS if the information is necessary to performance.

Q. Can legal restrictions be placed on an individual’s access to Sensitive Security Information (SSI)?

Ans. Yes. The TSA or U.S. Coast Guard may restrict an individual’s access to SSI contingent upon satisfactory completion of a security background verification or invoke other procedures and requirements for safeguarding SSI materials. In addition, for some specific SSI, the DHS may make a finding that only specific persons or classes of persons have a “need to know”.

Q. What are the provisions for proper handling of Security Sensitive Information (SSI)?

Ans. Individuals in custody of SSI should take reasonable steps to safeguard the information as follows:

- (1) If the SSI is in their possession, prevent unauthorized disclosure.
- (2) When the individual is not in physical possession of the SSI, it must be stored in a secure container such as a locked desk or file cabinet or in a locked room secure from unauthorized access.
- (3) A covered person must destroy SSI completely to preclude recognition or reconstruction of the information when the SSI is no longer needed.
- (4) If a covered person becomes aware that SSI may have been compromised by release to unauthorized persons, he/she must promptly inform the local COTP/FMSC.

Attachment D

Labor Category Qualifications

LABOR CATEGORY QUALIFICATIONS

Senior Staff

A Ph.D. (or equivalent*) in a field of study directly related to the Statement of Work (SOW) functional area(s) is required. A minimum of 10 years of progressively increasing responsibility in directly related disciplines and/or projects is required. At least 3 years (of the 10 years) shall reflect extensive and in-depth experience in a specific field directly related to the SOW.

Middle Staff

A M.S., M.A., or M.B.A. (or equivalent*) in a field of study directly related to the SOW functional area(s) is required. A minimum of 8 years of progressively increasing responsibility in directly related disciplines and/or projects is required. At least 3 years (of the 8 years) shall reflect extensive and in-depth experience in a specific field directly related to the SOW.

Staff

A Bachelor's Degree (or equivalent*) in a field of study directly related to the SOW functional area(s) is required. A minimum of 5 years of progressively increasing responsibility in directly related disciplines and/or projects is required. At least 3 years (of the 5 years) shall reflect extensive and in-depth experience in a specific field directly related to the SOW.

Junior Staff

A Bachelor's Degree (or equivalent*) in a field of study directly related to the SOW functional area(s) is required.

Senior Technician

A minimum of 9 years of progressively increasing responsibility in directly related disciplines and/or projects is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Technician

A minimum of 2 years of progressively increasing responsibility in directly related disciplines and/or projects is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Equivalence

* See Table of Labor Category Qualification Equivalences (NEXT PAGE).

TABLE OF LABOR CATEGORY QUALIFICATION EQUIVALENCES

Labor Category	Years		Degree
	Progressive Experience*	Specific Experience**	
Senior Staff	10	3 of the 10	Ph.D.
	13	5 of the 13	M.S./M.A./M.B.A.
	15	7 of the 15	B.S./B.A.
Middle Staff	8	3 of the 8	M.S./M.A./M.B.A.
	10	4 of the 10	B.S./B.A.
	12	6 of the 12	A.S./A.A.
Staff	5	2 of the 5	B.S./B.A.
	8	4 of the 8	A.S./A.A.
	9	6 of the 10	H.S.
Junior Staff	0	0 of the 0	B.S./B.A.
	2	1 of the 2	A.S./A.A.
	4	2 of the 4	H.S.

* Experience with progressively increasing responsibility in directly related disciplines and/or projects.

** Extensive and in-depth experience in a specific field directly related to the SOW.

Exhibit B
Price Schedule

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

RFP NO.: 08PSX0166

Pamela Anderson
Contract Specialist

(860)713-5088
Telephone Number

PRICE SCHEDULE for RFP # 08PSX0166	DELIVERY:
-----------------------------------------------------	-----------

Page 1 OF 1	TERMS:	CASH DISCOUNT: <div style="text-align: right; margin-right: 20px;">% Days</div>
PROPOSER NAME:		

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	TOTAL PRICE
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1).	<p>For the development of Port-Wide Strategic Risk Management/Mitigation and Port-Wide Continuity-of-Operations Resumption-of-Trade Plan(s) for the Group II Ports of New London, New Haven, and Bridgeport and associated Long Island Sound Area Maritime Security Zone.</p> <p>Price must include all travel and any other misc. expenses that may be associated with this RFP.</p> <p>Please see over for additional information and guidelines for a breakdown on the submission of the total proposed cost. Proposers are encouraged to follow these guidelines.</p> <p>Proposer is able to meet the timetable/deadlines as outlined in this RFP. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	1	1	\$ _____
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PRICE SCHEDULE PROPOSAL GUIDANCE
RFP PSRMP #08PSX0166
EXHIBIT B (continued)

(1) Introduction

(i) The cost proposal will permit the Government to determine whether the proposed costs demonstrate cost realism, and will provide the Government with cost and fee/profit information, which will facilitate contract issuance.

“Cost realism”, means the costs in an Proposer’s proposal:

- are realistic for the work to be performed;
- reflect a clear understanding of the requirements; and
- are consistent with the various elements of the Proposer's technical proposal.

If the Government determines that a Proposer’s proposed costs do not reflect what it would reasonably cost that Proposer to perform the requirements, then the Government will make adjustments to the proposed costs to determine probable cost and this cost will be used for purposes of evaluation to determine the best value.

(ii) All information relating to cost or pricing must be included in this section of the Proposer’s proposal. Under no circumstances shall cost or pricing data be included elsewhere.

(iii) The cost proposal should be prepared in sufficient detail to permit a thorough and complete evaluation by the Government without additional correspondence or communication. The cost proposal should be limited to the minimum number of pages necessary to satisfy the specific requirements set forth in this request for proposal. Submission of computer-generated data is not desired but if it is essential to support the cost proposal, it may be submitted as an addendum and must be clearly cross-referenced to the material it supports in the cost proposal.

(iv) During its evaluation, the Government may request clarifications, answers to questions that assist in the Government’s understanding of information contained in the Proposer’s cost/business proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Proposer is advised that failure to provide the required information and supporting documentation with the initial proposal will result in the rejection of the offer if it is in the Government’s best interest to do so rather than opening discussions.

(v) For proposal costing purposes, Proposers shall use an entering assumption date of **4 Jan 09**.

(vi) The cost proposal shall represent the Proposer's best response to the solicitation. Any inconsistency between promised performance and cost data shall be fully explained in the proposal. Failure to explain any significant inconsistencies may demonstrate the Proposer's lack of understanding of the nature and scope of the work required. Accordingly, cost proposals shall be sufficient to establish the reasonableness, realism and completeness of the

PRICE SCHEDULE PROPOSAL GUIDANCE
RFP PSRMP #08PSX0166
EXHIBIT B (continued)

proposed cost. Further, any modifications made to the initial proposal shall likewise be thoroughly supported in writing regardless of whether such changes are made during discussions or at the time of a proposal revision.

(2) Cost/Business Proposal shall be submitted in four sections as follows:

- I. Signed Documents (required by CT DAS contracting technical rep)
- II. Cost Summary Supporting Data
- III. Historical Contract Information
- IV. Business Proposal

(i) Section I - Signed Documents (as required by the contracting technical representative).

(ii) Section II - Cost Summary Supporting Data

This section shall include the cost summary and all supporting costing data as described below.

- (A) This section shall include a summary of total costs broken down by labor category/costs, indirect costs, other direct costs (ODCs) and profit/fee for the full length of the contract. In addition, Proposers shall provide a detailed cost breakdown by Contractor fiscal year of all costs including direct labor (by labor category (see Labor Category attachment)), all applicable indirect rates/costs, ODCs (broken down by subcategory such as travel, incidental ODCs, subcontractor, consultant, etc.) and profit/fee. Proposers shall use the Government provided estimated costs for travel and non-incidental ODCs as defined below as part of their total estimated ODC costs. Other incidental ODCs such as supplies, shipping, postage, etc. shall be proposed by the Proposer as defined below. All ODCs shall be divided and applied equally into each fiscal year of the contract, and, if applicable, may be apportioned out to subcontractors and consultants.
- (B) Proposers are required to propose estimated labor costs using the labor hours provided below (see exception for Administration Staff hours). Hours should be apportioned between the prime (Proposer) and its subcontractors and consultants in a manner consistent with the Proposer's technical proposal.

<u>Labor Category</u>	<u>Hours</u>
Senior Staff	
Middle Staff	
Staff	
Junior Staff	
Senior Technician	
Technician	
Administrative Staff*	

PRICE SCHEDULE PROPOSAL GUIDANCE

RFP PSRMP #08PSX0166

EXHIBIT B (continued)

*For administrative staff, shall be proposed by the Proposer as described below under the section labeled “Administrative Staff Labor.”

- (C) The Proposer’s detailed breakdown of all costs shall include the following supporting documentation. Supporting documentation shall be clearly cross referenced with the detailed breakdown of costs by contractor fiscal year:

- *Direct Labor* - The Proposer shall provide full justification for all proposed direct labor rates (unburdened). The Proposer shall provide an explanation of how they developed the proposed composite rate or average rate for each labor category. This explanation shall include the labor rates used to develop the composite or average rates and the allocation of hours.

- *Escalation* - The Proposer shall identify the escalation rate used to develop the labor rates and provide supporting rationale. The actual, historical escalation for the past three years shall be included and the method of calculating it shall be explained. In the absence of convincing rationale, the Government will apply the current Global Insight recommendation for “**Professional and Technical Worker**” in evaluating the offer for cost realism.

- *Uncompensated Overtime* - If uncompensated overtime is used in the proposal, the Proposer shall have an accounting system to record all hours worked. The Proposer shall state clearly whether or not uncompensated overtime is included in the proposal. If uncompensated overtime is included in the proposal, the Proposer must state clearly how it is incorporated, and its cost impact. The Proposer shall provide an explanation of their cost accounting treatment of uncompensated overtime and a copy of their policy. Uncompensated overtime is defined “the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personnel absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours”.

- **Administrative Staff Labor* - It is understood that some Administrative Staff Labor may be costed differently from one contractor to another. One contractor may direct charge these services while another may include some or all of these services in their indirect rate. Proposers shall reflect this number in accordance with their approved accounting system (e.g. if some of the anticipated Administrative support is covered in an Proposer’s indirect costs, then the Proposer may reduce the estimated direct labor hours by an amount they believe is covered in their indirect

PRICE SCHEDULE PROPOSAL GUIDANCE

RFP PSRMP #08PSX0166

EXHIBIT B (continued)

costs). Proposers shall provide backup data indicating the types of Administrative Staff support labor the Proposer considers direct labor and a breakdown of the estimated hours for each type of support. The Proposer shall also provide the estimated number of hours and the type(s) of Administrative Staff support that is included as part of their indirect costs. Administrative labor that is not described and priced out shall not be billable during performance without prior Contracting Officer approval.

- *Indirect Costs* - The Proposer shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. The Proposer shall identify clearly the bases to which the rates are applied.

- *Travel* - The travel estimate includes travel and subsistence for work at alternative work sites.

- *Non-Incidental ODCs* - The non-incidental ODCs estimate includes all non-direct labor costs associated with equipment purchase/rental, meetings facilitation such as conference room rentals, etc.

- *Incidental ODCs* - The Proposer shall include backup information to support any proposed incidental ODCs such as supplies, publications, long distance telephone costs, reproduction, shipping and postage. ODCs not identified and priced in the Proposer's proposal shall not be billable during performance without prior Contracting Officer approval.

- *Subcontractors* - A cost proposal as detailed as the Proposer's cost proposal shall be submitted by each subcontractor. The subcontractor's proposal can be provided in a sealed envelope with the Proposer's cost proposal or submitted directly by the subcontractor by the due date for receipt of proposals. The Proposer (prime) shall be responsible for timely submission of all subcontractors' proposals. For subcontracted work, the Proposer shall identify the items/services to be subcontracted and the basis for which the subcontractor was selected, identify the type of contractual arrangement contemplated, and provide a price analysis of the proposed subcontract. The Proposer shall provide an analysis concerning reasonableness, realism and completeness of each subcontractor's proposal. The Proposer shall identify clearly what portion, if any, of ODCs are apportioned to the subcontractor.

- *Consultants* - The Proposer shall provide a consultant agreement or other documents that verify the proposed loaded daily/hourly rate. For consultant work, the Proposer shall identify the items/services to be subcontracted to each consultant, the basis for which the consultant was selected, identification of the type of

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EXHIBIT B (continued)

contractual arrangement contemplated, and provide a price analysis of the proposed subcontract. The Proposer shall provide an analysis concerning reasonableness, realism and completeness of each consultant's proposal. The Proposer shall identify clearly what portion, if any, of ODCs are apportioned to the consultant.

- *Cost of Money* - Proposer's shall provide supporting calculations for any proposed cost of money.

- *Fee/profit* - Contractors can reasonably expect to propose and earn more fee/profit when a task is to be performed through their own efforts instead of through subcontracts or consultants for professional services or for any ODCs such as travel, material or equipment. The involvement of subcontractors and ODCs can vary widely from task order to task order. Therefore, Proposers are required to propose a two-tier fee/profit structure, one tier for prime (Proposer) Contractor direct costs and a second tier for subcontracted services and ODCs. The fee/profit percentages proposed will be included in the contract and will serve as the maximum fee/profit that can be proposed in response to Request for Proposals.

- (D) For travel and non-incidentals ODCs, the Proposer shall distribute these sums among subcontractors consistent with the technical proposal. Whenever a subcontractor proposes travel or non-incidentals ODCs, the subcontractor shall fully burden such costs and these costs must be added to their ODC estimate. Subcontractor proposals shall also include a complete listing of all costs other than labor, which are charged direct by their company exclusive of travel costs and non-incidentals ODC costs. Any Proposer having an accounting system that includes within overhead the cost elements of travel or non-incidentals ODCs shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(iii) Section III – Historical Contracts Pricing Schedule

- (A) Proposers shall provide copies of the contract (cover page and pricing schedule) of the contracts/task orders identified in the Proposer's technical proposal as the most relevant Past Experience. In addition, Proposers must provide a copy of their cost proposal for these historical contracts. Proposers may limit the historical cost proposal submission to the sections of the cost proposal that identifies labor categories, estimated labor hours, labor rates and total estimated costs. For the purpose of analyzing risk, these documents will be reviewed by the Government's Cost Team and compared to the cost proposal submitted under this solicitation.

(iv) Section IV - Business Proposal

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EXHIBIT B (continued)

- (A) Cost Control Plan. The Proposer shall describe the system and method used to track and control costs at the task order level, including costs incurred by subcontractors. The Proposer shall explain how potential cost overruns would be identified. The Proposer shall discuss accountability within their organization for tracking and controlling costs.
- (B) Subcontracts. Since the Government intends to award without discussions, the initial submission regarding subcontractors shall be fully documented. Any failure by an Proposer to fully document that it has met all requirements for the analysis and review of a proposed subcontract such that, the Contracting Officer cannot give consent to a subcontract at the time of award, shall adversely affect that Proposer's chances for award of a contract under this solicitation.
- (C) Information required for subcontract consent shall be submitted as part of the business proposal. However, the Proposer shall refer to information in its cost proposal, if necessary, and shall not repeat any review or analysis.
- (D) Proposers are reminded that the successful Proposer, not the Government, shall have a contract with any proposed subcontractor(s). The Proposer has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and shall be submitted directly to the Government. It is the prime's (Proposer) duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Proposer's duty and not the Government's to ensure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable, as defined above. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher, shall be resolved by the Proposer prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Proposer shall deal with this issue prior to the proposal submission date.
- (E) Proposers shall use their best judgment in allocating labor hours between the prime (Proposer) and their various subcontractors for evaluation purposes. The percentage of involvement of each firm shall be based on the Proposer's judgment as to how much each firm shall be needed in order to cover the requirements of the SOW and in order to meet the subcontracting plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.
- (F) The amount of business that will be received under each subcontract for professional labor is uncertain. One proposed subcontractor

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EXHIBIT B (continued)

may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor shall be placed on an indefinite-delivery indefinite-quantity basis.

- (G) There is no overall ceiling on the maximum value of all subcontracts under a prime (Proposer) contract other than what is reasonable to cover the varied requirements under this contract.
- (H) The contract type need not be consistent with the prime (Proposer) contract. The contractual arrangement between the prime and subcontractor is the sole responsibility of the prime Contractor.
- (I) Subcontracting Plan. In accordance with the clause in Section I entitled, Small Business Subcontracting Plan (FAR 52.219-9), Proposers who are not small business concerns shall submit a Small Business and Small Disadvantaged Business Subcontracting Plan. The Proposer shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information shall be included in the appropriate sections of the Proposer's proposal in addition to the submission of the subcontracting plan. The Government has established the following SBSDB targets in previous contacts:

Subcontract Awards

Small Business

Women-Owned Small Business

Veteran-Owned Small Business

Service-Disabled Veteran-Owned Small Business

Small Disadvantaged Business

HUBZone Small Business

- (J) These SBSDB goals are not intended to be mandatory but Proposers are encouraged to keep these goals in mind when developing their subcontracting plan. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by women may count toward each of the three goals.
- (K) E-Verify (formerly known as the Basic Pilot/Employment Eligibility Verification Program). E-Verify is an internet-based system operated by the Department of Homeland Security in partnership with the Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Proposers shall demonstrate current or recently initiated enrollment, and current or planned participation in E-Verify. Additional information and registration for E-Verify may be obtained at <http://www.dhs.gov/e-verify>.

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EXHIBIT B (continued)

(3) Award without Discussions

(i) The Government intends to evaluate proposals and award a contract based on the initial offer. It is particularly important that each Proposer be fully responsive in providing their best offer initially, since there may be no opportunity to revise proposals at a later date.

(ii) Proposers' initial proposals will be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face will be eliminated from further consideration before the initial evaluation.

(iii) Failure of Proposers to respond to or follow the instructions regarding the organization and content of the proposal shall result in the entire offer being eliminated before initial evaluation.

(iv) An incomplete or deficient cost/business proposal will impede the Contracting Officer from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If a Proposer's initial cost/business proposal is so grossly deficient or ambiguous that a cost analysis cannot be performed, or proposed costs are not supported or do not track to the supporting data, that Proposer's cost/business proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

(v) Accounting System Approval. Proposers are only eligible for award if their accounting system has been approved by the cognizant audit agency. In addition, the Government cannot approve a cost type subcontract to a proposed subcontractor who does not have an approved accounting system. As the Government intends to make award without discussions, a Proposer shall indicate how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system without involvement of the Government.

(4) Consistency Between Technical and Cost/Business Proposals

(i) Proposers are required to demonstrate consistency between the labor cost shown in the cost/business proposal and the labor resources included and evaluated in the technical proposal.

(ii) First, the cost/business proposal shall reflect realistic hours proposed for individuals identified in the technical proposal. Second, the labor rate proposed for the labor category shall be consistent with the rates of persons whose resumes are submitted for technical evaluation. Finally, the hours of the proposed Program Manager and Principal Investigators shall be reflected in the cost/business proposal.

(iii) Any attempt to have the technical proposal evaluated with a higher priced, highly qualified team and the cost/business proposal evaluated with a lower priced, less skilled team will result, at a minimum, in the Proposer's proposal

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EXHIBIT B (continued)

being adjusted or evaluated at the higher cost, or at worst, being removed from consideration for award for failure to follow solicitation instructions.

Attachment

Contract Template

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in the following Attachment "Contract Template". The contract may include a liquidated damages clause at the discretion of the State.

CONTRACT
08PSX0166

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
PORT SECURITY GRANT PROGRAM FOR THE DEPARTMENT OF EMERGENCY
MANAGEMENT AND HOMELAND SECURITY.

Contract Award Date

Contract # **08PSX0166**

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This Contract (the “Contract”) is made as of the 1st day of December, 2008, by and between, _____ (the “Contractor,”) with a principal place of business at _____, acting by _____, its _____ and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Pamela Anderson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Department of Emergency Management and Homeland Security
 - (d) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (e) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (f) Contractor Parties: 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.
 - (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.

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- (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A Proposer’s submittal in response to a Request for Proposals.
 - (m) Proposer Parties: A Proposer’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 Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: 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.
 - (o) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from _____ through _____.
- The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.”
4. Price Schedule, Payment Terms and Billing.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as

applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Agency may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the Agency or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the Agency’s part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency’s sole discretion, as if the Rejected Goods and Contractor Property were the Agency’s or State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the Agency or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Agency shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the Agency and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have

against the Agency and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this section.
- 6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
- 7. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
- 7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
- 8. Termination, Cancellation and Expiration.
 - (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 Performance under the Contract prior to such date. The Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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.

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- (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Proposer to Perform in the notice prior to the effective date of Termination or Cancellation, 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) To the extent that the Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A. In addition, the Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Agency and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such 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, DAS may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Reserved

- 11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such 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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the

Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Agency requirements, particularly the Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

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- (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 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 reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and the Client Agency, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency.
 - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.
16. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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- (a) Perform fully under the Contract;
 - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract do not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it

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and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. **Setoff.** In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. **Force Majeure.** The State and the Contractor 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. 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.
24. **Advertising.** The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. **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. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. **Representations and Warranties.** The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or

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against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

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- (q) they owe no unemployment compensation contributions;
 - (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (t) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (v) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (x) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (z) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (bb) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the

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Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. 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.
30. Exhibits. All 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.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor

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John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, 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.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

- (1) Who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise and
 - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
 - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent

books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

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

33. Tangible Personal Property. 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:

- (a) 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;
- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) 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;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) 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.

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.

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 the Act.

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34. **Whistleblowing.** This Agreement is subject to the provisions of §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 Agreement. 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.

35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Pamela Anderson

If to the Contractor:

COMPANY NAME: _____

NAME: _____

ADDRESS Line 1: _____

ADDRESS Line 2: _____

City: _____ State: _____ Zip: _____

Attention: Company: _____

Signatory Name: _____ Title: _____

36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

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- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. **Parties.** To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."
40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor

from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. 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.
42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
 - (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. 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 the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

47. 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.
48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the 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 request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or 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. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. 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.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat

any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.
52. 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.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.
57. Health Insurance Portability and Accountability Act.
 - (a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:

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- (1) “Business Associate” shall mean the Contractor.
 - (2) “Covered Entity” shall mean DAS, the Client Agency or both, as applicable.
 - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (4) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (10) “This Section of the Contract” refers to the HIPAA Section of this Contract, in its entirety.
 - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contractor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (c) The Contractor and the Client Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
 - (d) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
 - (e) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103.
 - (f) The Contractor is a “business associate” of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.

(g) Obligations and Activities of Business Associates

- (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.
- (9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(h) Permitted Uses and Disclosure by Business Associate

- (1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations Of Covered Entity

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination

- (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.
- (A) Effect of Termination, Cancellation and Expiration
Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(1) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall encrypt any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as

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confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA) as it may be amended from time to time. This shall be a continuing obligation for compliance with the EWTA standard as it may change from time to time.

- (b) In the event of a breach of security or loss of State data, the Contractor or Contractor Parties shall notify the client agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or suspicion of such breach or loss that such data has been compromised through breach or loss.

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IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]

STATE OF CONNECTICUT
Department Of Administrative Services

By: _____

By: _____

Print or Type Name

Print or Type Name

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES

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EXHIBIT B

PRICE SCHEDULE

EXHIBIT C
SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision