

REQUEST FOR PROPOSALS
State of Connecticut: State-wide Waste Composition and Characterization Study
RFP #DEP PPD-5092008
Table of Contents

1. Background	1
2. Maximum Proposal Amount	2
3. Purpose of the RFP	2
4. Anticipated Contract Term	3
5. Required Qualifications.....	3
6. Submission Deadline.....	3
7. Review Criteria.....	3
8. Instructions for Proposers.....	4
A. CTDEP’s Official Agency Contact	4
B. Proposer’s Representatives.....	4
C. Communications Notice.....	4
D. RFP Timeline.....	4
E. Letter of Intent	4
F. Inquiry Procedures.....	4
G. Resource Information	5
H. Confidential Information.....	5
I. Affidavit Concerning Gifts and Campaign Contributions.....	5
J. Campaign Contribution Ban.....	5
K. Minimum Submission Requirements.....	5
L. Multiple Submissions	5
M. References	5
N. Contract Compliance Requirements (required for any application exceeding \$3,000.00)	6
O. Style Requirements.....	6
P. Packaging and Labeling Requirements.....	6
9. Required Format for Proposals.....	7
10. RFP Conditions	11
11. Agency’s Standard Contract and Conditions and State’s Contract Compliance Requirements.....	13
12. Attachments.....	13
Appendix A Connecticut Waste Sort Materials	14
Appendix B Definitions of Material Types*	16
Appendix C Bid Sheet	21
Letter of Intent To Submit A Proposal	22
Sample Contract Standard Terms and Conditions.....	23

1. Background

In 2006, the State of Connecticut Department of Environmental Protection (CTDEP) amended the *State’s Solid Waste Management Plan (referred to as the Plan)*. This Plan now serves as the basis for Connecticut’s solid waste management planning and decision making through to the year 2024. The Plan addresses a wide range of solid wastes, focusing primarily on municipal solid waste (or MSW, what is commonly considered household and commercial trash) and debris resulting from construction and demolition activities (C&D waste). The Plan has a target of a 58 percent MSW disposal diversion rate by 2024; the current estimated diversion rate is 30 percent. The Plan establishes as its foremost overarching goal of significantly reducing the amount of Connecticut generated solid waste requiring disposal through increased source reduction, reuse, recycling and composting. The Plan places the focus on those strategies that will maximize the amount of waste source reduced, recycled and composted.

Currently, the MSW that is generated in Connecticut is estimated at 3.8 million tons per year. In managing this waste, approximately 30 percent is recycled, 57 percent is burned at six regional resources recovery facilities (RRFs), 9 percent is disposed out-of-state, and 4 percent disposed at in-state landfills.

The Department needs more data and information to determine how to achieve the 58 percent target rate and has identified certain steps to be undertaken to achieve this goal. The State of Connecticut (the State) has not previously conducted any statewide municipal solid waste characterization study. The *State Solid Waste Management Plan* includes Strategy 6-7 that states that the CTDEP will conduct a solid waste characterization study for the purpose of better targeting waste disposal diversion efforts and estimating associated costs for managing the waste stream. In addition, the CTDEP's Hearing Officer's Report (dated November 2006) leading up to the Plan's adoption, indicated that this study would be given a high priority/short-term implementation status for the Department. Further, the Hearing Officer's Report stated that the Department would continue to monitor the State's disposal diversion rates and conduct a comprehensive analysis of the disposal diversion rate at the mid-point of this planning period, by the year 2016, for the purpose of determining the success to date and future expectations in achieving the desired results as set-forth in the Plan.

Sources of information: For this RFP, the applicant is referred to the *State Solid Waste Management Plan, amended December 2006*. Respondents to this RFP are expected to use this document to obtain an understanding of the State's current solid waste management policies, programs and infrastructure. This Plan can be accessed at: www.ct.gov/dep/swmp. The applicant is made aware that while the CTDEP was developing the Plan, we looked to "proxies" to assist in our understanding and estimating of the MSW disposal stream composition in Connecticut. The proxies used for Connecticut's residential MSW was the composition of New York City's residential MSW and for the commercial MSW, the composition of Pennsylvania's commercial MSW was used. Further, the applicant is encouraged to draw upon other appropriate sources for information that is related to this study (i.e., permitted facilities; US Census Bureau statistics, other).

The purpose of this RFP document is to provide interested parties with information to enable them to prepare and submit a proposal for a state-wide MSW composition and characterization study (the Study) that is representative of Connecticut's generated Residential and Institutional/Commercial/Industrial (I/C/I) MSW that is disposed of at both in-state and out-of-state solid waste management facilities. This proposed Study focuses on the disposed waste stream and not on materials that have been diverted through recycling, composting, or source reduction. Approximately 70 materials, aggregated into eight categories, will be analyzed for the study. The listing of categories and the number of materials identified can be the subject of contract negotiations; the CTDEP is receptive to alternative proposals put forth by applicants that may amend/collapse the number of materials to be sorted but yet still provides the State with a good understanding of the waste disposal stream. Data must be collected in a manner that is statistically representative of the waste stream being characterized. It is expected that the study will present the results by calculating the mean, present 90% confidence intervals, and standard deviations for individual material categories.

The State, as represented by the CTDEP, intends to use the results of this solicitation to award a contract for the purpose of conducting a state-wide composition and waste characterization study.

2. Maximum Proposal Amount

Proposals in excess of \$200,000.00 shall not be considered.

3. Purpose of the RFP

The purpose of the RFP is to secure the services of an experienced Contractor capable of conducting MSW sorts at in-state permitted solid waste facilities and preparing a statewide MSW disposal composition and characterization report. This study will establish a baseline for measuring future success in reaching the State's goal of 58 percent MSW disposal diversion, as well as providing guidance in developing an approach that could be considered in reaching the State's diversion goal. The following objectives for this study include:

1. Gather waste composition data using a methodology that is statistically representative of the State's generated MSW being disposed of at both in-state and out-of-state permitted solid waste management facilities (both public and private facilities).

2. Develop a state-wide waste characterization and quantification by weight for each measured material type of the MSW received for disposal at solid waste management facilities (Resources Recovery Facilities, Transfer Stations, Landfills, other types of facilities).
3. Determine demographic variability and differentiate waste composition from the Residential and Institutional/Commercial/Industrial (I/C/I) sectors for the purpose of differentiating MSW disposal composition from each of these sectors.
4. Determine the types and quantities of potentially recoverable recyclable and compostable materials found in the disposed MSW stream.
5. Gather data on the Connecticut MSW disposal stream that can be used to improve existing solid waste programs and plan for the types of facilities that may be needed to manage targeted portions of the MSW stream.
6. Design of the study so that it can be replicated at a future date.
7. Provide a web-based educational component. Examples include: study summary including pictures of the sorting that was conducted, an overview of the project and major findings; preparing a web-based guidance document that provides information for municipalities on how to conduct their own waste characterization study.

4. Anticipated Contract Term

- 18 months duration

5. Required Qualifications

The Contractor's personnel assigned to this project shall be qualified through experience and education in conducting solid waste sorts and analyzing solid waste sort data and preparing statewide waste characterization data and final reports.

6. Submission Deadline

Letter of Intent to Apply to be received by 4:00 p.m. on 05/22/08.

All applications must be received at DEP's Hartford Offices (79 Elm Street, Hartford, CT) and date stamped by 4:00 p.m. on 06/19/08.

7. Review Criteria

The following is the criteria that will be used in evaluating this RFP:

1. Individual or Organizational Capacity
 - a. Ability to meet Submittal Requirements, Terms and Conditions of this RFP
 - b. Qualifications/expertise - Ability to provide services
 - c. References/past performance
 - d. Health and Safety (firm's Corporate Health and Safety Plan and past performance).
 - e. Business Information
2. Outline of Work
 - a. Proposed Preliminary Study Design
 - b. Quality Assurance
3. Personnel Resources
 - a. Qualifications of project manager
 - b. Key personnel
 - c. Contract Compliance Requirements
4. Cost
 - a. Bid factors

8. Instructions for Proposers

A. CTDEP's Official Agency Contact

All applications/materials must be submitted to and communications shall be with:

Tatiana Abreu
CTDEP – Planning & Program Development
79 Elm Street, 3rd Floor
Hartford, CT 06106-5127
Phone: (860) 418-5919
Fax: (860) 424-4153
e-mail: tatiana.abreu@ct.gov

B. Proposer's Representatives

Provide the "legal" name (if a Connecticut firm, name must be exactly as registered with the Secretary of State as listed on Concord, located at: <http://www.concord.sots.ct.gov/CONCORD/index.jsp>), title (if applicable), address, telephone and FAX numbers, e-mail address(s), and normal hours when you can be reached. Social Security or FEIN will be required when the contract is drafted.

C. Communications Notice

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

D. RFP Timeline

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

05/09/08	RFP Released
05/22/08	Letter of Intent Due* (requested) - Deadline for Questions
06/05/08	Answers Released
06/19/08 4:00 p.m.	Deadline for Submitting Proposals (received and stamped in by 4:00 pm)
07/03/08	Contractor Selection – Notification to Applicants Mailed; Start of Contract Negotiations
08/15/08	Contract Language Finalized for Signature Process

E. Letter of Intent

CTDEP requests that any Proposer intending to respond to this RFP complete and submit a Letter of Intent (form attached) to the Official Agency Contact by US mail or facsimile not later than (5/22/08). As an original signature is required, a letter of intent sent by e-mail will not be accepted. The letter of intent is non-binding, in that the Proposer is not required to submit an application.

F. Inquiry Procedures

Proposers may submit questions about the RFP to the Official Agency Contact on or before (05/22/08). Questions must be in writing and submitted by US mail, facsimile, or e-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions. The agency will distribute official answers to the questions, in the form of a written amendment, not later than (06/05/08). All Proposers who submitted a letter of intent will be notified directly via email. Any and all amendments to this RFP will be posted by (06/05/08) on the DAS website. A link to that website can be found at the bottom of the page located at <http://www.ct.gov/dep/publicnotices>

G. Resource Information

The State of Connecticut, Solid Waste Management Plan, amended December 2006 is a primary resource document. Respondents to this RFP are expected to use this document to obtain an understanding of the State's current solid waste management policies, programs and infrastructure. This Plan can be accessed at: www.ct.gov/dep/swmp. If Respondent wishes to view a hard copy, an appointment can be scheduled with the Official Agency Contact or it can also be viewed at the State Library.

H. Confidential Information

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

I. Affidavit Concerning Gifts and Campaign Contributions

Pursuant to Public Act 04-245, all Proposers must provide a signed affidavit attesting to whether or not gifts were provided to certain public officials or State employees during the two-year period preceding the submission of a proposal. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who files an affidavit pursuant to Public Act 04-245 shall disclose in those affidavits all contributions made to campaigns of candidates for state-wide public office or the General Assembly. Further, any Contractor who is awarded a large State contract shall update the affidavit on an annual basis. For the most current information about affidavits, go to: http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=386312&opmNav_GID=1386

J. Campaign Contribution Ban

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [See SEEC Form 10.](#)

K. Minimum Submission Requirements

At a minimum, proposals must: (1) be submitted on or before the deadline, (2) include one clearly marked original and three photocopies of the proposal and all attachments, (3) follow the required format, (4) satisfy the packaging and labeling requirements, (5) be complete, and (6) include the required affidavits concerning gifts and campaign contributions. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

L. Multiple Submissions

Multiple proposals by the same Proposer will be considered. However, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

M. References

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

N. Contract Compliance Requirements (required for any application exceeding \$3,000.00)

See [CHRO website](#) for specific forms. The following table will assist in determining which forms are required.

Contract Amount	Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE’s, as applic.	Affirmative Action Plan Required	CHRO Requires Pre Approval of Affirmative Action Plan
\$0-\$4,000.00	No paperwork required.		
\$4,000.01 - \$9,999.99	No	No	n/a
Non Public Works Contract			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No
Public Works Contract			
\$10,000 - \$50,000.00	Yes	No	n/a
\$50,000.01 - \$500,000	Yes	Yes	No
\$500,000.01 or more	Yes	Yes	Yes

The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

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

O. Style Requirements

Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) be printed, double-sided on white paper that consists of recycled content having at least 30% post consumer content, (3) use Times New Roman font type and font size of not less than 10 and not more than 12 points, (4) have margins of not less than 1” on the top, bottom, and sides of all pages, (5) be not more than 20 pages in length, plus any attachments required under the criteria, (6) display the Proposer’s name on the header of each page, and (7) display page numbers at the bottom of each page.

P. Packaging and Labeling Requirements

All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and address of the Proposer must appear in the upper left hand corner of the envelope or package. **An original** (clearly identified as such) **and three conforming copies** of the proposal must be submitted. The proposal must be signed by the applicant. Unsigned proposals will be rejected. Proposals transmitted by facsimile or e-mail will not be accepted or reviewed.

9. Required Format for Proposals

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

A. Contractor Information

Provide the information requested below:

1. Name of Proposer
2. Business Location
3. Mailing Address
4. Telephone Number
5. E-mail Address (If Available)
6. Federal Employer ID Number / Social Security Number

B. Proposer's Representatives

The Proposer must designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary. Provide the following information for each individual.

- A. Names
- B. Telephone Numbers
- C. Normal Hours of Work

C. Individual or Organizational Profile

1. Qualifications and Expertise

Qualifications

- a. Present the type(s) of expertise that your firm can provide in regard to the requested services.
- b. State how long your firm has provided this type(s) of service.
- c. Provide an organizational chart of your proposed team and include the respective roles that each employee will provide for the team.
- d. Provide a summary of personnel and equipment and their availability.
- e. Provide a complete description of your firm's ability to provide the services sought under this RFP.

Health and Safety

- a. Provide your firm's Corporate Health and Safety Plan that is certified by an Officer of your firm and identifies the effective date of such plan.
- b. Provide resumes of corporate health and safety officers and a statement describing the lines of communication and procedures to implement the health and safety program with staff.
- c. Provide a past performance history of your firm's Health and Safety Plan, specifically provide information on it related to similar types of work projects.
- d. Describe your health and safety program including training levels of the staff completing work on this project, document that these are consistent with trade standards for worker health and safety.

Quality Assurance/Quality Control

- a. Provide information describing your firm's quality assurance and quality control programs.
- b. Describe quality assurance and quality control protocols specific to past waste characterization studies conducted by your firm.

2. Organization Chart

If the Proposer is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.

3. Legal Status

If the Proposer is a firm or corporation, describe the organization's legal status (e.g., sole proprietorship, partnership, limited partnership, corporation, subchapter S corporation). Report where (in which states) the organization is registered to do business and whether it is nonprofit or profit making.

4. Financial Condition

If the Proposer is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Proposer has been in business for less than two years, such Proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

5. References/Past Performance

Include three letters of reference from recent clients (where your firm has provided services within the past five years). Provide the following information for each reference: name, title, company address, and phone number.

Provide a list and description of up to three (3) projects that your firm completed. Provide contract values, numbers and customer contact information.

Provide examples of any unforeseen problems that arouse during projects. What are these problems and why did they occur? How did firm willing and able to "troubleshoot" the problem and present solutions to the client? How were these problems resolved and were they resolved to the client's satisfaction.

D. RFP Applicant to prepare and submit a Preliminary Study Design Proposal (includes Deliverables, Schedule). The outline for the Study is found below. However, it should be noted that the CTDEP is receptive to consider alternative approaches to the study design while meeting the objectives as set forth for this study; specifically, the number of sorts and selection of season, and the categories and the number of materials listed. If the RFP applicant proposes an alternative, a discussion needs to be included which explains what the alternative will achieve in terms of representativeness, accuracy and precision.

1. Preliminary Study Design Proposal and methodologies. In developing a Preliminary Study Design Proposal, the applicant should consider and address the following:

- Present a study design and a sampling methodology for the composition and characterization study that is representative of both the residential and the I/C/I MSW streams. Only MSW waste generated within the State of Connecticut will be included in this study. The Contractor will need to determine the Residential and I/C/I portion of the MSW stream.
- Describe the sorting methodology, sorting procedure, roles of the State, the Contractor, and the permitted solid waste management facility. The RFP proposer will include a data collection and recording plan as part of the study design. This plan will specify the data collection protocol and proposed methodology to record composition and weights and to determine the percent of the waste stream that is residential and I/C/I. Identify how the wet weight is accounted for in the results.

- Describe how the proposed sampling methodology will achieve the level of accuracy and precision required by the CTDEP. Describe the approach used to analyze the data obtained through the waste sorts.
- Anticipate undertaking at least two seasonal MSW waste sorts at Connecticut permitted solid waste facilities; preferred seasons would be Fall, Spring or Summer. However, the applicant is encouraged to consider the available funding resources when determining an alternative number of sampling event periods.
- Based on the number of sampling periods and the study design, include the types, number and location of permitted solid waste sites that would be selected. The sites could include CTDEP permitted solid waste management facilities: resources recovery facilities, MSW transfer stations, sanitary landfills, and rail transport facilities. Consider including both publicly and privately owned facilities and include those facilities that manage MSW for disposal at both in-state and out-of-state permitted solid waste management facilities. A description of the methodology used to determine the selection of these sites is to be included.
- A sort of the MSW could include up to approximately 70 separate material wastes, included under eight major categories of waste (paper; plastics; metals; glass; organic materials; construction and demolition that gets disposed with MSW; other wastes; and electronics). See Attachment A and B for the listing and definitions, respectively. Please note that the number and types of materials and the waste categories can be negotiated at time of contract award.
- Identification of what is in the MSW stream will be by weight (not volume).
- During the sort, it is expected that the Contractor shall note any unusual or remarkable occurrences that will enhance the data analysis.
- Describe how the waste that is sorted will be managed. For example, describe coordination with the permitted solid waste management facility to dispose of sorted MSW with MSW at that facility, the management of the HHW, and other disposal needs. HHW that is separated during the sort is to be disposed of according to the management procedures in which the site is located.
- Include a description of the proposed method of working with the agency, the resources or services requested of the agency (if any), and the proposed method of receiving agency approval of deliverables.
- Describe the types, formats and content of reports to be developed and related sampling sheets and forms. The RFP proposer is to provide to the CTDEP sample printouts showing how the data will be organized, analyzed and reported prior to analysis of the data. The successful contractor will enter data collected into spreadsheets or a database compatible with Microsoft Office system software. The contractor will maintain the data in format that can be transferred to the CTDEP for subsequent use by the CTDEP staff. The data will include documentation describing how the data are organized and formatted, item description descriptions, and any special characteristics of the dataset. The final data will be submitted to the CTDEP and become the exclusive property of the CTDEP.
- Reporting: The description that follows is intended to provide to the RFP applicant the expectation by the CTDEP as to the reporting requirements. At a minimum, the contractor is expected to prepare and provide to the CTDEP, a preliminary draft and a final comprehensive report in both paper (3 copies) and in electronic (1 copy) form using an electronic format approved by the department and covering the following:

- An executive summary describing the background, scope, purpose, study design, field methods and results of the study.
- An introduction including project background, scope, the purpose and objectives of the study and a description of how the study was conducted.
- A description of the study design and how it was developed, including statistical background or methods used, site selection process, final sampling locations and numbers of samples, explanation of any differences between the final plan and actual sampling done, and any significant problems or findings in study design. A description as to how QA/QC was performed.
- A description of how the work was conducted including step-by-step process of how samples were selected, collected, sorted and weighed, and how data were collected and aggregated to estimate the percent and quantity by source. Include any explanations of any special circumstances, changes in plans or techniques and any special findings. The methodology used to convert the data from each separate waste sort into a waste characterization. A description as to how QA/QC was performed.
- Results for all parts of the study including: a waste composition table for all categories and materials a) statewide; b) by site; and c) by site and sector, showing average percent; standard deviation; confidence interval; number of samples characterized; and other data as appropriate. Present a summary of the findings in graphic presentations, as well as in narrative form.
- Develop a recommendation for future waste composition studies including timeframe, possible revisions to the methodology used, number of seasons sampled, and other information that will help assess the composition of the waste stream in future years.

2. Deliverables

The expected deliverables for this Study include:

- Preparing and submitting to the CTDEP for their review and approval a Final Study Design and Final Staff Plan;
- Conducting and completing Sampling and Sorting Event(s);
- Performing Data Entry and Analyses and developing an Interim Report (following the first complete sort only);
- Preparing and submitting to the CTDEP for their review and approval a Draft Final Report; and
- Preparing and submitting to the CTDEP for their approval a Final Report and a transfer of data to the CTDEP in a format (both hard copy and electronic form) agreed upon between the two parties.

E. Personnel Resources

1. Staffing Plan

- a. Identify the personnel resources that will be assigned to each activity delineated in the study design proposal (above). State the proportion of time that personnel will allocate to each task of the project.

2. Key Personnel

- a. Identify the key personnel that will be assigned to this project. Attach resumes reflecting their qualifications, including related work experience.

- b. Provide examples for Project Managers that demonstrates prior experience for the types of project required. Include the date(s) for each project; the name of the client/organization for each project; list the project manager’s responsibilities and tasks on each project.
- c. Describe site-specific project management experience including scheduling and project coordination.
- d. Provide a listing and description of professional licenses/accreditations and a summary of education for the Project Manager; include the year that each license/accreditation was received.

3. Contract Compliance Requirements

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

F. Proposed Cost

Include a cost proposal using the required format (below). Proposers must submit all-inclusive fixed cost based on completion of entire project. Proposer must include both labor and materials in cost.

The cost proposal must be prepared on one sheet of 8”x11” white paper. The Proposer’s contact information must be printed at the top of the proposal.

Deliverable	Fixed Cost
Preparing and submitting to the CTDEP for review and approval a Final Study Design and Final Staff Plan	
Conducting and completing Sampling and Sorting Event(s)	
Performing Data Entry and Analyses and developing an Interim Report (following the first complete sort only);	
Preparing and submitting to the CTDEP for their review and approval a Draft Final Report	
Preparing and submitting to the CTDEP for their approval a Final Report and a transfer of data to the CTDEP in a format (both hard copy and electronic form) agreed upon between the two parties.	
10% Other (Contract amount shall be retained until project completion)	\$20,000.00

G. Conflict of Interest

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

10. RFP Conditions

- A. All proposals in response to this RFP are to be the sole property of DEP. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of DEP.

- C. Timing and sequence of events resulting from this RFP will ultimately be determined by CTDEP.
- D. The Proposer agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.
- E. CTDEP may amend or cancel this RFP, prior to the due date and time, if CTDEP deems it to be necessary, appropriate or otherwise in the best interests of CTDEP. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
- F. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by CTDEP or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by CTDEP or its designee. At its discretion, CTDEP may require the removal and replacement of any of the Proposer's personnel who do not perform adequately on the project, regardless of whether they were previously approved by CTDEP.
- G. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.
- H. A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- I. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by CTDEP at the Proposer's sole cost and expense.
- J. In some cases, Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP's Screening Committee.
- K. The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the Proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of DEP participated directly in the Proposer's proposal preparation.
- L. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- M. The Proposer must accept CTDEP's standard contract language and conditions. (See Standard Contract and Conditions attached.)
- N. The contract will represent the entire agreement between the Proposer and CTDEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. DEP or the State shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by CTDEP and by the AG's Office. The contract may be amended only by means of a written instrument signed by CTDEP, the Proposer, and the AG's Office.
- O. Rights Reserved to DEP

The CTDEP reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior State contract, or if the proposal limits or

modifies any of the terms and conditions and/or specifications of the RFP. The CTDEP also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CTDEP will be served.

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

Finally, the CTDEP reserves the right to not award.

11. Agency's Standard Contract and Conditions and State's Contract Compliance Requirements

See Attachment for Standard Contract Conditions.

12. Attachments

- A. Connecticut Waste Sort Materials
- B. Definitions of Material Types
- C. Bid Sheet

Appendix A Connecticut Waste Sort Materials

MATERIAL NUMBER	MATERIAL CATEGORIES
Paper	
1	Boxboard and Chipboard
2	Uncoated corrugated cardboard and Kraft Paperbags
3	Coated OCC and offshore cardboard
4	High Grade Office Paper - ground wood free - including white and colored ledger, envelopes, computer paper
5	Other Office Paper such as coated papers, NCR paper, paper ream wrappers, ground wood papers, file folders, etc.)
6	Magazines/Catalogs
7	Newsprint (ONP)
8	Phone Books and Directories
9	Other Miscellaneous Paper
Plastics	
10	#3 - #7 Plastic Containers – which originally contained non-hazardous material
11	Durable Plastic Items
12	Film – Non-bag clean commercial and Industrial Packaging film
13	Plastic Grocer and Other (Plastic) Merchandise Bags
14	HDPE Bottles – colored and natural – which originally contained non-hazardous material
15	HDPE Containers other than bottles (i.e., pails, paint cans, other) – which originally contained non-hazardous material
16	PET Bottles – which originally contained non-hazardous material – not including deposit containers
17	PET Containers other than bottles – which originally contained non-hazardous materials
18	Pallets – plastic
19	Miscellaneous other plastics
Metals	
20	Aluminum Cans that originally contained non-hazardous materials – not including deposit container
21	Steel Cans that originally contained non-hazardous material
22	Compressed Fuel Containers/Propane Tanks (separate out 1 lb or less)
23	Other metal other than appliances and other than C&D (includes ferrous and non-ferrous)
Glass	
24	Amber and Clear Glass Packaging Containers – which originally contained non-hazardous material not including deposit containers
25	Flat Glass – plate glass uncoated
26	Green and Other colored glass packaging Containers – which originally contained non-hazardous material not including deposit containers
27	Miscellaneous other glass (Non C&D) including ceramic cups, dishes, etc
Organic Materials	
28	Bottom Fines/Dirt
29	Land clearing wood – e.g., logs, stumps
30	Food Waste
31	Leaves and Grass (Count leaves and grass separately)
32	Woody Yard Waste, Prunings and Trimmings
33	Untreated wood – not including land clearing or yard waste.
34	Manures
35	Other Organic Material

Construction and Demolition (disposed in the MSW stream)	
36	Asphalt, brick and concrete
37	Roofing Shingles
38	Drywall/Gypsum Board
39	Wood – treated
40	Scrap metal
41	Other C&D that may end up in the MSW stream
Other Waste	
42	Appliances – white goods, air conditioners, microwaves (need to check the bulky waste dumpsters)
43	Ballasts – CFL and other Fluorescents
44	Batteries - alkaline
45	Batteries – NiCd and other re-chargeable
46	Batteries - Lead Acid (vehicle batteries – car, boat, other)
47	Carpet/Carpet Padding (need to check the bulky waste dumpsters)
48	CT Deposit beverage containers – glass, metal, plastic
49	Furniture (need to check the bulky waste dumpsters)
50	Latex Paint in containers
51	Mattresses/box springs (look at bulky waste containers during sort, not just MSW containers).
52	Empty Metal, glass, and plastic containers that originally contained toxic materials
53	Oil-based Paint and Stain in containers
54	Pesticides/Fertilizers
55	Restaurant Fats, oils and grease
56	Sharps
57	Textiles, other than carpet (clothing, fabrics, etc)
58	Vehicle and Equipment Fluids, used oil filters
59	Other hazardous waste including household hazardous waste found in the MSW stream; mercury containing devices and containers of elemental mercury; other.
60	Other oversized MSW
61	Other Miscellaneous– diapers, absorbents, kitty litter, smoke detectors, other
Electronics	
62	Computer-related Electronics
63	Other Small Consumer Electronics (i.e., cell phones, iPods, PDAs)
64	Televisions of any kind and other items w/ CRTs
65	Other larger electronics such as stereos, VCRs, DVDs

Total 65 material types

Appendix B Definitions of Material Types*

(see footnote on end page for sources of definitions used)

Paper

1. **Boxboard and Chipboard.** Boxboard is a type of uncoated paperboard made from recovered fibers used to make boxes such as cereal boxes. Chipboard is a similar type of uncoated paperboard used in non-folding applications such notebook backing, book covers, etc.
2. **Uncoated Corrugated Cardboard and Kraft Paper-bags.** Shipping containers made with kraft paper linerboard and corrugated medium, usually has three layers. The center wavy layer is sandwiched between the two outer layers. It does not have any wax coating on the inside or outside. Examples include entire cardboard containers, such as shipping and moving boxes, and sheets and pieces of boxes and cartons. This type does not include chipboard. (CA) Kraft paper bags means bags and sheets made from Kraft paper. Examples include grocery paper bags, fast food bags, department store bags, and heavyweight sheets of Kraft packing paper. (CA)
3. **Coated OCC and Offshore Cardboard.** Coated cardboard is corrugated cardboard coated with wax or plastic. (Wisconsin). Offshore cardboard is cardboard shipping containers manufactured overseas and containing bogus liners or center medium. Color is somewhat lighter/more yellow than North American produced materials.
4. **High Grade Office Paper.** This type of paper is ground wood free paper; usually sulfite or sulphate paper; includes office printing and writing papers such as white ledger, color ledger, envelopes, and computer printout paper, bond, rag, or stationary grade paper. This subtype does not include fluorescent dyed paper or deep-tone dyed paper such a goldenrod colored paper. (CA)
5. **Other Office Paper.** Office papers not included in High Grade Office Paper definition – such as file folders, NCR papers, paper ream wrappers, expanding folders; report covers, deep-toned or fluorescent dyed paper, goldenrod colored paper, etc.
6. **Magazines/Catalogs.** Means items made of glossy coated paper. This paper is usually slick, smooth to the touch, and reflects light. Examples include glossy magazines, catalogs, brochures, and pamphlets. (CA)
7. **Newsprint.** Means that class or kind of paper chiefly used for printing newspapers – i.e. uncoated ground wood paper.
8. **Phone Books and Directories.** Means thin paper between coated covers. These items are bound along the spine with glue. Examples include telephone books, “yellow pages,” real estate listings, and some non-glossy mail order catalogs. (CA)
9. **Other Miscellaneous Paper.** Means items made mostly of paper that do not fit into any of the above subtypes. Paper may be combined with minor amounts of other materials such as wax or glues. This subtype includes, paper plates and cups, napkins, paper towels, paper packaging, school construction paper/butcher paper, ice cream cartons and other frozen food boxes, greeting cards, pulp paper egg cartons, pulp paper plants pots, and hardcover and soft-cover books. (CA)

Plastics

10. **Plastic Containers #3-#7 (which originally contained non-hazardous material).** Means plastic containers made of types of plastic other than HDPE or PET. Items may be made of PVC, PP, or PS. When marked for identification, these items may bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol. This subtype also includes unmarked plastic containers. (CA)

11. ***Durable Plastic Items.*** Means plastic objects other than disposable package items. These items are usually made to last for a few months up to many years. These include the plastics used in children toys, furniture, plastic landscape ties; plastic railroad ties, mop buckets, sporting goods, etc.
12. ***Film (non-bag clean commercial and industrial packaging film).*** Means film plastic used for large-scale packaging or transport packaging. Examples include shrink-wrap, mattress bags, furniture wrap, and film bubble wrap. (CA)
13. ***Grocery and other Merchandise Bags.*** Means plastic shopping bags used to contain merchandise to transport from the place of purchase, given out by the store with the purchase. Includes dry-cleaning plastic bags intended for one-time use. (CA)
14. ***HDPE Bottles, colored and natural, (which originally contained non-hazardous material).*** Means natural and colored HDPE containers. This plastic is usually either cloudy white, allowing light to pass through it (natural) or a solid color, preventing light from passing through it (colored). When marked for identification, it bears the number “2” in the triangular recycling symbol and may also bear the letters “HDPE.” (CA)
15. ***HDPE Containers other than Bottles(such as pails, paint cans, other).*** Means colored and natural buckets and pails made of HDPE and designed to hold 5 gallons or less of material. This category includes buckets regardless of whether they are attached to metal handles. Examples include large paint buckets and commercial buckets used to contain food for commercial use (restaurants, etc.). These objects are packages containing material for sale, and are not sold as buckets themselves (such as mop buckets).
16. ***PET Bottles/Jars (which originally contained non-hazardous materials).*** Means clear or colored PET bottles other than CT deposit containers. When marked for identification, it bears the number “1” in the center of the triangular recycling symbol and may also bear the letters “PETE” or “PET”. The color is usually transparent green or clear. A PET container usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent.
17. ***PET Containers other than Bottles (which originally contained non-hazardous material).*** Means types of containers such as PET jars, rectangular PET containers used for produce; etc.
18. ***Pallets – plastic.*** Plastic pallets and crating materials commonly used for industrial and commercial packaging and shipping
19. ***Miscellaneous other plastic.*** Means plastic products that do not fit into any of the above categories.

Metals

20. ***Aluminum Beverage Containers (which originally contained non-hazardous product).*** Means beverage containers made from aluminum other than CT deposit containers.
21. ***Ferrous Containers (steel containers; which originally contained non-hazardous product).*** Means rigid containers made mainly of steel, such as food and beverage containers. These items will stick to a magnet and may be tin-coated.
22. ***Compressed Fuel Containers/Propane Tanks.*** Including large compressed fuel containers/propane tanks and small one-pound propane tanks used for lanterns, camp stoves etc. Larger tanks such as those used in home gas grills, RVs.
23. ***Other metal other than appliances and other non C&D ferrous (includes ferrous and non-ferrous).*** Examples include metal clothes hangers, metal pipes, stainless steel cookware, security bars, and scrap ferrous items; etc.

Glass

24. **Amber containers and clear glass packaging containers (which originally contained non-hazardous material and which is not a CT deposit container).** Examples include clear or amber colored wine bottles, nonalcoholic beverage containers, malt beverage containers, mayonnaise jars, and jam jars. *Does not include:* Pyrex, Corningware, crystal and other glass tableware, mirrors, non-fluorescent light bulbs, and auto windshields.
25. **Flat glass – plate glass uncoated.** Examples include window glass, some auto glass.
26. **Green and other colored glass packaging containers (which originally contained non-hazardous material and which are not CT deposit containers).** Includes food and beverage containers.
27. **Miscellaneous other (non C&D) glass.** Includes such items as Pyrex, Corningware, crystal and other glass tableware, ceramic cups, dishes, mirrors, non-fluorescent light bulbs, etc.

Organic Materials

28. **Bottom fines and dirt.** Means small fragments that pass through the ¼” sort screen, and miscellaneous fines and dirt. (WI)
29. **Land clearing wood.** Means trees, stumps, branches, or other wood generated from clearing land for commercial or residential development, road construction, agricultural land clearing, storms, or natural disaster. (CT)
30. **Food Waste.** Means food material resulting from the processing, storage, preparation, cooking, handling, or consumption of food. This type includes material from industrial, commercial, or residential sources. Examples include discarded meat scraps, dairy products, eggshells, fruit or vegetable peels, and other food items from homes, stores and restaurants. This type includes apple pomace and other processed residues or material from canneries, wineries or other industrial sources. (CA, CT)
31. **Leaves and Grass.** Means plant material, except woody material, from any public or private landscapes. Examples include leaves, grass clippings, and plants. This subtype does not include woody material or material from agricultural sources. (CA)
32. **Woody Yard Waste, Prunings and Trimmings.** Means woody plant material up to 4 inches in diameter from any public or private landscape. Examples include prunings, shrubs, and small branches with branch diameters that do not exceed 4 inches. This subtype does not include stumps, tree trunks, or branches exceeding 4 inches in diameter. This subtype does not include material from agricultural sources. (CA)
33. **Wood – Untreated.** Any wood which does not contain an adhesive, paint, stain, fire retardant, pesticide or preservative; includes such items as pallets, skids, spools, packaging materials, bulky wood waste or scraps from newly built wood products. (CT) Under this definition, does not including land clearing debris or yard waste prunings and trimmings.
34. **Manures.** Means manure and soiled bedding materials from domestic, farm, wild, or ranch animals. Examples include manure and soiled bedding from animal production operations, racetracks, riding stables, animal hospitals, laboratories, zoos, nature centers, and other sources. (CA)
35. **Other organic material.** Means organic material that cannot be put in any other type or subtype. This type includes items made of organic materials but may be combined with small amounts of other materials such as glue or wax. Examples include leather items, cork, hemp rope, hair, cigarette butts, wood products (popsicle sticks and toothpicks), and sawdust. (CA)

Construction and Demolition that ends up in MSW waste stream

36. ***Asphalt, Brick, and Concrete.*** Asphalt paving means a black or brown, tar-like material mixed with aggregate used as a paving material. (CA). Concrete means a hard material made from sand, gravel, aggregate, cement mix, and water. Examples include pieces of building foundations, concrete paving, and cinder blocks. (CA)
37. ***Roofing Shingles.*** Means asphalt shingles and tarpaper roofing. (WI).
38. ***Drywall/Gypsum Board.*** Means interior wall covering made of a sheet of gypsum sandwiched between paper layers. Examples include used or unused, broken or whole sheets of sheetrock, drywall, gypsum board, plasterboard, gypsum board, gyproc, and wallboard.(CA)
39. ***C&D Wood – Treated.*** Means wood that contains an adhesive, paint, stain, fire retardant, pesticide or preservative. (CT)
40. ***C&D Scrap Metal.*** Includes C&D ferrous and non-ferrous metals, not including appliances, that makes its way into the MSW waste stream.
41. ***Other C&D that may end up in the MSW stream.*** Construction and demolition material that cannot be put in any other type or subtype. This type may include items from different types combined, which would be very hard to separate.

Other Waste

42. ***Appliances.*** Major appliances that are primarily encased in metal, such as refrigerators, stoves, water heaters, dryers and microwaves; white goods. (WI)
43. ***Ballasts (CFLs and other fluorescents).*** Ballast means a device that electrically controls fluorescent light fixtures and that includes a capacitor. CFLs are compact fluorescent bulbs (CT); fluorescents includes tubular fluorescent lamps.
44. ***Batteries – Alkaline.***
45. ***Batteries – NiCd and other Rechargeable Batteries.***
46. ***Batteries – Lead Acid.*** Lead acid storage batteries most commonly used in vehicles such as cars, trucks, boats, etc.
47. ***Carpet/Carpet Padding.*** Carpet is the general category of flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. (WI). Carpet padding used as a carpet underlay.
48. ***CT Deposit beverage containers.*** Means beverage containers subject to CT's bottle bill and marked as deposit containers in Connecticut.
49. ***Furniture.*** Household items.
50. ***Latex Paint in Containers.*** Paint in containers where paint is not in a solid form.
51. ***Mattresses/box springs (look at bulky waste containers during sort, not just MSW containers).*** Bedding.
52. ***Empty Metal, Glass, and Plastic containers that originally contained toxic materials.***
53. ***Oil based paint and stain in containers.*** Paint or stain in containers.

54. ***Pesticides and Fertilizers.*** Households and commercial products used to destroy or control organisms, pests or enhance plant growth. (WI)
55. ***Restaurant Fats, Oils and Grease.*** Means any fats, oils and grease generated from the food preparation process. (CT)
56. ***Sharps.*** Means discarded sharps that have been used in animal or human patient care or treatment or in medical, research or industrial laboratories. (CT)
57. ***Textiles, other than carpet.*** Includes clothing, fabrics, curtains, blankets, stuffed animals, other cloth material. (WI)
58. ***Vehicle and equipment fluids in containers and oil filters.*** Means containers with fluids used in vehicles or engines. Examples include antifreeze, oil, and brake fluid. This type does not include empty vehicle and equipment fluid containers. (CA). Oil filters include vehicle engine oil filters.
59. ***Other Hazardous or Household Hazardous Waste.*** All household or commercial products characterized as “toxic”, “corrosive”, “flammable”, “ignitable”, “radioactive”, “poisonous”, and “reactive”. (WI)
60. ***Other oversized MSW.*** Oversized MSW that does not fit in any other sort category listed in this section.
61. ***Other miscellaneous.*** Any other type of waste material not listed in any other sort category.

Electronics

62. ***Computer-related Electronics.*** Computer includes personal computers, laptop computers, notebook computers, etc., keyboards, etc. Does not include an automated typewriter or typesetter, a portable handheld calculator, a portable digital assistant or other similar device.
63. ***Other Small Consumer Electronics.*** These items include cell phones, iPods, PDAs.
64. ***Televisions of any kind and other items w/CRTs.*** Television means a stand-alone display system containing a CRT or any other type of display primarily intended to receive video programming via broadcast; computer monitors. (CT).
65. ***Other Larger Electronics.*** These items include stereos, VCRs, DVDs, etc.

Sources of definitions include: California, Connecticut, Iowa, Wisconsin.

Appendix C Bid Sheet

Deliverable	Cost
Preparing and submitting to the CTDEP for review and approval a Final Study Design and a Final Staff Plan	
Conducting and completing Sampling and Sorting Event(s)	
Performing Data Entry and Analyses and developing an Interim Report (following the first complete sort only);	
Preparing and submitting to the CTDEP for their review and approval a Draft Final Report	
Preparing and submitting to the CTDEP for the approval a Final Report and a transfer of data to the CTDEP in a format (both hard copy and electronic form) agreed upon between the two parties.	
10% Other (Contract amount shall be retained until project completion)	\$20,000.00

LETTER OF INTENT TO SUBMIT A PROPOSAL

RFP #DEP PPD-5092008

State of Connecticut

Department of Environmental Protection

RFP for State-wide Waste Composition and Characterization Study

Return to:

Tatiana Abreu
CTDEP – Planning & Program Development
79 Elm Street, 3rd Floor
Hartford, CT 06106-5127
Phone: (860) 418-5919
Fax: (860) 424-4153

Return Deadline: 4:00 P.M., Thursday, May 22, 2008

The individual, firm or corporation below intends to submit a proposal in response to the above referenced RFP.

Note: This letter is a non-binding expression of interest and does not obligate the sender to submit a proposal.

The individual, firm or corporation below has reviewed and, if selected, accepts the agency's standard contract and conditions (provided in the RFP) in their entirety and without amendment

Name:

Mailing Address:

Contact Person:

Telephone:

FAX:

E-mail:

Signature

Title

Date

Sample Contract Standard Terms and Conditions

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

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

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE DEPT. OF ENVIRONMENTAL PROTECTION AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

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

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

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

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

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) 1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of ___ pages numbered A-1 through A-___ inclusive. <p style="text-align: center;">Continued on Page 3 of 4, which is attached hereto and made a part hereof. Page 1 of 4 (Page 2 of 4 is the reverse side of this sheet)</p>
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ___ page(s) numbered B-1 through B-___). Total Payments Not to Exceed the Maximum Amount of \$_____.
--------------------------------------	--

(11) COMMITTED AMOUNT	(12) OBLIGATED AMOUNT
-----------------------	-----------------------

(13) Amount	(14) Dept	(15) Fund	(16) SID	(17) Program	(18) Project	(19) Activity	(20) Bud Ref	(21) Agency CF 1	(22) Agency CF 2	(23) Account

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

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

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____ DATE: _____

EXECUTIVE ORDERS

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

NON-DISCRIMINATION

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

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

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

STANDARD TERMS AND CONDITIONS

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: _____, Department of Environmental Protection - _____, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to the _____ for its contribution to the project.
3. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.
4. Change in Principal Project Staff.
Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant.
8. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
9. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
10. State Audit (for grants only). The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes Section 7-396a and 396b, and the State Single Audit Act Sections 4-230 through 4-236 inclusive, and Regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records will be made available to the state and/or federal auditors upon request.
11. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
12. Sovereign Immunity: The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
13. Cancellation/Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP, in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup

any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.

14. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

15. Forum and Choice of Law: The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

APPENDIX A
SCOPE OF WORK

Purpose: To . . .

Description: The Contractor/Grantee agrees to conduct a project entitled: _____

1. Insert Specific Paragraph Title(s): *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted ? What are due dates for deliverables and any reports? Where...is the service to be provided ? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*

2. Budget: *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The contractor shall adhere to the budget which is included in this contract on page ____.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the _____ as follows: "Funding provided by the [*list grant program*] _____ administered by the Connecticut Department of Environmental Protection (DEP)."

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

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

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

6. Project Summaries: Following execution of this contract, the Contractor shall provide summaries of project status to the [*bureau/division/program coordinator*] once every [*six months*] during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date.

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

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

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

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

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

APPENDIX B
SCHEDULE OF PAYMENTS

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

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

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

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

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

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

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 exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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