October 23, 2026

Released by:

Connecticut Department of Energy and Environmental Protection (CT DEEP)

CONNECTICUT STATE PARKS

BICYCLE RENTALS AT MULTIPLE STATE PARKS

REQUEST FOR INFORMATION (RFI)

SUBMISSION DEADLINE: November 20, 2026, 11:59 P.M. EST

The Department of Energy and Environmental Protection (DEEP) is issuing this Request for Information (RFI) to receive public comment and feedback on a proposed Request for Proposal (RFP) for bicycle rental concessions at the following locations:

- Air Line State Park Trail, Trailhead at "Pomfret Station" on Railroad Street, Pomfret Center
- Air Line State Park Trail, Trailheads at Air Line State Park Parking Lot Hebron and Salmon River Parking, 208 River Road in Colchester
- Hop River State Park Trail, Trailhead at Bolton Notch State Park, Bolton
- Moosup Valley State Park Trail, Trailhead at Moosup Rail Trail Parking, Sterling
- Farmington River State Park Trail at Stratton Brook State Park in Simsbury

DEEP is issuing this RFI seeking comments and feedback on the proposed RFP and is not accepting formal proposals to the attached RFP at this time. DEEP may release a formal RFP after considering comments and feedback submitted.

1. PURPOSE

DEEP is providing the public with the opportunity to comment and provide feedback on a proposed Bicycle Rentals RFP at new state park locations. Specifically, DEEP is seeking comments on the objectives, scope of services, evaluation criteria, selection process, and other elements to help inform its decision on whether to issue a future RFP for those services.

DEEP may follow up to comments or feedback provided as well as use any responses in preparation for a future formal RFP for a bicycle rentals concession. Comments and feedback provided in response to this draft RFI will be posted on the CT Office of Outdoor Industry and Experiences webpage.

The Draft RFP for bicycle rentals concessions attempts to achieve the goals of the Partnership in Parks Initiative to enhance outdoor recreation experiences and visitor services, expand equitable access to the outdoors, and strengthen Connecticut's tourism destinations in CT State Parks.

2. PUBLIC COMMENT AND FEEDBACK REQUESTED

DEEP is accepting written comments and feedback on Attachment A – Proposed RFP until **November 20, 2026, at 11:59 P.M. EST**.

Feedback Prompts:

- How will bicycle rentals enhance the experience at the proposed state park locations?
- What qualifications or experience should be required of an operator?
- What safety factors or provisions should be required?
- What factors should be added or removed from the evaluation criteria?
- Is the minimum $2,000 annual rent paid to DEEP a reasonable baseline? If you have concerns, please provide your rationale, alternatives, and what you consider feasible.
- Would bicycle rental concessions operating in state park campgrounds enhance the camping experience? If so, what campground? (Note: None of the State Park locations identified for this service are located in campgrounds.)
- Would a bicycle shuttle service enhance your rental experience? For example, would you be interested in suggested one-way routes where a shuttle takes you to a starting point so you can bike back to the concession area, or picks you up at the end of your ride and returns you to the concession area?
- Would "themed routes," such as an ice cream route, coffee route, points of interest route, etc., enhance your bicycle rental experience?
- Are there any other locations DEEP should consider adding to the RFP?
- What barriers might discourage Respondents from participating in a future RFP opportunity?
- What additional information would Respondents need in a future RFP to prepare a complete proposal?

- What physical, financial, operational, or regulatory conditions would make this opportunity more attractive?
- Do you have other comments on the proposed RFP (e.g., scope of services, or selection process)?

3. SUBMISSION PROCESS

Official Contact. The Agency has designated the individual below as the Official Contact for purposes of this RFI. The Official Contact is the **only authorized contact** and, as such, handles all related communications on behalf of the Agency. Any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFI is strictly prohibited.

Name: Tenia Seay
E-Mail: DEEP.parksdivisionRFP@ct.gov

Please ensure that your e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact and check your spam and junk folders.

Responses to this RFI may be submitted to the Official Contact via email or through CTSource. Responses must be submitted on or before the due date and time: **November 20, 2026, at 11:59 P.M. EST.** Responses submitted after the due date and time will not be accepted.

b) Email submission process:
Email DEEP.parksdivisionRFP@ct.gov with the subject line "Bicycle Rentals Proposed RFP Comments".

b) CTSource Submission process:
Respondents registered with the State Contracting Portal may submit responses directly the on CTSource Bid Board by visiting https://portal.ct.gov/das/ctsource/bidboard and using the electronic submission functionality within CT Source.

4. CONFIDENTIALITY

Public comments will be posted on the CT Office of Outdoor Industry and Experiences website.

If a respondent wishes to submit commercially sensitive or financial information to the Department that is of a confidential nature, please recognize that the Connecticut Freedom of Information Act (FOIA) governs the public's access to information. This law generally requires the disclosure of documents in the State's possession upon request of any citizen unless the documents are specifically exempt from disclosure.

All information submitted to DEEP will be considered a public record unless a respondent requests confidential treatment of materials submitted pursuant to the procedure below. If a respondent believes portions of the information it submits are exempt from FOIA disclosure, the respondent must submit:

- One complete response to this RFI, available upon public request with all claimed confidential material redacted and clearly labeled PUBLIC, and
- One complete, unredacted response to this RFI for DEEP's internal review, clearly labeled CONFIDENTIAL on each page.

Respondents also must indicate which FOIA exemption may be applicable to the specific information claimed confidential. A full list of FOIA exemptions can be found at CGS § 1-210.

With your reasonable justification for confidentiality as described herein, the Department is better equipped to safeguard your confidential information should it become the subject of a Connecticut FOIA inquiry.

5. GENERAL TERMS, CONDITIONS, & LIMITATIONS

The issuance of this RFI and the submission of a response by any respondent, or the acceptance of such response by DEEP, does not obligate DEEP or the State of Connecticut in any manner. DEEP reserves the right (i) to amend, modify, or withdraw this RFI, (ii) to revise any requirements of this RFI, (iii) to require supplemental statements or information from any firm, (iv) to accept or reject any or all responses, (v) to extend the deadline for submission of responses, (vi) to negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses, and (vii) to cancel this RFI, in whole or in part, if DEEP deems it in its best interest to do so. DEEP may exercise these rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise. Responses to this RFI will be prepared at the sole cost and expense of the proposing individuals.

All RFI responses submitted by respondents will become the property of the State of Connecticut. DEEP shall be entitled to retain and use for the project without compensation to any respondent any information submitted, including, but not limited to, any concept, element, or idea (including financial or ownership structures) disclosed in or evident in the submission or meetings or interviews with respondents. DEEP believes that the information in this RFI is accurate, but DEEP, the State of Connecticut and their officers, agents, and employees make no representations or warranties to such accuracy and assume no responsibility for errors and omissions contained herein.

Responding to this RFI will not enhance a person's or entity's chances of collaborating with DEEP in future State Park initiatives. Similarly, not responding to this RFI will not be a

detriment to any person or entity when responding to future competitive procurement opportunities, including any RFP that follows on the subject of this RFI. Nothing contained in this RFI shall limit DEEP in its selection of individuals to be invited to respond to future development and other solicitations for this project or future projects, nor limit DEP's discretion in any way in formulating and adopting a development plan for the State Park(s).

This is an RFI and that is intended to inform a formal competitive RFP. The agency may subsequently issue a formal RFP in accordance with state statutes and guidelines to institute any bidding processes as may be necessary. Any resulting agreements with the State will be subject to the relevant and applicable State approval and procurement processes.

6. ACCOMMODATIONS NOTICE

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

ATTACHMENT A
DRAFT/PROPOSED RFP

Draft RFP to be included in final PDF format of RFI for posting to CTSource

Draft/Proposed RFP
Attachment A

This document is provided for informational purposes only and is not an active Request for Proposals (RFP). Interested parties should respond to the prompts below and should not submit formal proposals in response to this draft RFP. DEEP will consider all feedback received in response to these prompts. Highlighted text identifies sections that will be updated if a formal RFP is issued.

- How will bicycle rentals enhance the experience at the proposed state park locations?
- What qualifications or experience should be required of an operator?
- What safety factors or provisions should be required?
- What factors should be added or removed from the evaluation criteria?
- Is the minimum $2,000 annual rent paid to DEEP a reasonable baseline? If you have concerns, please provide your rationale, alternatives, and what you consider feasible.
- Would bicycle rental concessions operating in state park campgrounds enhance the camping experience? If so, what campground? (None of the State Park locations identified in this draft are located in campgrounds.)
- Would a bicycle shuttle service enhance your rental experience? For example, would you be interested in suggested one-way routes where a shuttle takes you to a starting point so you can bike back to the concession area, or picks you up at the end of your ride and returns you to the concession area?
- Would "themed routes," such as an ice cream route, coffee route, points of interest route, etc., enhance your bicycle rental experience?
- Are there any other locations DEEP should consider adding to the RFP?
- What barriers might discourage Respondents from participating in a future RFP opportunity?
- What additional information would Respondents need in a future RFP to prepare a complete proposal?
- What physical, financial, operational, or regulatory conditions would make this opportunity more attractive?
- Do you have other comments on the proposed RFP (e.g., scope of services, or selection process)?

DEEP is accepting written comments and feedback on the following Attachment A Draft/Proposed RFP until **November 20, 2026, at 11:59 P.M. EST**.

Email DEEP.parksdivisionRFP@ct.gov with the subject line "Bicycle Rentals Proposed RFP Comments".

Draft/Proposed RFP
Attachment A

STATE OF CONNECTICUT PROCUREMENT NOTICE

Draft/Proposed Request for Proposals (RFP)

For

Operation of Bicycle Rentals at Multiple State Parks

RFP Name: DEEP-RFP-XXXX

Issued By:

Department of Energy and Environmental Protection

XXX, 2026

SAMPLE

The Request For Proposal will be available in electronic format on the State Contracting Portal by filtering by Organization for Department of Energy and Environmental Protection https://portal.ct.gov/DAS/CTSource/BidBoard or from the Agency's Official Contact:

Name: Tenia Seay
Address: CT Department of Energy and Environmental Protection, Bureau of Outdoor Recreation State Parks Division, 79 Elm Street, Hartford, CT 06106
E-Mail: DEEP.parksdivisionRFP@ct.gov

Draft/Proposed RFP
Attachment A

A link to this Proposed RFP is also available on the Agency's website at Connecticut Office of Outdoor Industry & Experiences.

RESPONSES MUST BE RECEIVED NO LATER THAN

XXX

11:59 p.m. EST

The Department of Energy and Environmental Protection is an Equal Opportunity/Affirmative Action Employer.

The Agency reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

SAMPLE

Proposed RFP
Attachment A

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Proposed RFP
Attachment A

I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name and Number.** Bicycle rentals at multiple state parks RFP-DEEP-RFP-XXX

2. **RFP Summary.** The Connecticut Department of Energy and Environmental Protection (DEEP), State Parks Division, is seeking qualified private vendors (also referred to as "concessionaries") to operate bicycle rentals with optional pick up/drop off shuttle services to the visiting public at Air Line State Park Trail (North) in Pomfret, Air Line State Park Trail (South) in Hebron, Hop River State Park Trail in Bolton, Moosup Valley State Park Trail in Sterling and Stratton Brook State Park in Simsbury.

3. **RFP Purpose.** DEEP, State Parks Division is seeking to partner with qualified parties to provide new or expanded outdoor recreation experiences, amenities and services in State Parks to elevate outdoor recreation and visitor experiences, increase equitable access to the outdoors and expand tourism destinations. Potential enhanced experiences and/or services are intended to complement current State Park operations and not require new investments from the State of Connecticut.

4. **Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:

   - 49000000: Sports and Recreational Equipment and Supplies and Accessories
   - 49220000: Sports Equipment and Accessories
   - 49210000: Other Sports
   - 25101900: Specialized & recreational vehicles
   - 25180000: Vehicle bodies & trailers
   - 25181700: Product & material trailers

B. INSTRUCTIONS

1. **Official Contact.** The Agency has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Agency. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

   Name: Tenia Seay
   Address: DEEP – Bureau of Outdoor Recreation State Parks Division
   E-Mail: DEEP.ParksDivisionRFP@ct.gov

   Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **Commenting on the Proposed RFP.** This document is a draft of an RFP that DEEP may release early next year, at which time proposals will be accepted and evaluated. At

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this time, members of the public and potential bidders are welcome to submit comments on this draft and may do so via the options below:

Respondents to this proposed RFP can submit comments in the following ways:

a. Via the State of Connecticut contracting portal at https://portal.ct.gov/DAS/CTSource/Registration (registration required)

b. Via Email – submit comments by email to Tenia Seay at DEEP.parksdivisionRFP@ct.gov with the subject line "Bicycle Rental Proposed RFP Comments"

* DEEP recommends that respondents who are interested in submitting formal proposals for future RFPs register on the State of Connecticut Contracting Portal at: https://portal.ct.gov/DAS/CTSource/Registration

3. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

   State Contracting Portal (go to CTsource bid board, filter by the "Department of Energy and Environmental Protection")
   https://portal.ct.gov/DAS/CTSource/BidBoard

   It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

4. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency's RFP Web Page.

Below is a brief overview of the **formal** RFP timeline to describe the overall RFP timeline:

- Proposed Final RFP Release Date: XXX, 2027
- RFP Conference Information Session: Approximately one (1) week after release
- RFP Site Visits at Each Location: Approximately two (2) weeks after release
- Deadline for Questions Approximately three (3) weeks after release
- Answers Released: Approximately four (4) weeks after release
- Proposals Due: XXX, 2027

The steps and dates below are subject to change based on the procurement schedule above:

- (*) Proposer Selection: Four (4) weeks after proposal due date
- (*) Start of Contract Negotiations: Dependent on selection process
- (*) Start of Contract: Dependent on contract negotiation

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5. Contract Awards. Selected proposals may be selected to enter into a contract(s) with DEEP as described herein. Proposers may include multiple locations in their proposal. While DEEP intends to enter into one contract per location, DEEP may elect a contractor for multiple locations.

The Agency anticipates the following:

- Number of Awards: Up to seven (7)
- Contract Term: Three (3) years with the option to extend an additional three (3) years one-time
- Proposed Annual Rent: Perspective Concessionaire Proposed Rent Minimum of $2,000 per location.

6. Eligibility. To qualify for evaluation, a proposer must provide:
- Three letters of reference
- Two (2) years of most recent annual audited financial statements; or any financial statements prepared by a Certified Public Accountant for the business is preferred. Alternative proof of financial solvency include letters of credit, bank references, tax returns or a proven operating budget history.
- Proposed budget, including budget narrative and cost schedules for planned subcontractors if applicable.

7. Minimum Qualifications of Proposers. To qualify for a contract award, a proposer must have the following minimum qualifications:

- Proposers shall possess or demonstrate the ability to acquire all personnel, supplies, and equipment necessary for a bicycle rental service and optional pick up/drop off shuttle service.
- Proposers shall have at least three (3) years of relevant experience (such as managing or working in a shop, rental operation, guide, etc.)
- Proposers shall possess an understanding of any immediate hazards, should any exist, on the trails and crossings where patrons will be using the rental services.
- Proposers shall possess current CPR and First Aid certifications.
- Proposers shall possess, or employ persons who possess, certification(s) (or equivalent experience) to maintain the bicycles they propose to offer for rental, including electrical system certification for e-bikes, if in fleet.
- Proposers shall carry the requisite general liability insurance for the intended activity proposed.
- For optional pick up/drop off shuttle services, proposers must have commercially licensed drivers with excellent driving record.

8. Preferred Qualification of Proposers
- Proposers shall have more than three (3) years of experience (such as managing or working in a shop, rental operation, guide, etc.)
- Proposers shall have experience or familiarity with state or municipal park venues.

9. Inquiry Procedures. All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered.

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However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Agency may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Agency reserves the right to answer questions only from those who have submitted such a letter. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal.

10. **RFP Conference Information Session.** DEEP will host a Public Informational Webinar about the RFP and welcomes all interested parties who are considering submitting proposals to join. The informational meeting will be held on XXX, 2027, from XXX via Zoom. To join the informational webinar, click here.

11. **RFP Site Visits.** An RFP Site Visit at each concession location will be held to answer questions from prospective proposers. Attendance at the site visit(s)is optional however registration is required. To register, email Tenia Seay at DEEP.parksdivisionRFP@ct.gov no less than twenty-four hours before the site visit. The site visit will only occur if DEEP receives registration requests.

    Copies of the RFP will **not** be available at the RFP Site Visits (Conference). Prospective proposers are asked to bring a copy of the RFP to the conference. At the site visits/conference, attendees will be provided an opportunity to submit written questions, which the Agency's representatives may (or may not) answer at the conference. Any oral answers given at the conference by the Agency's representatives are tentative and not binding on the Agency. **All questions submitted will be answered in a written amendment to this RFP, which will serve as the Agency's official response to questions asked at the conference and site visits.** If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The Agency will publish any updated information on the State Contracting Portal.

12. **Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals **must be submitted to CTsource** on or before the due date and time:

    XXX, 2027 at 11:59 p.m. EST.

    Proposals received after the due date and time will be ineligible and will not be evaluated. The Agency will send an official letter alerting late respondents of ineligibility.

    An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.
- The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

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- Applicants must use the electronic proposal submission functionality within CTSource.

13. Multiple Proposals. The submission of multiple proposals is **not** an option for this procurement; however, proposers may include multiple locations in their proposal. A proposal must include all sites a proposer is interested in operating at and **should be listed in preference order**.

SAMPLE

Proposed RFP
Attachment A

II. PURPOSE OF RFP AND SCOPE OF SERVICES

A. AGENCY OVERVIEW

The Connecticut Department of Energy and Environmental Protection (DEEP) is charged with conserving, improving and protecting the natural resources and the environment of the state of Connecticut as well as making affordable, cleaner and more reliable energy available for the people and businesses of the state. The agency is also committed to playing a positive role in rebuilding Connecticut's economy and creating jobs and to fostering a sustainable and prosperous economic future for the state.

B. SERVICE OVERVIEW

Bicycle rentals are an example of enhanced services in state parks.

Bicycle rentals offer many benefits, including a convenient, affordable, and environmentally friendly way to explore an area or engage in recreational cycling. They provide flexibility for different needs and situations, eliminate maintenance hassles, and can be cost-effective compared to buying or maintaining a bike.

According to findings from survey data reported in Connecticut's Statewide Comprehensive Outdoor Recreation Plan 2024-2029, "demand is increasing for biking infrastructure, including dedicated bike lanes, multi-use trails, and bike rental programs."

Bicycle rentals, and related "ride guide" highlighting nearby attractions, services and points of interest, are examples of an enhanced service that could attract more people to the outdoors and expand tourism destination at additional state parks.

An optional shuttle service for pick up and drop offs at specific stops along a suggested route could provide further convenience for bicyclists looking to explore different locations along the linear state park trail network.

To further elevate the public's experience at these locations, DEEP is seeking to enter a contract with a qualified concessionaire or concessionaires under the service authorization of Conn. Gen. Stat. section 23-26, to provide bicycle rentals to the public. Applicants do not need to operate at all locations listed; bids will be accepted for one location or several locations.

State Park Location Description.

DEEP has identified the following state parks as suitable for such rentals and optional shuttle services, subject to change by DEEP's final determinations. Please refer to Attachment B for Concession Area Maps and Attachment XX for Site Specifications, which may be found in the Solicitation of the CTsource Bid Board.

East Region

1. **Air Line State Park (North) Trail, Pomfret**
    a. Annual Visitation: 31,462 (nearest trail counter in Willimantic)
    b. Area identified for bicycle rentals: "Pomfret Station" on Railroad Street, Pomfret Center, just off Route 44 near the junction of Route 169.

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c. Trail length: 50 miles (total), Northern Section includes Windham to Putnam (21 miles); non-contiguous section includes Thompson to Mass. State Line (6.6 miles).
d. Trail surface: mostly crushed stone
e. Areas identified for optional shuttle services:
    - Pomfret Station on Railroad Street, Pomfret;
    - Goodwin State Forest at Potter Road, Hampton;
    - Jackson Street, Willimantic.

2. Air Line State Park (South) Trail, Hebron

a. Annual Visitation: 89,089 (nearest trail counter in East Hampton)
b. Area identified for bicycle rentals: Air Line State Park Trail Parking Lot Hebron, 494 Route 85, Hebron; or Salmon River Park Parking, aka "Brownstone Parking Lot", 208 River Road, Colchester.
c. Trail length: 34.6 miles (total), with seamless connection to Air Line North and Hop River Trail in Willimantic. The Southern Section includes Portland to Windham (31 miles); Colchester spur (3.6 miles).
d. Trail surface: mostly crushed stone
e. Areas identified for optional shuttle service:
    - Air Line State Park Trail Parking Lot Hebron, 494 Route 85, Hebron;
    - Salmon River Park Parking, aka "Brownstone Parking Lot", 208 River Road, Colchester;
    - Smith Street Parking Lot, East Hampton
    - Westchester Road/Route 149, Colchester

3. Hop River State Park Trail, Bolton

a. Annual Visitation: 86,749 (149,466 in Vernon)
b. Area identified for bicycle rentals: Bolton Notch State Park, US-Route 44, Bolton or DOT Park and Ride, US-Route 44 in Bolton LOT
c. Trail length: 20 miles (with seamless connection to the Air Line State Park Trail in Willimantic)
d. Trail surface: mostly crushed stone
e. Areas identified for optional shuttle service:
    - Bolton Notch State Park or DOT Park and Ride, Bolton;
    - Vernon Rail Trail Parking Lot, 51 Church Street, Vernon;
    - Monument Lane, Andover.

4. Moosup Valley State Park Trail, Sterling

a. Annual Visitation: N/A (there are no trail counters currently along this trail)
b. Area identified for bicycle rentals: Moosup Rail Trail Parking Industrial Park Road in Sterling (mid-trail).
c. Trail length: 5.8 miles (with seamless connection to the 5-mile Coventry Greenway/Trestle Trail in Rhode Island.
d. Trail surface: mostly crushed stone, some paved sections
e. Area identified for pick up and drop off shuttle services:
    - Trailhead Parking Lot, Plainfield;
    - Moosup Lot Parking: Route 14/Main Street, Moosup;
    - Industrial Park Road, Sterling.

West Region

5. Stratton Brook State Park/Farmington River Trail, Simsbury

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a. Annual Visitation: 184,719 (nearest trail counter in Cheshire)
b. Area identified for bicycle rentals: Stratton Brook State Park in Simsbury, near Nature Center and swimming area.
c. Trail length: 16-mile Farmington River Trail runs through the park with seamless connections with the 22-mile Farmington Canal Heritage Trail. Northern section (22 mile) includes Granby, East Granby, Farmington, Avon, Simsbury, Unionville, Collinsville, Burlington, and Canton, with connection to Westfield, MA. Southern section (25.8-mile) includes Hamden, Cheshire, and New Haven.
d. Trail surface: Various: crushed stone sections, dirt sections, share the road sections, pavement in sections.
e. Area identified for pick up and drop off shuttle services:
    - Stratton Brook State Park, Simsbury,
    - Iron Horse Boulevard, Simsbury;
    - Brookvale Park, Hamden.

C. SCOPE OF SERVICE DESCRIPTION

1. Service Expectations

The concessionaire will be expected to enter into a three-year contract (2027-2029) with the DEEP for the right to provide bicycle rentals to the general public, at one or more of the state parks listed above. With mutual consent of the parties, said contract may be extended without further competition for a period of less than or equal to the original term of three (3) years.

The concessionaire will be solely responsible for all aspects of the concession operation. The concessionaire will provide all personnel, equipment, and supplies needed to operate the concession, keep complete records of the concession operation, prepare and maintain all facilities, keep the concession area clean, and remove all trash and recyclable materials from the premises. The concessionaire will comply with all applicable federal, state, and municipal laws and regulations for the operation of bicycle rentals and optional shuttle services. Historically, the DEEP does not provide direct support for the concession: materially, financially, logistically, or otherwise. The concessionaire is expected to be operationally self-sufficient. However, the DEEP will publicize the concession to the extent of its available resources.

More specifically, the concessionaire responsibilities and services include:

a. The Concessionaire shall be responsible for acquisition, storage, inspection, maintenance and rental of products along with customer relations, sales and operations.

b. General Maintenance to the facilities and grounds. The Concessionaire shall be responsible for maintaining the Concession areas in a clean and orderly manner. Representatives of the Commissioner may inspect the Concession areas at any time.

c. Equipment Expectations: Provide all equipment necessary to operate the concession. All rental equipment shall be continuously maintained and serviced during the entire term of this contract. In accordance with all relevant standards and best practices, the concessionaire will be responsible for maintenance, repair or replacement of any necessary equipment.

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Equipment shall include, but is not limited to, traditional bicycles appropriate for the trails and surfaces, helmets, water bottle holders, emergency tire repair kits and bike locks. Bicycles must have the appropriate lights and reflectors required by the manufacturer. Only bicycles that are legal to use on linear State Park Trails will be allowed to be rented.
Of the available e-bikes, only Class 1/Level 1 (pedal assist) e-bikes are envisioned for this service. The use of e-bikes on state land is set by state law under CGS 14-1, CGS 14-289(k), 14-286(d).

By law, an electric bike (e-bike) is a bicycle that (1) has operable foot pedals and an electric motor of less than 750 watts and (2) qualifies as a Class 1, Class 2 or Class 3, regulated under CGS 14-1.

The legal definition of Class 1/Level 1 includes:

- Motor type: Pedal-assist only (no throttle). The motor only engages when the rider is actively pedaling.
- Speed limit: The motor must automatically disengage when the e-bike reaches 20 mph or when the rider stops pedaling.
- Wattage limit: The motor must be 750 watts or less.
- Labeling: Manufacturers and sellers must affix a conspicuous label in at least 9-point font stating the e-bike's class, top speed and motor wattage.

All bicycles shall have clear markings (color or text) to designate they are part of a rental fleet, such as same color/design or a 'license plate' off the saddle.

Additionally, the concessionaire:

- Shall require, provide and properly fit customers without bicycle helmets: Connecticut law (PA 93-286) mandates that businesses renting bicycles provide helmets for free for children under 16, unless they already possess a helmet. The concessionaire shall have adult helmets available for rental. The provided helmets must meet the safety standards set by either the ANSI (American National Standards Institute) or the Snell Memorial Foundation.

- Shall supply a temporary tent or travel trailer for office operations.

- If no existing facilities are available, concessionaire shall supply fully serviced portable toilets at the recreation area that shall be serviced on a regular basis at the concessionaire's sole expense. The location of the portable toilet(s) must be coordinated with the Park Supervisor prior to delivery. Currently, only Stratton Brook State Park has working facilities.

- Shall be responsible for collecting litter and trash generated by the operation that shall be serviced (removed) on a regular basis.

- Shall maintain the grounds of the park where concession operations takes place in a safe and orderly manner.

- Shall keep office equipment in working order to run daily operations.

- May provide a vehicle with trailer or racks to move equipment (bicycles) and people to and from specified locations along the trail(s). Vehicles providing shuttle services must be clearly marked as such. An adequate amount of vehicles shall be in service

SAMPLE

to provide regular services to customers. Shuttles may only pick up and drop off passengers and equipment at designated State Park concession area locations.

d. Emergency Action Plan: Upon Execution of this contract, the Concessionaire shall provide to DEEP's Division of State Parks a copy of an "Emergency Action Plan" that addresses the safety of patrons while on bicycles rented by the Concessionaire.

e. Bicycle Safety. Orientation and instruction to the customer must be provided by the concessionaire. Specifically:

- Instructions on how to operate the equipment, including proper helmet fitting, inflating tires, gear shifting, proper braking, safety guidelines and speed limits on trails and information about local trails, crossings and general rules of the road, must be included as part of the rental agreement and operations.
- Regular maintenance, including at minimum:
    - Before every rental: check tire air pressure; handlebar, headset, brakes and cables; seat post and saddle; and have customers take the bicycle for a test ride.
    - After every rental: inspect tires, wheels, pedals, and shift levers and wipe bike frame and chain, sanitize and clean helmets between uses.
    - Weekly: check brake pads, inspect and tighten crankset, wipe down chainrings, cassette, and pulleys.
    - Monthly: inspect for bent components, full cleaning including the drivetrain; lubricate all brake levers, derailers, and cables. Perform any other maintenance that is recommended by the manufacturer.
    - If applicable, for e-bikes (Level 1, pedal-assist only), including at minimum:
        - Check the battery, inspect the tires, grease all bearings, examine the suspension, fix any loose parts, clean the drivetrain, clean the bike.
        - Perform any other maintenance that is recommended by the manufacturer.
- All hired employees shall be thoroughly trained and shall review the concessionaire's written safety programs in their orientation. This safety orientation shall include the Concessionaire's Emergency Action Plan, Accident Prevention Plan, Blood borne pathogens/exposure Control Plan, and Personal Protection Equipment Plan.

- The concessionaire shall provide the following to all participants:
    - Waiver with detailed hazards, liabilities, responsibilities that all participants shall sign prior to entering the trail.
    - Written and verbal safety instructions to each participant prior to entering the trail.
    - Basic wildlife education as appropriate for rentals
- The concessionaire shall also conduct up-to-date weather patterns monitoring and will close the operation when necessary.

e. Prices and Posting: The concessionaire is expected to provide in writing pricing for DEEP's review and approval of all commodities available for rent to the public including;

- The Concessionaire shall submit, in writing, an annual price list for all rental equipment to the Commissioner for approval no later than April 1 of each year during the term of the contract. Submit in writing annually any price adjustments of rental equipment by April 1st for Commissioner of DEEP approval.

- Post prices of all items for rent including on their social media webpages and on site in full and open view of the public while the concession is open.

SAMPLE

f. Prohibited Articles: No intoxicating beverages, tobacco products or illegal/illicit articles of any kind shall be kept, sold, given away, advertised or used in or about the premises. The sale of glass bottled goods is also prohibited.

g. Licenses, Permits and Taxes: During the term of the contract the Concessionaire shall, at its sole expense pay all taxes and license fees associated with concession operations that shall accrue or become due under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of the respective Park location. Be responsible for obtaining all necessary licenses, permits, certifications, inspections and other such items under the laws of the United States, the State of Connecticut, or the Municipal Code of the respective park Town location. Upon request by DEEP provide proof of such documentation.

h. Payment: The successful respondents for each location, as concessionaires, shall agree to pay to DEEP a minimum rent of $2,000 for each location. The concessionaire may include additional payment(s) to DEEP as part of their proposal (such as a percentage of gross revenue, etc.). The total payment to DEEP shall be evaluated annually during the month of September and may be subject to an increase for an amount not more than 10% of annual rent and/or percentage of gross revenue as applicable. Any increase shall go into effect in May of the following year.

j. Advertising: The concessionaire shall be responsible for any advertising and signage for the concession and shall submit to DEEP for approval prior to posting. DEEP will publicize the concession to the extent of its available resources.

k. Equipment Storage: The Concessionaire is expected to provide and maintain a secure and temporary storage for all equipment left on-site when the concessions are closed. Given that each concession area location is different, there is not one specific storage facility type or style envisioned. A combination of locks, such as coupler or wheel locks/boot, should be used for mobile facilities. Additionally, use of a GPS tracker and/or wireless alarm is recommended for all facilities. The location of storage facilities shall be at the sole direction of DEEP and must be removed at the end of each recreation season by the concessionaire at their expense.

l. Compliance: The Concessionaire shall comply with the regulations of the Department of Energy and Environmental Protection regarding State Park and Forest Recreation Areas and with any other DEEP policy, as may be amended from time to time, concerning the operation of concessions which will be made available by the Parks Division.

m. Other Permits: The Concessionaire shall be solely responsible for securing any other licenses, permits, approvals, or waivers required by any other federal, state, regional, or municipal authority having jurisdiction in the town(s) in which the Concession is located.

2. Hours of Operation Expectations

The State Park locations within this RFP are open to the public daily from 8:00AM to sunset. Alternative access may be approved at the discretion of the locations Park and Recreation Supervisor. The concessionaire(s) will have access to the concession location during normal park operating hours only.

At minimum, the concessionaire(s) will be expected to operate the following schedule:

a. Saturdays, Sundays, and holidays from Memorial Day through Labor Day, between 9:00 a.m. and one hour before sunset, except during inclement weather.

SAMPLE

b. Weekdays during the months of July and August, between 9:00 a.m. and one hour before sunset, except during inclement weather.
c. On any day from the third (3rd) Saturday of April, or the execution of the contract, through the fourth (4th) Tuesday in October, between 9:00 a.m. and one hour before sunset, except during inclement weather, the concessionaire may operate the Park Concession.

d. Deviations from the above stated schedule are allowable but must receive advanced approval in writing from the Park and Recreation Supervisor.

e. When closing due to inclement weather, the concessionaire shall immediately notify the Park and Recreation Supervisor. The concessionaire shall keep at the concession location at all times a log of all closures due to inclement weather, and it shall be immediately available to the Park and Recreation Supervisor upon request for inspection.

f. Within thirty (30) days of closing the concession for the season, but in no case later than November 30 of each calendar year that this contract is in effect, the concessionaire shall submit an Annual Inclement Weather Closure Report to the Park and Recreation Supervisor.

3. Staffing Expectations
The concessionaire shall also provide at its sole expense a sufficient number of qualified staff to operate and maintain the concession in a safe and professional manner.

a. Staff shall wear professional and appropriate attire for the work being completed, while adhering to any legal requirements. The Park and Recreation Supervisor of the designated concession location shall have final discretion on what constitutes as professional, appropriate attire.

b. Operation as Independent Contractor: Operations of the facilities shall be conducted as an independent contractor. In no way shall the Concessionaire, or employees or agents thereof, be considered an employee or agent of the State-DEEP. The selected concessionaire is responsible for payment of their employees and all applicable taxes related thereto, if any.

c. Standard Wage Rates for Certain Workers: Contractors shall comply with all provisions of Connecticut [General Statutes 31-57f,]Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm.

d. Electric System Certification. Should the concessionaire choose to rent Level 1 Electric Bikes (E-Bikes), all maintenance technicians shall be certified in the use of electric components of the bicycles. As an example, some e-bike brands have certification programs for their bicycles.

e. Commercial Driver Licensed (CDL). Should the concessionaire choose to operate optional pick up and drop off shuttle services, only staff with a Commercial Driver Licensed (CDL) and excellent driving record can operate the shuttles vans. Drivers must also be trained how to properly load, secure and unload, bicycles on the shuttle trailer.

SAMPLE

4. Data and Technology Expectations
The concessionaire shall keep complete records of the concession operation. The concessionaire shall report results of client satisfaction surveys annually. The report should include standard demographic survey questions, such as age, ethnicity, town of residence, etc.

5. Insurance
The concessionaire will be expected to furnish evidence of insurance including a Certificate of Insurance. A Certificate of Insurance covering the following limits will be required for each year an awarded contract remains in effect, and shall be submitted by the concessionaire to DEEP by May 1 of each year the awarded contract is in effect:

a. Commercial General Liability insurance providing no less than $1,000,000 for all damages arising from bodily injury to or death of all persons in any accident or occurrence and for all damages arising from the destruction of or damage to property in any one accident or occurrence. In cases where any insurance policy shows an aggregate limit, the aggregate shall apply solely to the concession operation or the aggregate limit shall be not less than $2,000,000.

b. The operation of all motor vehicles, including those hired or borrowed, used in connection with this contract shall be covered by Automobile Liability insurance providing for a total limit of $1,000,000 for all damages arising from bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising from the destruction of or damage to property in any one accident or occurrence. In cases where any insurance policy shows an aggregate limit, the aggregate shall apply solely to the concession operation or the aggregate limit shall be not less than $2,000,000.

c. The concessionaire shall carry Worker's Compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

d. The concessionaire shall carry Fire Liability Insurance coverage in at least the amount of the appraised value of the concession building used by the concessionaire.

e. Said coverages are to be provided by insurance companies licensed by the State of Connecticut.

f. The State of Connecticut shall be listed as an Additional Insured on all required coverage, and written evidence of that endorsement shall be included with the evidence of insurance along with the submission of the COI and declaration page prior to any contract performance.

6. Financial Expectations
The proposer shall provide evidence that the business is financially stable.

a. Two (2) years of most recent annual audited financial statements; or any financial statements prepared by a Certified Public Accountant for the business.
b. The proposer shall affirm that the firm has not been formally found to have engaged in financial impropriety, is not subject of current, pending or past litigation and is not in violation of state and federal law.

7. Inspections, Maintenance, Security and Utilities Expectations:
The concessionaire will be expected to be responsible for all aspects of:

a. Inspections. The concessionaire shall cooperate fully with the DEEP representative to facilitate the representative's task of completing the inspections as necessary.

SAMPLE

b. Maintenance. Any maintenance required under the warranty or as recommended by the manufacturer.

c. Security. The concessionaire will be expected to keep the equipment secure when sites are unoccupied.

d. Utilities. The concessionaire will have to pay for any utilities in their operation. Such costs must be included in any proposal.

8. Additional Concessionaire Responsibilities

The Concessionaire shall be responsible:

a. To provide all the equipment necessary to operate bicycle rentals. Additionally, portable signage and other support equipment in accordance with plans and specifications submitted by the Concessionaire and approved by DEEP as to construction, location, color and/or finishes.

b. To provide a "Ride Guide" of information including, but not limited to nearby attractions, services, points of interest and concessionaire contact information. Additionally, suggested routes based on ability (elevation), distances, and/or theme, shall be included as part of the booking.

c. The concessionaire must accept and provide electronic payment software. If the concessionaire accepts cash as payment, it agrees to provide and maintain cash registers at the location. The concessionaire shall at all times have enough cash on hand to make change for any purchases as well as have sufficient security to the amount of cash on hand. All payment records will be included as Records under the awarded contract. If cash is not accepted, there is no requirement to maintain cash registers.

d. The Concessionaire agrees to not modify the facilities in any way including but not limited to installing equipment, furniture, pictures or advertising displays without the consent of the DEEP Park Director.

DEEP may choose but is not required to, promote the service on CTParks.com or CTVisit.com and through related newsletters and social media.

■ D. PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with providers/vendors collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to DEEP. DEEP looks forward to working with providers/vendors to define additional important performance metrics.

DEEP shall monitor the performance of the concessionaire through inspections and validated complaints.

SAMPLE

a. Inspections: The concessionaire shall cooperate fully with the DEEP representative to facilitate the representative's task of completing the inspection.
b. Investigate complaints. Complaints are expected to be addressed by the concessionaire per each specific incident. DEEP may investigate complaints by unsatisfied patrons to seek resolutions. The concessionaire will be provided reasonable opportunity to address each incident and adjust operation as necessary. Compounding or continued incidents will be addressed by DEEP in the following manner:
    1. The first incident will be addressed by DEEP Park Staff. After the first validated report of poor performance or noncompliance, the concessionaire shall be given a reasonable opportunity to cure the performance and compliance issues.
    2. The second incident may result in a conference involving the concessionaire, Customer, and DEEP Staff.
    3. The third incident may result in termination of an awarded contract.

E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, DEEP seeks to actively and regularly collaborate with providers/vendors to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DEEP reserves the right to request/collect other key data and metrics from providers/vendors.

The concessionaire shall provide an annual report on revenue before the next season's start. The report shall include financial statements/performance, fleet and operation metrics and customer/market insights. Other information related to the concession services may be included as well.

SAMPLE

III. PROPOSAL SUBMISSION OVERVIEW

A. SUBMISSION FORMAT INFORMATION

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.

2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Proposers must complete and use the Cover Sheet form provided by the Agency in the Section VII. Attachments. Attachment XX.

3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.

4. **Executive Summary.** Proposals must include a high-level summary, not exceeding two (2) pages, double spaced, of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP.

5. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

6. **Style Requirements.** THIS IS AN ELECTRONIC SUBMISSION.

   Submitted proposals must conform to the following specifications:

   - Paper Size: Letter: 8.5" x 11"
   - Page Limit: 20 pages, double spaced, in length, including any attachments
   - Font Size: 10-12 point
   - Margins: 1.0"

7. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

8. **Packaging and Labeling Requirements.** All proposals must be submitted through CTSource.

9. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection F of Section IV_ Required Proposal Submission Outline, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

SAMPLE

10. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ B. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

2. **Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. The Agency may, in its sole discretion, request proposers correct, clarify, supplement, or otherwise revise incomplete or deficient proposals before determining whether the proposals are responsive, provided that all similarly situated proposers are afforded an equal opportunity to make comparable corrections, clarifications, supplements, or revisions. Nothing in this provision requires the Agency to provide such an opportunity, and the Agency may reject proposals that fail to comply with the instructions or requirements of this RFP. Incomplete proposals that fail to comply with all instructions or agency requests as described above will be rejected. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The DEEP Commissioner will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

3. **Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. The Agency, in its sole discretion, may reject any proposal that deviates significantly from the requirements of this RFP.

SAMPLE

4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.

Qualifications (40%)

- Qualifications: Demonstration and documentation of the ability to meet all the qualifications as described in Section I.B.7. Proposals which meet the preferred qualifications will be scored higher.
- Experience: Demonstration of the ability to meet the minimum expectations of years of experience as described in Section I.B.7. Proposals which meet the preferred years of experience will be scored higher.

Service Expectations (30%)

- Operating Schedule: Demonstration of the ability to meet or exceed the minimum operation schedule. Proposals exceeding the minimum operation schedule will receive higher scores.
- Staffing: Demonstration of the ability to staff the concession operation with qualified staff to meet the operating schedule.
- Annual Rent: Demonstration of the ability to meet or exceed the minimum proposed annual rent, to be paid to DEEP, of $2,000.00 per location.

Equipment, Pricing and Selection (30%)

- Equipment: Demonstration of the ability to meet or exceed the minimum expectations for equipment requirements, including but not limited to, rental, operation and safety equipment as described in Section II. C. 1. C.
- Pricing: Demonstration of the understanding of competitive pricing and local pricing standards. Proposals which offer a range of prices and low cost options will be scored higher than prices that seem higher than local pricing standards.
- Selection: Demonstration of the ability to meet or exceed the minimum expectations for equipment rental variation. Wider varieties of offerings (hybrid, gravel, pedal-assist e-bikes, water bottle holders, etc.) will be scored higher than limited varieties of offerings (single sizes of one type of bicycle).
- Storage: Demonstration of proper storage for and security of all equipment.

Note:
As part of its evaluation of the Staffing Plan, the Review Committee will review the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

5. **Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with DEEP. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at DEEPs discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner considers there are not adequate respondents.

SAMPLE

6. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to DEEP's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

SAMPLE

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

A. Cover Sheet (Attachment XX)

B. Table of Contents

C. Executive Summary

D. Main Proposal

E. Attachments (clearly referenced to summary and main proposal where applicable)

F. Declaration of Confidential Information

G. Conflict of Interest - Disclosure Statement

H. Statement of Assurances (Attachment XX)

A: Cover Sheet (Attachment XX)

The Respondent must use a Cover Sheet capturing the following information:

- RFP Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

Legal Name is defined as the name of provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

B: Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

C: Proposer Executive Summary

The page limitation for this section is two (2) pages, double spaced, briefly describing how the Respondent meets the Eligibility (Section 1. B. 6) and Qualification (Section 1. B. 7.) criteria outlined in Section 1. General Information and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

SAMPLE

Proposed RFP
Attachment A

D: Main Proposal Submission Requirements To Submit a Responsive Proposal:

*****Please note the maximum total page length for this section is** twenty (20) pages, double spaced, (all appendices and other attachments should be referred to in section D and then placed in section E). The Agency Review Committee will not read answers longer than twenty (20) pages, double spaced, in this section.

1. Name of State Park for which the proposal is being submitted, in order of preference with #1 (one) being the most preferred.

2. Proposer's Representative Information

a. Name(s)
b. Primary Telephone Number(s)
c. Normal Hours of Availability

3. Business Information

a. Please list the annual rent you propose to pay to DEEP for exclusive use of the concession area.

b. Qualifications
a. Proposers must be at least 18 years of age, and must be able to legally work in the United States of America for the entire term of the contract.

b. Provide a statement of your organization's qualifications and bicycle rental and repair experience. Where applicable, the statement should include a history of annual gross receipts for the Proposer's five most recent years of operating a bicycle rental business.

c. 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 the states in which the organization is registered to do business.

d. References
Include three letters of reference by a former employer or associate describing a person's qualifications and dependability. Provide the following information for each reference: name, title, company address, and phone number.

e. 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.

4. Outline of Work

a. Hours of Operation. Describe the schedule you propose to operate the concession. Schedules should address days of the week and hours of the day, and meet the minimum requirements found in Section II. C. 2. Also, schedules may vary seasonally. Discuss proposed schedules for the periods generally corresponding to:
- Weekends and holidays from Memorial Day to Labor Day
- Weekdays during the months of July and August

SAMPLE

- Prior to Memorial Day and after Labor Day.

b. Staffing Plan. Describe the personnel needed to operate the concession:
   - What positions (i.e., manager, repair technician, etc.) will be assigned to work the concession?
   - How many personnel will be assigned to meet the schedule described in Subsection D (Equipment), below?
   - Describe the level of responsibility vested in the on-site managing personnel and the extent of onsite supervision exercised over staff-level employees.
   - Describe the minimum experience required for employees of various positions.
   - Describe the dress code and personal hygiene standards for all personnel. Describe any uniform items (e.g., shirt, hat, name tag, etc.) to be worn and by whom.
   - Describe any certifications required or preferred (e.g., first aid, CPR, electric systems, etc.).

c. Commodities and Price List
   Submit equipment and price list. DEEP expects that a variety of bicycles are offered but does not require specific types or sizes to be included in rental options. DEEP does prefer that rental options include high quality options. Provide a sample rental list with price list. Describe any other related bicycling items you would have for rent to customers.

d. Equipment
   Describe the equipment you propose to supply for operating the concession. The concessionaire must supply all other equipment needed to fulfill the proposed Scope of Work. Describe any equipment that is already in your possession and available for use at the concession and describe the equipment that you will need to acquire.

e. Storage Facility
   Describe the accommodations you propose for the seasonal overnight storage of bicycles and equipment at the concession location during the concession season, including, but not limited to:
   - Dimensions, material
   - Delivery and pick-up process
   - Environmental impact and sustainability considerations
   - Security and access

The Park Supervisor has sole discretion where to locate temporary structures/mobile facilities. A combination of locks, such as coupler or wheel locks/boot, should be used for mobile facilities. Additionally, use of a GPS tracker and/or wireless alarm is recommended for all facilities.

E: Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated.

The required Attachments you are asked to provide in Section VII include:
- Attachment XX – Statement of Assurances and Certification
- Attachment B – Concession Area Maps detailing your proposed installations and operations

SAMPLE

- Attachment XX – Cover Sheet
- Attachment XX – Location Specification Sheet
- Attachment E – Sample Contract
- Attachment XX - State Election Enforcement Commission State Contractor Notice
- Attachment XX - State Campaign Contribution Certification Form

Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G: Conflict of Interest – Disclosure Statement

Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

H: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return Attachments VII (XX).

SAMPLE

V. MANDATORY PROVISIONS

A. STANDARD CONTRACT PROVISIONS

Refer to Attachment E – Sample Contract– for the standard contract provisions.

B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

1. **Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

2. **State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.

3. **Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, DEEP may include the proposal, by reference or otherwise, into any contract with the successful proposer.

5. **Veracity of Statements.** The proposer certifies that the submitted information is true, accurate and complete to the best of his/her knowledge. See Assurances and Certification Form on Page XX.

6. **Press Releases.** The proposer agrees to obtain prior written consent and approval of DEEP for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

SAMPLE

Proposed RFP
Attachment A

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State 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.

2. **Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.

3. **Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.

4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.

5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.

6. **Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

7. **Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.

8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or DEEP or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by DEEP and, if required, by the Attorney General's Office.

SAMPLE

9. **Insurance.** The State will require the Concessionaire to carry insurance and to name the State-DEEP as an additional insured. A successful contractor agrees to submit proof of all insurance coverage detailed in Section C. 7 of this RFP to insure against damages and costs resulting from, but not limited to, negligent acts, errors, and omissions in the performance of any engagement agreement resulting from this award.

D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by DEEP.

2. **Amending or Canceling RFP.** DEEP reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.

3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, DEEP may reopen the procurement process, if it is determined to be in the best interests of the State.

4. **Award and Rejection of Proposals.** DEEP reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. DEEP may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. DEEP reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

6. **Contract Negotiation.** DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, DEEP may seek Best and Final Offers (BFO) on cost from proposers. DEEP may set parameters on any BFOs received.

7. **Clerical Errors in Award.** DEEP 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 the State shall not constitute a breach of contract on the part of the State 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 the State and the proposer.

8. **Key Personnel.** When the Agency is the sole funder of a purchased service, DEEP reserves the right to approve any additions, deletions, or changes in key personnel, with

SAMPLE

the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. DEEP further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) 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, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. **Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

SAMPLE

4. **Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 the resulting contract must represent that they have received 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

5. **Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

   (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

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

   (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

   Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

6. **Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of

SAMPLE

the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

7. **Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

8. **Access to Data for State Auditors**. The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

SAMPLE

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *Agency:* The Department of Energy and Environmental Protection
- *Commissioner:* the commissioner of the Department of Energy and Environmental Protection
- Concessionaire: a private provider organization, CT State agency or municipality that enters into a contract with the Agency as a result of this RFP.
- *contractor:* a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP.
- Bicycles: any human-powered bicycle as well as Level 1 (pedal assist) electric bikes (e-bikes)
- Electric bikes (e-bikes): Level 1 (pedal assistance) only
- *proposer:* a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
- *prospective proposer:* a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with the Agency as a result of this RFP

SAMPLE

B. **PROPOSAL CHECKLIST**

To assist respondents in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFP) for more comprehensive detail **This is a tool for proposers to use.** It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates

Procurement Timetable The Agency reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	Proposed Formal RFP Release Date	XXX, 2027
2	RFP Conference Information Session	Approximately one (1) week after release
3	RFP Site Visits	Approximately two (2) weeks after release
4	Deadline for Questions	Approximately three (3) weeks after release
5	Answers Released:	Approximately four (4) weeks after release
6	Proposals Due:	XXX, 2027

The steps and dates below are subject to change based on the procurement schedule above:

7	(*) Proposer Selection:	Four (4) weeks after proposal due date
8	(*) Start of Contract Negotiations:	Dependent on selection process
9	(*) Start of Contract:	Dependent on contract negotiation

Registration Link for Pre-bid Conference:
Email Tenia at DEEP.ParksDivisionRFP@ct.gov

Registration with State Contracting Portal (if not already registered):

- Register at: https://portal.ct.gov/DAS/CTSource/Registration
- Submit required forms:
  - Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms

Proposal Content Checklist

☐ **Cover Sheet** (Attachment XX)
☐ **Table of Contents**
☐ **Executive Summary**: high-level summary of proposal and cost

SAMPLE

Proposed RFP
Attachment A

☐ **Main proposal body answering all questions with relevant attachments**.
Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification.

☐ **References:** Include three letters of reference by a former employer or associate describing a person's qualifications and dependability. Provide the following information for each reference: name, title, company address, and phone number.

☐ **IRS Determination Letter** (for nonprofit proposers)

☐ **Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than two years.

☐ **Safety Violations**. Please explain in detail any instances of citations for any operations or safety violations. When they were received, what if any fines were paid and how they were resolved.

☐ **Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.

☐ **Conflict of Interest Disclosure Statement**

☐ **Statement of Assurances**

☐ **Campaign Contribution Form**

Formatting Checklist

☐ Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
☐ Is the main body of the proposal within the page limit of 25 pages, double spaced?
☐ Is the proposal in 10- or 12-point, font?
☐ Does the proposal format follow 1-inch margins?
☐ Does the proposer's name appear in the header of each page?
☐ Does the proposal include page numbers in the footer?
☐ Are confidential labels applied to sensitive information (if applicable)?

SAMPLE

VII. ATTACHMENTS

SAMPLE

Attachment A
Statement Of Assurances and Certifications

Department of Energy and Environmental Protection

The undersigned Respondent affirms and declares that:

1) General

a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.

b. The Respondent will deliver services to the Agency the cost proposed in the RFP and within the timeframes therein.

c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.

d. Neither the Respondent of any official of the organization nor any subcontractor the Respondent of any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.

e. Neither the Respondent of any official of the organization nor any subcontractor to the Respondent of any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

2) Certifications

a. I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

b. I represent and warrant that I am the authorized agent to enter into a contact with the State/DEEP for purposes of binding my [municipality/organization/firm] to the full extent necessary or appropriate to ensure full performance and compliance of contracting requirements with the State-DEEP including executing any amendments or revisions thereto.

c. I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.

d. I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

_____

Legal Name of Organization

_____ _____

Authorized Signatory Date_____

SAMPLE

Proposed RFP
Attachment A

Attachment B
Concession Area Maps

Air Line State Park Trail North, Pomfret



Legend

- Concession_Polys
- DEEP Trails
- State Forest
- State Park
- State Park Scenic Reserve
- State Park Trail
- Natural Area Preserve
- Historic Preserve
- Wildlife Area
- Wildlife Sanctuary
- DEP Owned Waterbody
- Water Access
- Flood Control
- Fish Hatchery
- Other

N

0 0.05 0.1 0.2 Miles

Page Name: Pomfret Railroad

Proposed RFP
Attachment A

Air Line State Park Trail South
(Salmon River Parking Lot, Colchester)



Legend

- Concession_Polys
- DEEP Trails
- State Forest
- State Park
- State Park Scenic Reserve
- State Park Trail
- Natural Area Preserve
- Historic Preserve
- Wildlife Area
- Wildlife Sanctuary
- DEP Owned Waterbody
- Water Access
- Flood Control
- Fish Hatchery
- Other

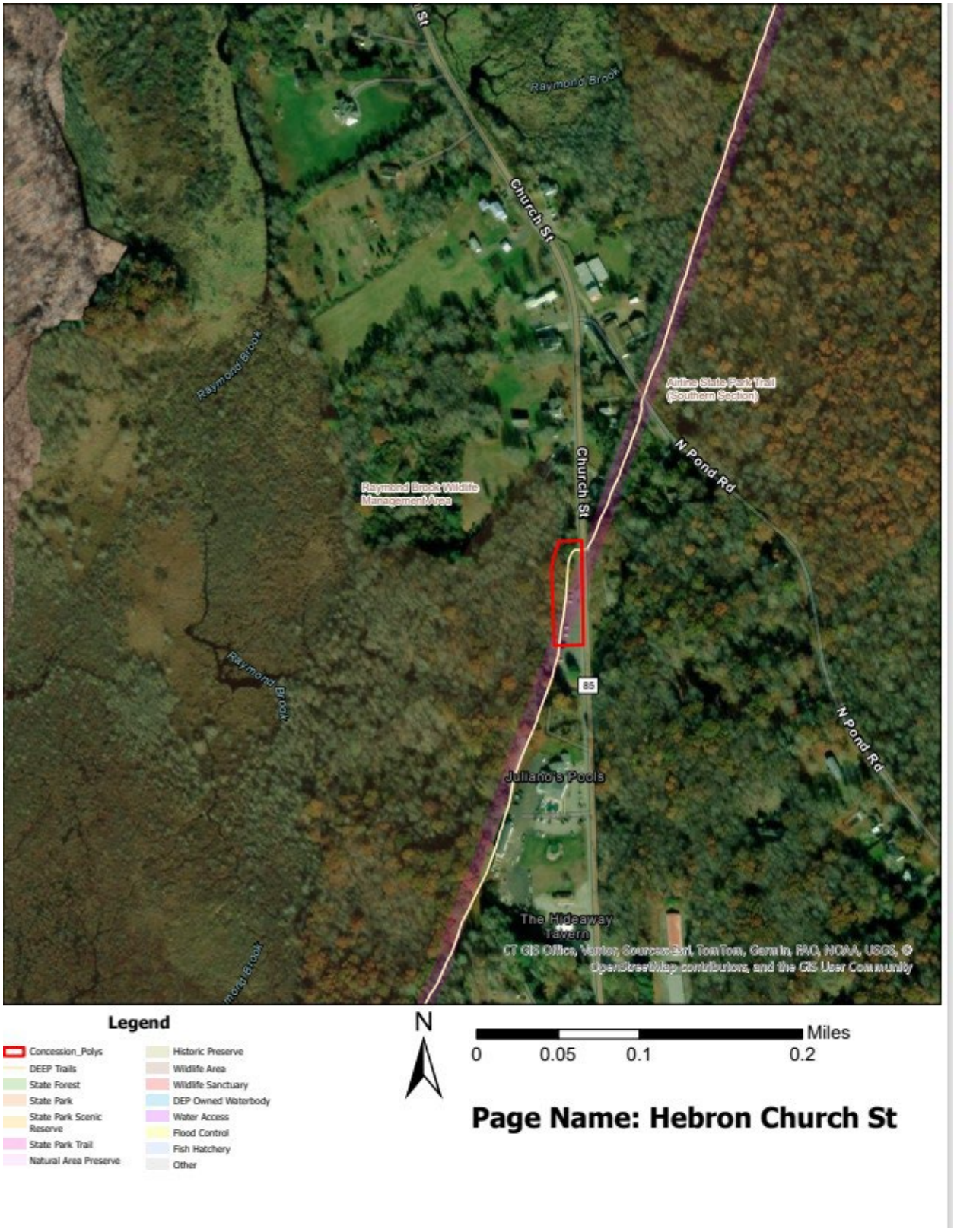
N

0 0.15 0.3 0.6 Miles

Page Name: Colchester Salmon

Proposed RFP
Attachment A

Air Line State Park Trail South
(Route 85, Hebron)



Proposed RFP
Attachment A

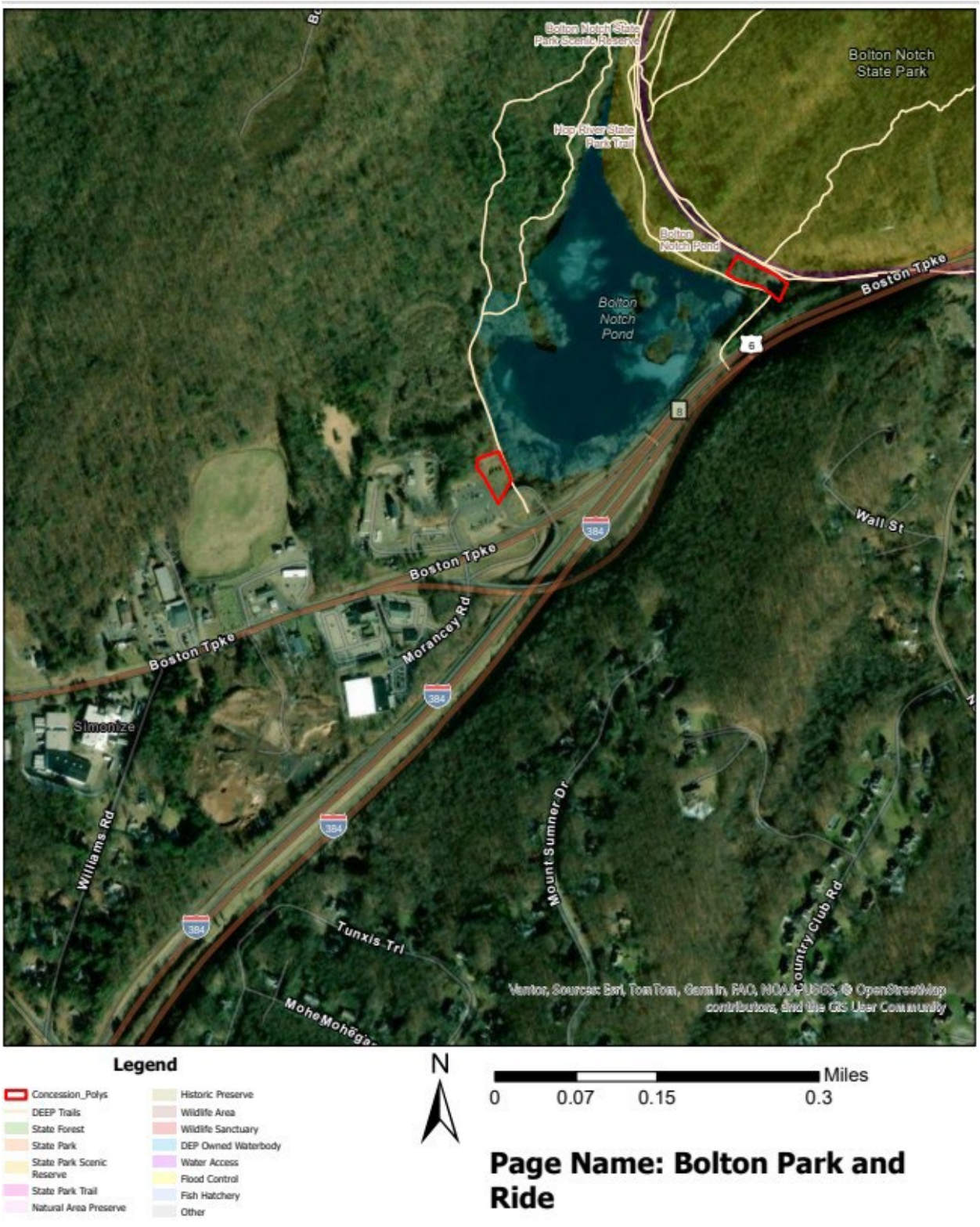
Hop River State Park Trail
(Bolton Notch State Park, Bolton)
(Area in red middle right)



Page Name: Botlton Hop Greenway

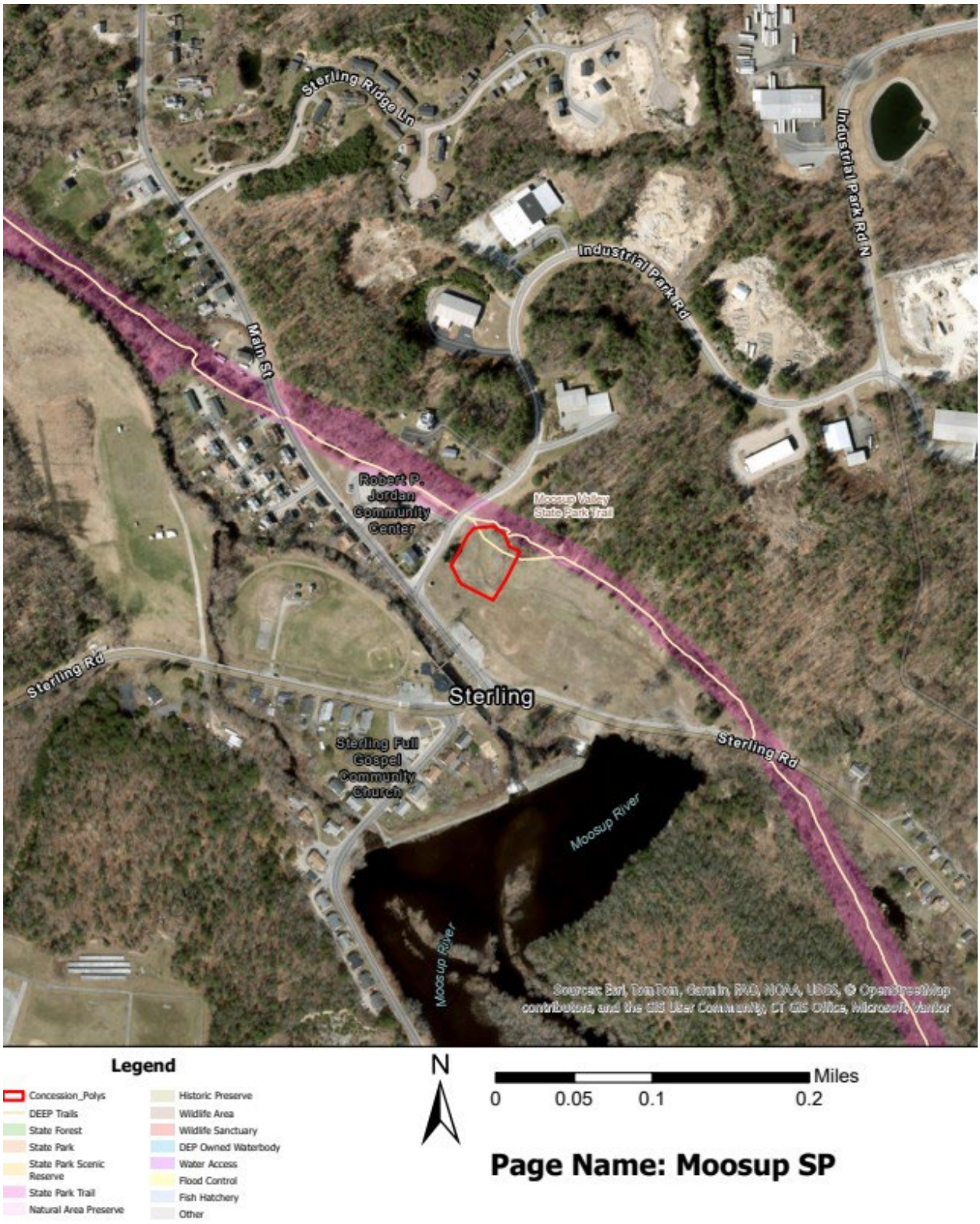
Proposed RFP
Attachment A

Hop River State Park Trail
(Bolton Park and Ride, Bolton)
(Area in red on bottom left)



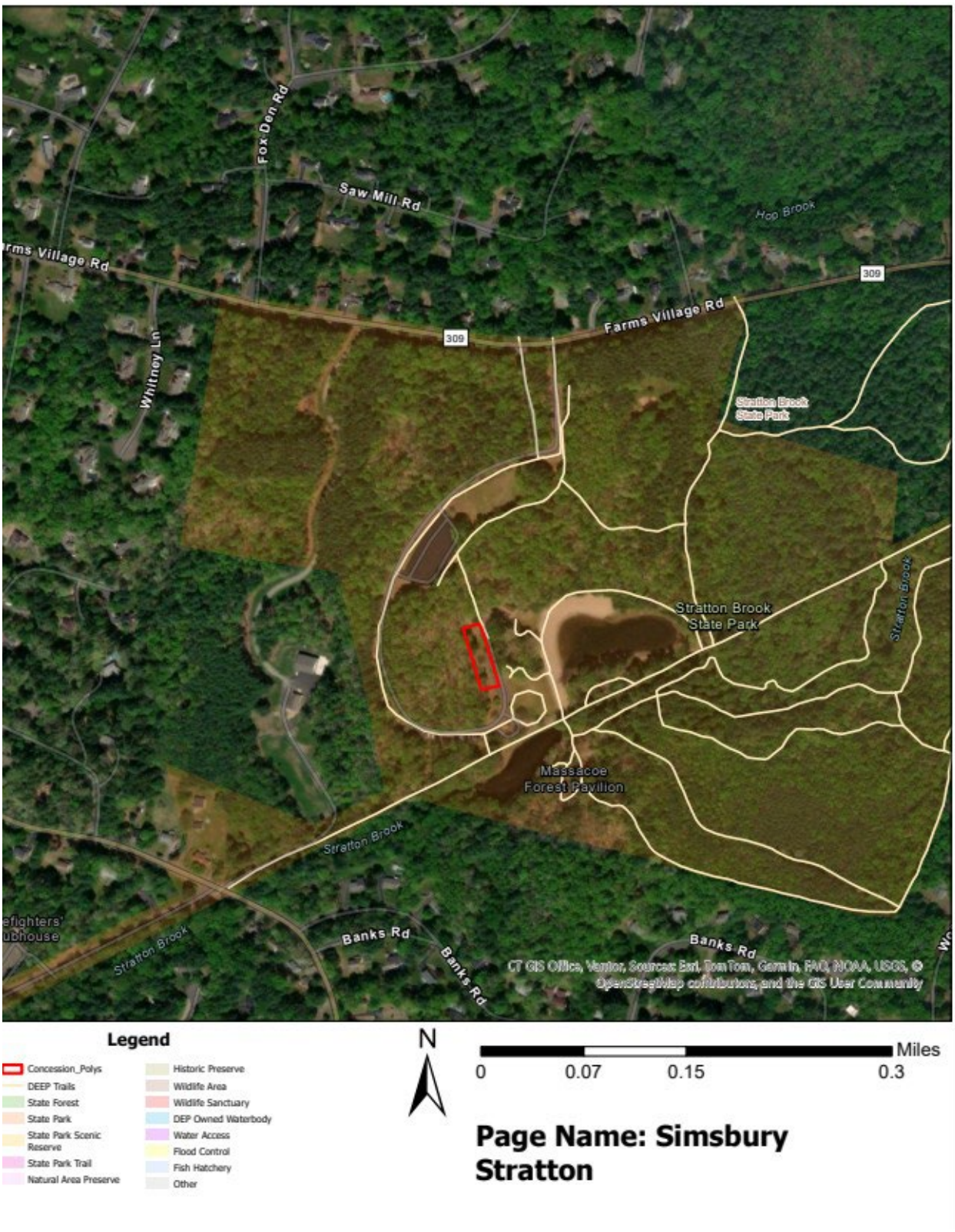
Proposed RFP
Attachment A

Moosup Valley State Park Trail, Sterling



Proposed RFP
Attachment A

Stratton Brook State Park, Simsbury



Proposed RFP
Attachment A

Attachment XX
Cover Sheet Form

Note: Cover Sheet Form intentionally omitted in Proposed RFP, but want prospective bidders to know a completed form is required in the Formal RFP.

** Internal Note: Cover Sheet should be included in the final PDF when compiled for publishing to CTsource. **

SAMPLE

Proposed RFP
Attachment A

Attachment XX
Location Specification Sheet

Note: Cover Sheet Form intentionally omitted in Proposed RFP, but want prospective bidders to know a completed form is required in the Formal RFP.

** Internal Note: Location Spec Sheets should be included in the final PDF when compiled for publishing to CTsource. **

SAMPLE

Attachment E
Sample Contract

**Internal Note: The Sample Contract should be included in the final PDF when compiled for publishing to CTSource.

SAMPLE

Attachment XX
State Election Enforcement Commission State Contractor Notice

Note: Location Specification Sheet intentionally omitted in Proposed RFP, but want prospective bidders to know a completed form is required in the Formal RFP.

**The SEEC Solicitation Form should be included in the final PDF when compiled for publishing to CTSource.

SAMPLE

Attachment XX
State Campaign Contribution Certification Form

Note: State Campaign Contribution Form intentionally omitted in Proposed RFP, but want prospective bidders to know a completed form is required in the Formal RFP.

**The SEEC Solicitation Form should be included in the final PDF when compiled for publishing to CTSource.

SAMPLE

STATE OF CONNECTICUT

DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
BUREAU OF OUTDOOR RECREATION AND

CONNECTICUT STATE PARK AND FOREST RECREATION AREA
BICYCLE RENTALS CONCESSION

THIS CONTRACT is made by and between the STATE OF CONNECTICUT, acting herein by the Commissioner of the Department of Energy and Environmental Protection, hereinafter referred to as "Commissioner" or "DEEP" or "State", and **Insert Concessionaire**, Inc., of the Town of **Insert Town** and the state of Connecticut, hereinafter referred to as the "Concessionaire" or "Contractor".

WITNESSETH:

WHEREAS, the Commissioner of Energy and Environmental Protection, pursuant to Conn. Gen. Stat. 23-26, has the authority to enter into contractual relations with persons for the maintenance of concessions and other sources of revenue to be derived from services to the general public using state parks; and,

WHEREAS, the Concessionaire desires to operate a Bicycle Rental Concession Service and render services to the public at:

Name of Location

NOW, THEREFORE, it is hereby agreed as follows:

1. **Concession Service**. The Concessionaire agrees to operate a Bicycle Rental Concession Service at the above noted facilities. The Concessionaire is responsible for all work included in this Contract. Details regarding the Scope of Work are included in Attachment A, which is attached hereto and is hereby made a part of this contract. Project area is outlined in Attachment B, which is also attached hereto and made part hereof.
2. **Duration.** The Commissioner hereby grants to the Concessionaire the exclusive right to operate the above Bicycle Rental Concession Service at the locations identified for the period commencing upon contract **execution through Insert execution date** . At the Commissioner's sole discretion, this contract may be renewed by a properly executed amendment for up to three (3) years of additional operating seasons without further competition.
3. **Payment.** In consideration of said rights and privileges, the Concessionaire agrees to pay a total of **Spell out amount** dollars (enter $ amount) to the State of Connecticut. Payment shall be made in **three (3) annual** installments of **$**. Annual installments are due by May 15th and July 15th if more than one installment of each year that the contract is in effect. Payments shall be made by check, draft, or money order, payable to "Treasurer, State of Connecticut" and delivered or mailed to the Department of Energy and Environmental Protection, Accounts Receivable, 79 Elm Street, Hartford, Connecticut 06106-5127.

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STANDARD TERMS AND CONDITIONS (Rev.8/25/25)

1. **Definitions**:

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

(k) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

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

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

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

(k) 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 of Twenty-five thousand dollars ($25,000.00) or more, by the authorized representative of the state Attorney General's office.

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

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

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

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

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Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

(k) Claim. *(language required for all PSAs and Grants effective 06/09/2016)* . Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. **Audit Requirements for Recipients of State Financial Assistance**. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

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

4. **Termination**.

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

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

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

(h) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all

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existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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

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

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

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

5. **Tangible Personal Property**.

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

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

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

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

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

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

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

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of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

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

6. **Indemnification**.

(a) 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

(b) Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

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

(d) Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.

(e) Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. 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. Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

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

7. **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.

8. **Audit and Inspection of Plants, Places of Business and Records**.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and

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examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

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

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

(d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.

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

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

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

9. **Campaign Contribution Restriction**.. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received 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.

10. **Confidential Information**. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal

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proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

11. **Protection of Confidential Information**.

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

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

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

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

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

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

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

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

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

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

12. **Executive Orders and Other Enactments**.

(a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the

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Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

(b) This 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 this Contract as if they had been fully set forth in it.

(c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

13. **Non-Discrimination**.

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

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

vi. "good faith efforts" includes, but is not 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;

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

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

ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to

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direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and

x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such

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other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

(g) Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such section. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: c

14. **Antitrust Provision.** Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
15. **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.
16. **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.
17. **Change in Principal Project Staff**. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
18. **Further Assurances**. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

SAMPLE

19. **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.
20. **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.
21. **Third Party Participation**. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
22. **Set Aside**. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
23. **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.
24. **Americans with Disabilities Act**. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
25. **Affirmative Action and Sexual Harassment Policies**. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
26. **Breach**. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to

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

27. **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.
28. **Contractor Guarantee**. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
29. **Force Majeure**. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
30. **Entirety of Contract**. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. **Interpretation**. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
32. **Large State Contract Representation for Official or Employee of State Agency**. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
33. **Iran Energy Investment Certification**.
    (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
    (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the

SAMPLE

California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

34. **Consulting Agreements Representation**. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

The basic term of the consulting agreement are:
_____
_____
_____
_____

Description of Services Provided:
_____
_____
_____
_____

Is the consultant a former State employee or former public official? YES NO
If YES: _____ _____
Name of Former State Agency Termination Date of Employment

35. **Access to Contract and State Data**. The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
36. **Compliance with Consumer Data Privacy and Online Monitoring**. Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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ATTACHMENT A

ATTACHMENT A
SCOPE OF WORK
Location
Bicycle Rental Concession

1. **Concession Location**: The Concession Area for this Contract, demarcated in Attachment B, includes XXX. The Concessionaire agrees to the following at the designated concession locations:
    a. Confine all rentals to the established concession area,
    b. Confine all advertising to the concession area, lawn signs are allowed only while employees are on-site and
    c. Provide garbage and recycling receptables for customer use.
    d. All concession vehicles must be parked in designated parking spaces.

Any deviations from the above requirements shall require Concessionaire to submit a written request in advance to the Park and Recreation Supervisor, which approval shall be at DEEP's sole discretion. Said approval shall be in the form of a diagram showing the geographic extent of the concession location, vehicular access points to the concession location, and the effective dates for the use of that location. Approved areas are subject to change at the discretion of the Park and Recreation Supervisor upon seventy-two (72) hours written notice to the Concessionaire.

2. Hours of Operation:
   a. The Concessionaire may operate the Concession between 10:00 a.m. and one ½ hour before sunset from the second Saturday in April through October 31 of any year that this contract is in effect.
   b. From the **Saturday before Memorial Day through July Fourth**, and **Labor Day weekend through October 31**, the Concessionaire shall operate the concession on Saturdays, Sundays, and holidays not later than 10:00 a.m., except during inclement weather, and the concession shall remain operate at least until 5:00 p.m., but not later than one hour before sunset.
   c. From **July Fourth through Labor Day weekend**, the Concessionaire shall operate the concession daily not later than 10:00 a.m., except during inclement weather, and the concession shall operate at least until 5:00 p.m. on weekdays and 6:00 p.m. on weekends and holidays, but not later than one hour before sunset.
   d. Deviations from the above stated schedules are allowable but must receive advanced approval in writing from the Park and Recreation Supervisor.
   e. When closing due to inclement weather, the Concessionaire shall immediately notify the Park and Recreation Supervisor. The Concessionaire shall keep at the concession location at all times a log of all closures due to inclement weather, and it shall be immediately available to the Park and Recreation Supervisor upon request for inspection.
   f. Hours of Operation shall be posted in a location visible to the visiting public.

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g. Within 30 days of closing the concession for the season, but in no case later than November 30 of each calendar year that this contract is in effect, the Concessionaire shall submit an Annual Inclement Weather Closure Report to the Park and Recreation Supervisor.

3. **Commodities and Price List:**
    a. By April 1st of each year that this contract is in effect, the Concessionaire shall submit for approval a price list of all foods, beverages, and merchandise for sale, hereinafter referred to collectively as commodities, to the Department of Energy and Environmental Protection, Bureau of Outdoor Recreation by email via DEEP.specialuse@ct.gov.
    b. Any price increases or additions of commodities are subject to the prior written approval of the Commissioner.
    c. The Concessionaire shall post a price list of all commodities for sale in full public view while in operation.
    d. Whenever the park name is used on merchandise, the official park name shall be used.
    e. The Concessionaire warrants that all commodities offered for sale shall not exceed in price nor be substandard in quality or quantity to like commodities sold in the surrounding community.

4. **Rental Equipment:** The Concessionaire shall make the following equipment available for rental to the visiting public each day that each concession is open for business:
Insert Name of State Park:
    a. at least number (#) of road bicycles,
    b. At least number (#) of cruiser bicycles
    c. at least number (#) hybrid bicycles,
    d. at least number (#) mountain bicycles
    e. at least number (#) tandem bicycles, and
    f. at least number (#) Class 1 (pedal assist only) electric bicycles (e-bikes)
    g. The Concessionaire must affix to each bicycle to be rented or operated by the Concessionaire, an identification sticker or other permanent marking with the Concessionaire's contact information, including business name and a valid phone number.

5. **Bicycle Helmets:** For each person in a rented bicycle, the Concessionaire must provide at no charge a properly-fitted, bicycle helmet. The provided helmets must meet the safety standards set by either the American National Standards Institute (ANSI) or the Snell Memorial Foundation. The Concessionaire may offer optional equipment upgrades (i.e., greater comfort or utility) for rental as an alternative to the minimum mandatory equipment.

6. **Equipment Maintenance:** Upon execution of this contract, the Concessionaire shall regularly maintain all bicycles for rent. At a minimum:
    a. Before every rental: check tire air pressure; handlebar, headset, brakes and cables; seat post and saddle; and have customers take the bicycle for a test ride.
    b. After every rental: inspect tires, wheels, pedals, and shift levers and wipe bike frame and chain, sanitize and clean helmets between uses.
    c. Weekly: check brake pads, inspect and tighten crankset, wipe down chainrings, cassette, and pulleys
    d. Monthly: inspect for bent components, full cleaning including the drivetrain; lubricate all brake levers, derailers, and cables. Perform any other maintenance that is recommended by the manufacturer.
    e. If applicable, for e-bikes (Class 1, pedal-assist only), include at minimum:

SAMPLE

i. Check the battery, inspect the tires, grease all bearings, examine the suspension, fix any loose parts, clean the drivetrain, clean the bike. Perform any other maintenance that is recommended by the manufacturer.
ii. Maintain a sufficient inventory of helmets and replace any damaged or lost helmets as needed.
    1. Helmets must be cleaned after each use, according to industry standards, (such as wiping down the helmet, pads and straps with mild soap and water at minimum); and
    2. Helmets must be stored in a cool, dry place, avoiding direct sunlight.

7. **Bicycling Safety**: The concessionaire shall provide to all customers instructions on how to operate the equipment, including proper helmet fitting, inflating tires, gear shifting, proper braking, safety guidelines and speed limits on trails and information about local trails, crossing and general rules of the road. Additionally, the concessionaire shall:
    a. Provide all participants with a waiver outlining any hazards or safety concerns (including basic wildlife education) based on the concession area's location
    b. Provide a "Ride Guide" of information including, but not limited to, nearby attractions, services, points of interest, suggested routes and the concessionaire's emergency phone number.
8. **Emergency Action Plan:** Upon Execution of this Contract, the Concessionaire shall provide to DEEP's Division of State Parks and Public Outreach with a copy of an "Emergency Action Plan" that addresses the safety of patrons while on the trail where bicycles are rented by the Concessionaire.
9. **Retrieval Vehicle:** When the concession is open for business, the Concessionaire must have a vehicle available for use in rescues or retrievals. All Concessionaire staff shall have an active driver's license.
10. **Optional Pick up and Drop off Shuttle:** All staff operating a shuttle vehicle must comply with CT Department of Motor Vehicle (DMV) requirements for transporting passengers and equipment (such as Commercial Driver's License (CDL)/Public Passenger Endorsement, proof of insurance, appropriate age, etc.). Drivers must also be trained in how to properly load, secure and unload, bicycles on the shuttle trailer. Any vehicle used to transport people must be maintained regularly as directed by the manufacturer.
11. **State Property:** The Concessionaire shall install no fixed equipment nor make any physical changes to State property without the prior written approval of the Commissioner. Any improvements or permanent fixtures approved by the Commissioner and provided by the Concessionaire during the term of this Contract shall immediately become the property of the State of Connecticut.
12. **General Maintenance:** The Concessionaire shall be responsible for maintaining the Concession areas in a clean and orderly manner. All rental equipment shall be continuously maintained and serviced during the entire term of this contract. DEEP may inspect the Concession areas at any time.
13. **Refuse Disposal:** The Concessionaire, at its sole expense, shall be responsible for the proper disposal and removal of all recyclables and trash generated by operation of the concessions. For additional information, see the DEEP website for Managing Waste and Recycling at Special Events and Other Venues, the direct URL address for which is:Reduce-Reuse-Recycle This includes providing garbage and recycling receptable for customer use.
14. **Equipment Storage:** The Concessionaire may provide secure temporary storage for bicycles, helmets, and any other equipment left on-site when the concessions are closed. All equipment shall be removed from the parks at the conclusion of annual operations. All storage containment shall be approved for use by the Park and Recreation Supervisor prior to its use.

SAMPLE

15. **Equipment Removal:** On the expiration of this Contract, or within thirty (30) days of cancellation or termination of this Contract by either party, the Concessionaire shall remove all concession equipment from the premises at its sole expense. Any concession equipment left after the expiration of this Contract, or thirty-one (31) days after the cancellation or termination of this Contract, shall immediately become the property of the State and may be disposed of at the Commissioner's sole discretion.
16. **Compliance:** The Concessionaire shall comply with the regulations of the Department of Energy and Environmental Protection regarding State Park and Forest Recreation Areas and with any other DEEP policy, as may be amended from time to time, concerning the operation of concessions which will be made available by the Parks Division.
17. **Other Permits:** The Concessionaire shall be solely responsible for securing any other licenses, permits, approvals, or waivers required by any other federal, state, regional, or municipal authority having jurisdiction in the town(s) in which the concession is located.
18. **Concession Staffing:** The concession shall be staffed only by the Concessionaire or its employees, unless otherwise authorized by the Commissioner in writing. Whenever the concession is open for business, the Concessionaire must assign at least one qualified on-site manager who is sufficiently knowledgeable in all aspects of operating the concession.
19. **Code of Conduct:** Due to the public service nature of the Concessions, the Concessionaire and all employees of the Concessionaire shall conduct themselves in a courteous, respectful and professional manner with all members of the public.
20. **Appearance:** The Concessionaire and its employees shall be clean and neat in appearance. Wearing an item of uniform e.g., a shirt, hat or badge identifying the name of the Concessionaire, employee or business is encouraged.
21. **Revenue:** DEEP shall have no responsibility for revenue loss directly or indirectly attributable to DEEP management actions, including but not limited to changes in park or campground schedules or operations, or in services provided to the visiting public. DEEP shall have no responsibility for revenue loss directly or indirectly attributable to uncontrollable phenomena including but not limited to attendance loss, weather conditions, or other Acts of God.
22. **Performance Monitoring:** Throughout the term of Contract, DEEP shall monitor the performance of the Concessionaire and respond to any complaints or incident reports it receives. After receipt of a Vendor Performance Report, each specific incident shall be addressed as follows:
    a. The first incident report of a specific requirement within an evaluation period shall require DEEP Park staff to investigate a formal complaint regarding contractual breaches or poor performance issues for the purpose of validating such complaints. After the first validated report of poor performance or noncompliance, the Concessionaire shall be given a reasonable opportunity to cure the performance and compliance issues.

    b. A second validated incident report of poor performance or noncompliance of the same specific requirement within an evaluation period may result in a conference involving the Concessionaire, customer and DEEP staff. The Concessionaire shall be given a second opportunity to cure poor performance and compliance issues.

    c. A third validated incident report of poor performance or noncompliance compliant of the same specific requirement within an evaluation period may result in termination from Contract. The State may employ another Concessionaire to fulfill the requirements of Contract or may elect to use State staffing, at its sole discretion. The terminated Concessionaire shall be liable to the State of Connecticut for all additional costs incurred as

SAMPLE

a result of the termination pursuant to Section 6. of the Standard Contract Terms and Conditions.

d. For purpose of Contract, an "evaluation period" is defined as three (3) consecutive months. Specific incidents from one (1) evaluation period may not extend into another evaluation period. After two (2) consecutive evaluation periods, DEEP may review the results of Concessionaire's performance and may, at DEEP's option, revise the length of the evaluation period.

23. **Financial Reporting**. Within 30 days of closing the Concession for the season, but in no case later than December 31 of each calendar year that this contract is in effect, the Concessionaire shall submit a certified statement of annual gross receipts, attested to before a Notary Public or a Commissioner of the Superior Court with full payment, to: Department of Energy and Environmental Protection, Bureau of Outdoor Recreation, Division of State Parks and Public Outreach, Attn: Special Use Coordinator, 79 Elm Street, Hartford, CT 06106-5127.
24. **Transferability:** This agreement may not be wholly or partly assigned, transferred, sublet or conveyed in any manner by the Concessionaire without the prior written approval of the Commissioner.
25. **Prohibitions:** The Concessionaire shall not permit gratuities to employees of the State of Connecticut.
26. **Insurance:** At its sole expense, the Concessionaire shall, during the entire term of this Contract, maintain insurance reflecting the following limits:
    a. General Liability insurance providing a total limit of $1,000,000 for all damages arising out of bodily injury to or death of all persons in any accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where any insurance policy shows an aggregate limit, the aggregate limit shall not be less than $2,000,000. Coverage is to include products and completed operations.
    b. The operation of all motor vehicles, including those hired or borrowed, used in connection with this contract shall be covered by Automobile Liability insurance
    providing for a total limit of $1,000,000 for all damages arising out of bodily injuries or death of all persons in any one accident or occurrence, for all damages arising out of injury or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit, the limit shall not be less than $2,000,000.
    c. With respect to all operations performed by the Concessionaire, the Concessionaire shall carry Worker's Compensation insurance in accordance with the requirements of the laws of the State of Connecticut.
    d. The State of Connecticut shall be listed as Additional Insured on the coverages specified above in Subsections a and b, and written evidence of that listing shall be included with the evidence of insurance.
    e. Said coverages are to be provided by insurance companies licensed by the State of Connecticut.
    f. The Concessionaire shall provide evidence of insurance coverage of each year this contract is in effect in the form of 1) a copy of the insurance policy, or 2) a certificate of insurance (COI), naming the additional insured- State of CT- DEEP per written contract, in the endorsement section of the policy.

The parties have hereunto set their hands.

SAMPLE

SIGNED AND DELIVERED below:

STATE OF CONNECTICUT Department of Energy and Environmental Protection		CONCESSIONAIRE
BY:		BY:
Date		Date

Contract# _____

Acct	Fund	SID	DeptId	Prog	Project	Bud Ref	Amount
45500	12060	35633	DEP44324	64099	DEP_NONPROJECT	2022	$

SAMPLE

ATTACHMENT B
CONCESSION AREA MAP

SAMPLE