



Connecticut Port Authority

Request for Proposals

Communications & Marketing Services

RFP No. CPA0024-CM

Key Dates:

RFP Released:	Friday, August 23, 2024
Deadline for Questions:	4:00 PM EDT, Friday, September 6, 2024
Responses to Questions:	4:00 PM EDT, Friday, September 13, 2024
RFP Submission Deadline:	4:00 PM EDT, Friday, September 27, 2024

I. INTRODUCTION

Created in 2014, the Connecticut Port Authority (“Authority”) is a quasi-public agency of the State of Connecticut (“State”) whose primary responsibility is to market and coordinate the development of the State’s ports and maritime economy.

The Authority is specifically responsible for (i) coordinating port development, focusing on private and public investments; (ii) pursuing State and federal funds for dredging and other infrastructure improvements and maintain navigability of all ports and harbors; (iii) working with the Department of Economic and Community Development and State, local, and private entities to maximize the ports’ and harbors’ economic potential; (iv) supporting and enhancing the overall development of maritime commerce and industries; and (v) coordinating the State’s maritime policy and serve as the Governor’s principal maritime policy advisor.

Through this solicitation, the Authority is requesting proposals from qualified communications and marketing firms in accordance with the provisions of the Connecticut General Statutes to provide communications and marketing services to the Authority. Following the notification of the selected firm, it is expected an engagement letter will be executed between both parties.

In order to assist the Authority in developing and implementing new strategies for economic development and supply chain solutions for Connecticut’s ports and waterfront facilities, the selected vendor will be expected to (a) provide Communications and Marketing support, and advisory services to better competitively position Connecticut in the maritime industry and (b) identify and engage the appropriate target market/s of the Connecticut maritime industry.

II. SCOPE OF SERVICES

The Authority is seeking the selected firm to provide appropriate Statewide and National Communication & Marketing Services. While it is the preference of the Authority to select a single communications and marketing firm to provide the full scope of services, listed below, the selected firm(s) may respond to **any OR all** of the below listed services within their expertise. Contract Services will include, but may not be limited to:

A. Public Communications Services

1. Plan, execute, and communicate strategic public relations on behalf of the Authority;
2. Work with the Authority to prepare strategic messaging;
3. Seek and place feature stories across news and media outlets that portray the Authority in a favorable light and further its strategic, communications and business goals;
4. Maintain contact with news and media outlets, reporters and editors of importance to the Authority;
5. Draft and distribute press releases and advisories;
6. Draft and distribute commentary and op-ed pieces, as appropriate;
7. Develop content for a variety of printed and digital materials, including but not limited to:
 - (a) Authority logos, taglines, or other key branding;
 - (b) advertisements (digital and print);
 - (c) folders;
 - (d) brochures;
 - (e) newsletters/e-newsletters;
 - (f) presentation slide decks;
 - (g) reports;

- (h) policy papers;
 - (i) one-pagers;
 - (j) fact sheets;
 - (k) event invitations;
 - (l) business cards;
 - (m) trade/exhibition booths;
 - (n) clothing;
 - (o) other material as needed;
8. Schedule, plan and execute press, media and public education/ community events in furtherance of the Authority's communications objectives;
 9. Conduct media training and spokesperson training for designated personnel;
 10. Provide media relations counsel including:
 - (a) Local, regional, national and industry press;
 - (b) Preparation for interviews;
 - (c) Monitoring new media, and;
 - (d) Engaging media to assist in shaping coverage;
 11. Act as spokesperson, if desired by the Authority;
 12. Plan and implement all elements of a successful business public relations plan;
 13. Advise on the most cost-effective approach to advertising and marketing.

B. Creative Services

Provide design services for any branding-related, digital or printed collateral materials, including, but not limited to those items listed in Section II.A.7.

C. Digital, Website and Social Media Services

1. Plan and execute a successful digital media strategy on behalf of the Authority, as appropriate;
2. Provide strategic counsel, content, design, management, and weekly and monthly maintenance of Authority website, including but not limited to:
 - (a) Homepage
 - (b) About Us/Meet the Board
 - (c) Publications
 - (d) Governance/Meetings
 - (e) RFQs/RFPs/Public Notices
 - (f) Grants
 - (g) News
 - (h) Employment
 - (i) State Pier
 - (j) Maritime Activity
 - (k) E- Newsletter
 - (l) Google analytics
 - (m) ADA compliance
3. Create, maintain and grow the Authority's social media presence:
 - (a) Facebook, Twitter, LinkedIn, etc.;
 - (b) Incorporate public relations and e-newsletter content into social media.

D. Meetings

The selected firm(s) shall plan to have at least one (1) representative attend all scheduled public meetings of the Board of Directors of the Authority and other meetings as requested by the Authority from time to time.

III. CONTRACT TERMS

The resulting contract will be a fixed-fee contract, with payments to be made monthly. The term of the contract will be a minimum of one (1) year with the Authority's sole option to extend for two (2) additional one (1) year periods. All pricing schedules quoted in response to this RFP, however, must remain in effect for one (1) year at a minimum and may, at the election of the selected firm, be guaranteed for three (3) years to the Authority.

The Authority anticipates that the successful proposer will commence work on or about November 2024.

IV. CONTRACTOR QUALIFICATIONS

The Authority seeks Proposals from communications and marketing firms with demonstrable expertise in matters outlined in the Scope of Services of this RFP. The communications and marketing firm should have extensive knowledge working with governmental agencies or entities with a preference for firms with experience or significant knowledge of Connecticut quasi-public entities (or other reasonably comparable experience).

V. PROPOSAL CONTENT

Responses should be clear and thorough, but concise, and include any information and materials requested in this RFP. Proposals must, at a minimum, include the following information in the order in which it is requested in this section:

A. Firm Profile

1. The proposal must contain the official name, address and phone number of the proposer, the principal contact person for the proposal, and the name and signature of the person (or persons) authorized to execute contracts.
2. Provide a general overview of your firm, including history, office locations, and total number of professional and support staff.
3. Overall capabilities, qualifications, academic training and degrees, areas of expertise and governmental experience of each of the principals, partners and associates of the communications firm who may work on Authority business, including the length of employment and area of specialization.
4. Describe any material assignments or relationships (including employment relationships) that the firm or any employee has with any entity, state or local government, or other person or entity that may constitute or create the appearance of a conflict of interest. Discuss any measures your firm has taken or would take to resolve any possible conflicts of interest.
5. Soundness of legal standing with regard to other projects: (i.e. record of complying with contracts (including number and nature of contract breaches, defaults and terminations, compliance with performance guarantees, and imposition of liquidated damages or fines);
6. Similar Engagements with Other Quasi-Public Agencies: List the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals.

B. Service Proposal

1. Describe the firm's understanding of the Authority's desired services and experiences with respect to the services outlined in the Scope of Services.
2. Firms should describe any specific experience working with governmental/quasi-public agencies, or other similar entities, with particular emphasis on the staff proposed to be assigned the Authority.

3. Provide a detailed description of Proposer's approach to performing the services, including Proposer's approach to ensuring services are managed properly and delivered in a high-quality manner.

C. Fee Proposal

Compensation: The total amount of compensation for services reflecting the fee structure proposed for this scope sealed in a separate envelope (or, if submitting electronically, as a separate file attachment). A detailed breakdown of person-hours by task as well as associated billing rates shall also be included.

D. Declarations and Required Forms

1. By submitting a response to this RFP, a proposer agrees to the inclusion of the language set forth in Exhibit A to this RFP in any contract entered into with the Authority in connection with this RFP.
2. Identify any circumstance involving the firm that could materially affect the viability of its Proposal, its ability to perform the services, its operations, or its financial stability, or that could harm or subject the Authority to public scrutiny if the Authority contracts with the firm.
3. Complete and submit the following forms:
 - **OPM Form 1 – Campaign Contribution Certification**, available at: <https://portal.ct.gov/-/media/OPM/Fin-General/OPM-Form1-CampaignContributionCertification-8-18-Final.pdf>
 - **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations** available at: <https://seec.ct.gov/Portal/data/forms/ContrForms/SEECStateContractorNotice.pdf>
 - **Agency Vendor Form (SP-26NB) and W-9 Form**, available at: https://portal.ct.gov/-/media/doag/marketing_files/vendorprofileformsp26nbpdf.pdf
 - **CHRO Employment Information Form**, available at: <https://portal.ct.gov/-/media/chro/cc-documents/notificationtobidderspdf.pdf>
 - The appropriate **Nondiscrimination Certification** from those available at: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>
 - **Notice Concerning Contract Compliance Responsibilities** <https://portal.ct.gov/-/media/chro/cc-documents/ccpage3pdf.pdf>

VI. RFP PROCEDURES

A. Inquiries

Official Authority Contact: The Authority's contact person for the purpose of this RFP is:

Jill Dowling-Moreno
Office Manager
Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475
860-577-5174
info@ctportauthority.com

Any and all communications or contacts with the Authority regarding this RFP must be limited to and directed in writing to the Official Authority Contact via email. Any violation of this requirement by proposers or their representatives will result in disqualification.

Inquiry Procedures: All questions regarding this RFP and submission requirements must be directed by e-mail to the Official Authority Contact by 4:00 PM (EDT) on Friday, September 6, 2024. Proposers are required to limit their contact regarding this RFP to the person named herein. Please include this reference in the Subject line of the email "RFP No. CPA0024-CM-Questions".

Written responses to all questions received will be posted to the Authority website www.ctportauthority.com by 4:00 PM (EDT) on Friday, September 13, 2024.

B. Submission of Proposals

Proposers shall submit one (1) original hard copy and (1) electronic copy of their Proposal by 4:00 PM (EDT) on Friday, September 27, 2024. The Proposal must be clearly labeled as the "Original" and must contain the original signature forms and other original documents. Late submissions or proposals transmitted by facsimile will not be accepted.

The hard copy of the original Proposal shall be addressed to:

Fayola Haynes
Finance Director
Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475

The electronic copy of the Proposal shall be submitted to:

Fayola Haynes
Finance Director
Connecticut Port Authority
finance@ctportauthority.com

Please include this reference in the Subject line of the email "RFP No. CPA0024-CM-Proposal".

Packaging and Labeling Requirements: All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to Fayola Haynes, Connecticut Port Authority, 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475. The name and address of the proposer must appear in the upper left-hand corner of the envelope or package.

The following material is required for a firm to be considered:

1. A Title Page that must show the request for proposal's subject; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.
2. Table of Contents
3. A signed Letter of Transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.
4. Service Proposal

5. Fee Proposal

The Authority will not be responsible for expenses incurred in preparing and submitting the proposal.

6. Declarations and Required Forms

Minimum Submission Requirements: At a minimum, proposals must: (1) be submitted before the deadline; (2) satisfy the packaging and labeling requirements; (3) follow the required format; (4) be complete; (5) include all required forms; and (6) be signed by an authorized person.

Scope and Price Negotiable with Selected Proposer: The Authority shall negotiate the final scope and cost of this work with the selected proposer.

Revisions to the RFP: Only written modifications to this RFP issued in the form of one or more addenda will be considered to be alterations to this RFP. Oral comments are not binding. An Addendum may be issued by Authority for any revisions, modifications, clarifications or alterations to the RFP. Any such Addendums shall be posted to the Authority's website. It is the responsibility of potential proposers to keep track of postings on the Authority's website regarding this solicitation.

Technicalities: The Authority may waive any technicalities or non-material deficiencies in a proposal and seek clarification from any or all proposers for the purpose of clarifying proposals.

VII. SELECTION COMMITTEE

A Selection Committee will evaluate qualified proposals submitted in response to this RFP and recommend finalists for consideration. The Selection Committee shall evaluate all proposals that meet the Minimum Submission Requirements. Proposals not meeting the minimum submission requirements will not be reviewed. As part of its selection process, the Selection Committee, at its discretion, will invite one or more proposers to make oral presentations.

VIII. TIMELINE

The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP.

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|-------------------------------------------|------------------------|
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| • 4:00 PM EDT, Friday, September 27, 2024 | Proposals Due |

IX. EVALUATION CRITERIA

Proposals will not be opened publicly. Firms will be evaluated on the basis of their written responses to this RFP, additional written information requested by the Authority and interviews, if any. All proposals will be evaluated using the following criteria:

1. Depth of experience and knowledge of the firm in providing communications services to governmental entities and the firm's continuing commitment to serving the public sector.
2. The cost of performing the proposed scope of work (fee proposal). Cost will be an important, but not the primary, factor in the selection of the firm.
3. Overall quality of the written proposal, and oral presentation, if any.
4. Organization of the team including the availability of the primary contact, appropriate staffing levels for the assignments including the firm's presence in Connecticut.

5. Technical expertise, quantitative skill and experience of the firm and the staff responsible for this work. Quality and capacity of the firm's systems, technology infrastructure and equipment to be used in the delivery of services.
6. Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.

Proposals submitted in response to this RFP will be evaluated based on the quality and the reasonableness of the responses for each item above. Amongst substantially equally qualified proposers, rates and efficiency will be heavily weighted in making a selection.

X. CONDITIONS

Any proposer must be willing to adhere to the following conditions and must positively certify to adhere to them in its proposal:

1. **Acceptances or Rejection by the Authority:** The Authority reserves the right to accept or reject any or all proposals submitted for consideration under this RFP and to amend or cancel this RFP at any time.
2. **Ownership of Proposals:** All materials are considered public information with the exception of personal and financial information. Following the execution of one or more contracts in connection with this RFP, proposals will be available for review upon request. All proposals in response to this RFP will be the sole property of the State and subject to the provisions of Connecticut's Freedom of Information Act, CGS §1-200 et seq.
3. **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP will be sole property of the State unless stated otherwise in the contract.
4. **Stability of Proposed Prices:** Any price offerings must be valid for a period of 120 days from the due date of the proposals.
5. **Oral Agreements:** No contract, unless it shall be in writing, executed by an authorized representative of the Authority following the obtaining of all necessary approvals and in accordance with all applicable law, shall be binding on the Authority. No oral agreement or arrangement made with the Authority or any Authority member shall be binding on the Authority.
6. **Rejection for Default or Misrepresentation:** The Authority reserves the right to reject any proposal if any proposed subcontractor is in the default of any prior contract with the state or for any misrepresentation.
7. **State's Clerical Errors in Awards:** The Authority reserves the right to correct inaccurate awards resulting from its clerical errors.
8. **Presentation of Supporting Evidence:** Any respondent, if requested, must be prepared to present evidence of experience, ability, service capacity, and financial standing.
9. **Changes to Proposal:** Except as otherwise permitted by the Authority, no additions or changes to a proposal will be allowed after submittal.
10. **Collusion:** By responding, the respondent implicitly states that its proposal is not made in connection with any competing respondent submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no member of the Authority participated directly or indirectly in the respondent's proposal preparation.
11. **EEO-4 Form:** The proposal shall include a copy of the company's latest EEO-4 report as well as a copy the respondent's equal employment policy statement.

EXHIBIT [A]

Connecticut Port Authority (the "CPA") Procurement and Contracting Requirements

The Procurement and Contracting Requirements set forth herein are in addition to, and not in lieu of, the Procurement and Contracting Requirements set forth in [Exhibit A] to the [Agreement/Contract] which are and shall remain in full force and effect.

Section 1. Nondiscrimination. A contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the contract certifying that the contractor understands their duties required under sections 4a-60 and 4a-60a, as amended, of the Connecticut General Statutes. Pursuant to sections 4a-60 and 4a-60a, as amended, of the Connecticut General Statutes, [Contractor], for itself and its authorized signatory of this [Agreement/Contract], affirm that it understands the obligations, and shall comply with, of said section 4a-60 and 4a-60a, as amended, of the Connecticut General Statutes and that it will maintain a policy for the duration of this [Agreement/Contract] to assure that this [Agreement/Contract] will be performed in compliance with the nondiscrimination requirements of such sections. [Contractor] and its authorized signatory of this [Agreement/Contract] demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if [Contractor] understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: .

Section 2 Executive Orders. The [Agreement/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. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the [Agreement/Contract] as if they had been fully set forth in it. The [Agreement/Contract] may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order No. 14 is applicable, it is deemed to be incorporated into and made a part of the [Agreement/Contract] as if it had been fully set forth in it. At [Contractor]'s request, the CPA shall provide a copy of these orders to each. The [Agreement/Contract] may be canceled, terminated or suspended by the State or State Labor Commissioner for violation of or noncompliance with said Executive Orders or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Agreement.

Section 3 Americans with Disabilities Act. This section applies to those contractors, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the [Agreement/Contract]. The [Contractor] represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the [Contractor] to satisfy this standard either now or during the [Agreement/Contract], as it may be amended, shall render the [Agreement/Contract] voidable at the option of CPA upon notice to the [Contractor]. The [Contractor] warrants that it shall hold CPA or the State harmless from any liability, which may be imposed upon CPA and the State as a result of any failure of the [Contractor] to be in compliance with this Act.

Section 4 Independent Contractor. The [Contractor] shall act as an independent contractor in performing the [Agreement/Contract], maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the [Contractor] shall notify CPA of the contractor's identity.

Section 5 Federal Compliance and Assurances. If the [Contractor] receives any federal funds in this [Agreement/Contract], the [Contractor] and all its sub-contractors shall comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this [Agreement/Contract].

Section 6: Forum and Choice of Law. The parties deem the [Agreement/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 [Agreement/Contract] to be, and it shall be, governed by the laws and court decisions of the State, 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 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. The [Contractor] waives any objection which it may now have or shall have to the laying of venue of any Claims in such forums and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Section 7 Additional Federal Condition. If the [Contractor] receives any federal funds in this [Agreement/Contract] the [Contractor] agrees to comply with any additional federal conditions which have been issued by the federal agreement or agency to the State and hereby made a part of this [Agreement/Contract].

Section 8 Indemnification. The [Contractor], hereby, agrees to indemnify, defend and save harmless the State, including, but not limited to, CPA, their respective officers, employees and agents for any breach of the [Agreement/Contract].

Section 9 Large State Contract Representation. No quasi-public agency shall execute a large state contract unless such contract contains the representation described in section 4-252, as amended, of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021. Pursuant to section 4-252, as amended, of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, [Contractor], for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represent: (1) That no gifts were made by (A) [Contractor], (B) any principals and key personnel of [Contractor], who participate substantially in preparing bids, proposals or negotiating CPA contracts, or (C) any agent of [Contractor] or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating CPA contracts, to (i) any public official or CPA employee of the State agency or quasi-public agency soliciting bids or proposals for CPA contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for CPA contracts or the negotiation or award of CPA contracts, or (ii) any public official or CPA 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

[Contractor], or agent of [Contractor] or of such principals and key personnel, know of any action by [Contractor] to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of [Contractor] to provide a gift to any such public official or CPA employee; and (3) That [Contractor] is submitting bids or proposals without fraud or collusion with any person. Additionally, the official or employee of such State agency or quasi-public agency who is authorized to execute CPA contracts shall represent that the selection of the most qualified or highest ranked 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. Additionally, the official or employee of such State agency or quasi-public agency who is authorized to execute CPA contracts hereby represents that the selection of the most qualified or highest ranked 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.

Section 10 State Contracting Standards Board Requirements. (a) The [Contractor] shall pursuant to Connecticut General Statutes sections 15-31a through 15-31i, as amended, provide the CPA access to any “data”, as defined in Connecticut General Statute section 4e-1, as amended from time to time, concerning this [Agreement/Contract] and the CPA, that are in the possession or control of the [Contractor] upon demand and shall provide the data to the CPA in a format prescribed by the CPA or its agents and/or the State Auditors of Public Accounts, at no additional cost. The CPA or its designee shall have the right to access, make inspections pursuant to Connecticut General Statute section 4e-29, perform audits pursuant to Connecticut General Statute section 4e-30, and review all of the [Contractor]’s documents, data, books, records, accounts, bills, expenses, and files, electronic or otherwise, at any reasonable time during the term of the [Agreement/Contract], or for period of three (3) years following [Agreement/Contract] completion or termination.

(b) Pursuant to Connecticut General Statute section 4e-7 the [Contractor] acknowledges and accepts that, this [Agreement/Contract] is subject to statutory review or termination for cause, by the State Contracting Standards Board, pursuant Connecticut General Statute section 4e-7. The [Contractor] acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for the CPA’s consideration and final determination, termination of this [Agreement/Contract]. “For Cause” shall have the meaning set forth in Connecticut General Statute section 4e-7(a).

(c) The [Agreement/Contract] is subject to the applicable provisions and requirements of Connecticut General Statutes, Chapter 62: State Contracting Standards Board, including without limitation any and all contract requirements of Connecticut General Statute section 4e-14, ensuring accountability, transparency, and results-based outcomes, all of which are incorporated into and are made a part of this [Agreement/Contract] as if they had been fully set forth herein. In furtherance of transparency, and in accordance with Connecticut General Statute section 4e-13, this [Agreement/Contract] may be published on the State Contracting Portal

SECTION 11: Whistleblower Protection. The [Agreement/Contract] is subject to the provisions of section 4-61dd of the Connecticut General Statutes if the amount of this [Agreement/Contract] is a “large state contract” as that term is defined in such statute. In accordance with Connecticut General Statute section 4-61dd, if an officer, employee or appointing authority of the contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of

Connecticut General Statute section 4-61dd, the contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this [Agreement/Contract]. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. CPA may, pursuant to Connecticut General Statute section 4-61dd(h), request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

SECTION 12: Campaign Contribution and Solicitation Prohibitions. For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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, and the authorized signatory to this [Agreement/Contract] 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. (See Exhibit/Attachment [____]).

SECTION 13: Additional Restrictions on Use of Federal Funds. Pursuant to 18 U.S.C. section 1913 and 31 U.S.C. section 1352, the [Contractor] understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 14: Iran 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 section 14(a) above, 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 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 CPA to pursue a breach of contract action for any violation of the provisions of the [Agreement/Contract].

SECTION 15: Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the [Contractor] represents that it has not entered into any consulting agreements in connection with this [Agreement/Contract], except for the agreements listed below. "Consulting agreement," as such term may be amended pursuant to Connecticut General Statute section 4a-81, 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 terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES: _____

Name of Former State Agency

Termination Date of Employment

SECTION 16: Freedom of Information Act. (a) CPA is a “public agency” for the purposes of the State of Connecticut Freedom of Information Act (“FOIA”). Accordingly, this [Agreement/Contract] and any correspondence, documents or other information delivered to the CPA in connection therewith will be considered public records and will be subject to disclosure under FOIA. CPA will afford due regard to the [Contractor]’s request for the protection of proprietary or personal information which CPA receives (including but not limited to: 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 and residential address, 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). In making such a request, the [Contractor] may not merely state generally that the materials are personal, proprietary or confidential in nature and therefore, not subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the [Contractor] believes are exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with 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 FOIA. To the extent that any other provision or part of the [Agreement/Contract], 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,” CPA will endeavor to keep said information confidential to the extent

permitted by applicable law. CPA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. the [Contractor] shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CPA or the State of Connecticut have any liability for the disclosure of any documents or information in its possession which CPA believes are required to be disclosed pursuant to FOIA or other requirements of applicable law.

(b) Unless authorized or instructed in writing by CPA, the [Contractor] shall not, during or at any time after the term of this [Agreement/Contract], except as required in the conduct of CPA's business, disclose to others, or use, or permit to be disclosed to others or used by others, any of CPA's inventions, discoveries, works, ideas, information, knowledge or data (whether in oral, written, or machine-readable form) which the [Contractor] may develop or obtain during the course of, or in connection with, the [Contractor]'s engagement pursuant to this [Agreement/Contract], including such inventions, discoveries, works, ideas, information, knowledge, or data relating to machines, equipment, products, systems, software, research and/or development, designs, compositions, formulae, processes, manufacturing procedures, business methods, present and prospective customers of CPA, business dealings with such customers, prospective marketing, promotion, sales and advertising programs and strategies, and agreements with representatives or prospective representatives of CPA, present or prospective sources of supply or any other business arrangements of CPA, including but not limited to CPA's customer lists, the names or any other information regarding any such customers, costs, prices and earnings, whether or not developed by the [Contractor], by others in CPA or obtained by CPA from third parties, and irrespective of whether or not such inventions, discoveries, works, ideas, information, knowledge or data have been identified by CPA as secret or confidential, unless and until, and then only to the extent that, such inventions, discoveries, works, ideas, information, knowledge or data become available to the public otherwise than by the [Contractor]'s act or omission. All inventions, discoveries, works, ideas, information, knowledge, and data described or referred to in this section 16 are referred to herein collectively as "Confidential Information." The [Contractor] understands, in addition, that CPA has received and in the future will receive from third parties Confidential Information ("Third Party Information") subject to a duty on CPA's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Unless authorized or instructed in writing by CPA, the [Contractor] shall not, during or at any time after the term of this [Agreement/Contract], except as required in the conduct of CPA's business, disclose to others, or use, or permit to be disclosed to others or used by others, any Third Party Information. It is hereby agreed that the following information is not considered to be Confidential Information under this [Agreement/Contract]:

1. Information already in the public domain;
2. Information disclosed to the [Contractor] by a third party who is not under a confidentiality obligation;
3. Information developed by or in the custody of the [Contractor] before entering into this [Agreement/Contract];
4. Information developed by the [Contractor] through its work with other clients; and
5. Information required to be disclosed by applicable law, provided however, the [Contractor] shall use commercially reasonable efforts to provide notice to CPA as to any such requests.

(c) The [Contractor] acknowledges that CPA must comply with FOIA, which 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 Connecticut General Statute section 1-210(b). In accordance with Connecticut General Statute section 1-218, if the amount of this [Agreement/Contract] exceeds two million five hundred thousand dollars (\$2,500,000), and the [Contractor] is a “person” performing a “governmental function”, as those terms are defined in Connecticut General Statute section 1-200(4) and (11), CPA is entitled to receive a copy of the records and files related to the [Contractor]’s performance of the governmental function, which may be disclosed by CPA pursuant to the FOIA.