



The State of Connecticut
*Department of Economic and Community
Development (DECD)*

**Request for Proposal
Coordination and Management of Youth
Entrepreneurship Program**

**RFP Submission Deadline
Monday March 19, 2007
4:30 PM**

Request for Proposal Coordination of Youth Entrepreneurship Program

A. Statement of Objective

The State of Connecticut Department of Economic and Community Development is seeking proposals from for profit or non-profit organizations to provide consulting services to coordinate and manage its statewide youth entrepreneurship program.

B. SCOPE OF WORK:

Background

The Department of Economic and Community Development (DECD) is the state's lead agency for the development and implementation of policies, strategies and programs all of which are designed to enhance Connecticut's communities and business and housing environments.

As a forward thinking organization, DECD has successfully integrated the industry cluster economic development strategy into the every day workings of the department and is continuing to work with the Governor's Competitiveness Council to enhance Connecticut's competitive position in the new economy and solidify the state's reputation as a high-tech leader in innovation and productivity.

In the spring of 1999, the Governor's Council on Economic Competitiveness and the DECD launched Connecticut's Inner City Business Strategy. One component of the inner city business strategy was to provide entrepreneurial training for at-risk high school students.

The vision was that Connecticut would be recognized as the nation's leading state in motivating inner-city high school age youth through extensive entrepreneurial training.

1-The contractor must be able to provide a staff person dedicated exclusively to DECD's youth entrepreneurship program. This person, at a minimum, must have a BA degree in business, education or related field and have experience in working with teachers and students in inner city high schools, working with small inner city businesses, and in-depth knowledge of how to develop, own and operate a small business. In addition, experience in event planning/implementation and fundraising is needed. It is understood that this person will work in DECD office space and report to DECD staff.

2-The contractor must submit a plan detailing how the staff person will coordinate, manage and provide technical assistance to DECD's current youth entrepreneurship programs. The plan must address the following

- Methods for communicating with DECD's program partners all over the state

- Methods for ensuring the programs are meeting minimum standards—minimum standards are... each program must be taught by a certified entrepreneur teacher, each class must use approved entrepreneur curriculum, each student must complete a business plan, and each class must participate in entrepreneurial experiential learning activities
- Methods for tracking students and their successes
- Methods for evaluating the effectiveness of teachers and their class activity
- Methods for providing administrative reports on the overall progress of the program

3-The contractor must submit a sample of its entrepreneurship curriculum and materials, which will be used for teacher and student training. These materials must accompany a course outline of on how teachers will be trained including teaching methods, duration and resulting evaluation of training effectiveness.

4-The contractor must provide a plan on how it will advance and manage the proper use of funds for student and teacher expenses. It is understood that all funds advanced (with approval) will be reimbursed by DECD. The plan should include a sample of forms used for tracking these advances and reconciliation of all funds.

5-The contractor must provide a plan detailing how it will develop and organize new programs to enhance services to students. This plan should address services to youth after they have completed the DECD youth entrepreneurship program and should discuss partnerships and resources to meet the goal of these programs.

6-The contractor must provide a plan detailing how it will ensure the sustainability of DECD's program. This plan must address methods and/or steps to take in securing resources and support for the sustainability of the program.

7-The contractor must provide a plan to generate additional revenue for DECD youth entrepreneur events and for school programs needing funding. This plan must detail the amount of funds that could potentially be raised, methods for raising these funds, and lists of potential private/corporate funders.

C. Total Cost and Payment Terms

Budget: The estimated value of this contract for service cannot exceed \$150,000.

All fees and costs quoted herein shall remain firm for the entire contract term. The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The failure of any respondent to receive or examine any contract, document, form, addenda or to acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a

proposal shall be conclusive evidence and understanding of DECD's intent to incorporate such terms and conditions into any subsequent contract. Information Required: Proposals should explain clearly and completely the proposers' qualifications and experience as they pertain specifically to the services outlined in this RFP.

Agency Fee: Contractor must provide a detailed description of the budget and monthly management fee required to perform the services. All costs, such as travel, printing and equipment must be included in the contract price.

Term: The contract shall be effective from the date of award and shall end June 30, 2008. The State shall have no obligation for costs incurred outside the contract period.

Renewal: The contract may be renewed twice for one-year periods without bidding.

D. Proposal Submission

Contractors shall submit in a sealed package or envelope, a clearly marked original plus THREE (3) copies of the proposal. Proposals shall be received at DECD, no later than 4:30 p.m. E.S.T., on March 19, 2007. An individual authorized to extend a formal proposal must sign all proposals. Any proposal received after this date and time shall be rejected. The outside cover of the package containing the proposal shall be marked: DECD Youth Entrepreneurship Program - submitted by (Name of Contractor)

Proposals shall be mailed or delivered to:

Connecticut Department of Economic and Community Development

Office of Workforce Development

505 Hudson Street

Hartford, CT 06106

Attention: Ms. Patricia Downs, Executive Director Workforce Development

Any costs incurred by Contractors in preparing or submitting a proposal shall be the contractor's sole responsibility. No additions or changes to the original proposal will be permitted after submittal. While changes are not permitted, clarification at the request of the agency may be required at the applicant's expense.

Communications in reference to this RFP shall be directed to Patricia Downs, Executive Director Workforce Development in writing at the above address or by Fax at 860-270-8070 or by e-mail at patricia.downs@ct.gov no later than noon on Wednesday, February 28, 2007. Answer to all questions will be e-mailed on or before Monday, March 5, 2007.

E. Instructions to Bidders

Letter of Intent

Bidders who are furnished a copy of the RFP and intend to make a proposal are requested to submit a letter of intent by Thursday February 22, 2007. Those bidders submitting a letter of intent will receive copies of all written updates regarding the RFP. Letter of Intent should be directed in writing to:

Ms. Patricia Downs, Executive Director Workforce Development
Connecticut Department of Economic and Community Development
Office of Workforce Development
505 Hudson Street
Hartford, CT 06106

A Letter of Intent is non-binding in that the respondent is not required to submit a proposal. The purpose of the Letter of Intent is to enable DECD to send interested respondents new information concerning the RFP in a timely manner.

F. Specific Proposal Requirements

To facilitate the review process, proposals shall be required to contain only the material specified below.

- Identification of the firm submitting the proposal (list all principals and their percentage of ownership).
- If a corporation, submit a current corporate record printout from the Secretary of State's Office.
- Project Team-Brief profile of persons responsible for the performance of the assignment. If you intend to subcontract any of the services to another firm, provide the names and qualifications of any subcontractors, the time that they would devote to the project and details regarding the contractual arrangements.
- Proof of the following insurance coverage: worker's compensation, employer's liability, and comprehensive general liability.

The following forms must be completed, signed, notarized and returned as part of your proposal. **(Forms can be found at the end of the proposal document.)**

- Gift Certification Form –pursuant to C.G.S. 4-250 AND 4-252 and Executive Order No 72
- Campaign Contribution Certification Form-pursuant to C.G.S. 4-250 and Executive Orders No 1. and No 7C
- Consulting Agreement Affidavit Form –pursuant to Section 51 of Public Act 05-287
- Annual Contract Certification Form is included for your information only is to be used on an annual basis to update the preceding gift/campaign contribution certifications, pursuant to Executive Orders No. 1 and No 7

G. Conditions

Any prospective bidder must be willing to adhere to the following conditions and must state them in the proposal.

1. Acceptance or Rejection by the State: The state reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.

2. Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the federal government.

3. Ownership of Proposals: All proposals in response to this RFP are to be the sole property of the state, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (Re: Freedom of Information)

4. Stability of Proposed Price: Any price offerings must be valid for a period of 90 days from the due date of the proposals.

5. Oral Agreements: Any alleged oral agreement or arrangement made by a subcontractor with any department or employee will be superseded by the written agreement.

6. Amending or Canceling Requests: The state reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of the department and the state.

7. Rejection for Default or Misrepresentation: The state reserves the right to reject the proposal of any subcontractor that is in the default of any prior contract or for misrepresentation.

8. State's Clerical Errors in Awards: The state reserves the right to correct inaccurate awards resulting from its clerical error.

9. Rejection of Qualified Proposals: Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

10. Changes to Proposal: No additions or changes to the original proposal will be allowed after submittal.

11. Collusion: By responding, the bidder implicitly states that the proposal is not made in connection with any competing contractor submitting a separate response to the RFP, and that it is in all respects fair and without collusion or fraud. It is further implied that the bidder did not participate in the RFP development process, and had no knowledge.

12. The proposal shall include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

13. Communications Notice: All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted

by this RFP. Any violation of this prohibition by bidders or their representatives may result in disqualification or other sanctions, or both.

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

15. **Affirmations Concerning Contract and Conditions:** Include a written statement that you have read and accept the RFP's conditions, the agency's standard contract and conditions and the State's contract compliance requirements in their entirety and without amendment.

16. Please read the CHRO documents entitled "Notification to Bidders" and fill out and provide a signed and certified copy of the CHRO "Bidder Contract Compliance Monitoring Report" form as part of your proposal. **(Forms can be found at the end of the proposal document)**

17. In responding, the applicant implicitly states that the proposal is not made in connection with any competing applicant submitting a separate response to the **RFP and** is in all respects fair and without collusion or fraud. It is further implied that the applicant 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 employee of the DECD participated directly or indirectly in the applicant's proposal preparation

H. Evaluation of Proposals

Each proposal will be evaluated by a screening committee against the following criteria to determine which bidder is most capable of implementing the State's requirements:

Criteria

Qualifications and Experience

1. Prior Experience and Qualifications specific to this RFP

- References

- Current and recent clients list

- General qualifications and experience as they relate to compliance with CT contracting statutes and regulations, including Ethics

2. Proposal

- Quality, clarity and completeness of proposal

- Expressed understanding of the requirements of this RFP

- Methodology proposed to accomplish the goals of the committee

- Qualifications and availability of principal team members

3. Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO)

Addenda to This RFP

DECD may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at <http://www.ct.gov/ecd/site>. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

RIGHT TO WITHHOLD AWARDING OF CONTRACT

- DECD reserves the right to reject any or all proposals submitted for consideration. In addition, DECD reserves the right to not make any award under this RFP if funding is not available.
- All proposals in response to this **RFP** are to be the sole property of the State and subject to the provisions of Section 1-19 of the Connecticut General Statutes (i.e.: Freedom of Information).
- The State will ultimately determine timing and sequence of events resulting from this **RFP**.
- Any alleged oral agreement or arrangement made by an applicant with the DECD or any employee of the Department will be superseded by the written contract.
- The State reserves the right to amend or cancel this **RFP**, prior to the due date and time, if it is in the best interests of the State.

- The State reserves the right to reject the proposal of any applicant that is in default of any prior contract or for misrepresentation.

- Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the **RFP**.

- An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

I. Rights Reserved to the State

DECD reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice. A Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law,
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning,
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning,

- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation, and
- The Contractor is debarred or suspended.

J. Timeline for the RFP and Contracting Process

February 15, 2007 2006 RFP Release

February 22, 2007 Letter of Intent Due

February 28, 2007 Questions about RFP due

March 19, 2007 Deadline for Submitting Proposals

March 23, 2007 Committee review/selection

April 2, 2007 Contract awarded

Appendix I References Form

Appendix I. REFERENCES

Proposals should include five organizations or institutions, of similar or the same size, where you have provided services similar to the services outlined herein. Please include name, title, telephone number and e-mail address of a contact person at each institution.

References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.

References:

E-mail: _____

Institution Contact -Telephone No

E-mail: _____

Institution Contact -Telephone No.

E-mail: _____

Institution Contact -Telephone No.

E-mail: _____

Institution Contact -Telephone No.

Appendix II Proposal Certification

Appendix III Required Forms

Appendix IV Standard State of CT/DECD contract language

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Name of Benefactor Name of recipient Gift Description Value Date of Gift

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

Contributor Recipient Amount/Value Date of Contribution Contribution Description

List information here

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public



BID or PROPOSAL #.
CONTRACT #.

STATE CONTRACTOR OR PROSPECTIVE STATE CONTRACTOR AFFIDAVIT

I am over 18 years of age and believe in and understand the obligation of an oath.

My name is _____ and I am the chief executive officer of
Print Name

Print Name of State Contractor or Prospective State Contractor

which is a [] business entity, [] nonprofit organization or [] person, *(select one)*

(SELECT A or B)

A. which [] currently holds a state contract as defined in Conn. Gen. Stat. §9-333n(g)(1)(C), with the following agency: _____
or Print Name of Agency
[] currently holds a prequalification certificate issued by the Commission of the Department of Administrative Services

OR

B. which is
[] seeking a state contract by submitting a bid in response to a bid solicitation to the following state agency or quasi public agency: _____
or Print Name of Agency
[] seeking a state contract by submitting a proposal in response to a request for proposal to the following state agency or quasi public agency: _____
or Print Name of Agency
[] applying to the Commissioner of Administrative Services for a prequalification certificate

I hereby certify that: (1) I have informed all of the individuals within my company, entity or organization listed above who are defined as a "principal of a state contractor or prospective state contractor" in Conn. Gen. Stat. §9-333n(g)(1)(F), of the contribution and solicitation ban described in Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable; and have listed each such principal in the attached page(s) and submitted to the State Elections Enforcement Commission, (2) no individual who is a principal of a state contractor or prospective state contractor, as described in Conn. Gen. Stat. §9-333n(g)(1)(F), of my company, entity or organization will make or solicit a contribution in violation of Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable, and (D), and (3) if any such contribution is made or solicited, my company, entity or organization listed above, shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited or if a contract has been awarded, the contracting agency may void the existing contract with such contractor and shall not extend or amend the contract for one year after the election for which the contribution is made or solicited.

SWORN AS TRUE AND COMPLETE SUBJECT TO THE PENALTIES OF FALSE STATEMENT.

Signature Date

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

Commissioner of the Superior Court
Notary Public

Notice: Making a false statement on this form may subject you to criminal penalties, including, but not limited to, imprisonment, a fine, or both.

SEEC FORM SC 3 (Rev. 11/06)
CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT
STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Statutory Definitions

Conn. Gen. Stat. §9-333n(g)(1)(C) provides:

(C) "State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (i) the rendition of personal services, (ii) the furnishing of any material, supplies or equipment, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

Conn. Gen. Stat. §9-333n(g)(1)(F) provides:

(F) "Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of directors of, or has an ownership interest in, a state contractor or prospective state contractor, which is a business entity, except for an individual who (I) owns less than five per cent of the shares of any such state contractor or prospective state contractor that is a publicly traded corporation, or (II) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive or senior vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

Conn. Gen. Stat. §9-333n(g)(2) provides, in relevant part:

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

(B) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; . . .

Conn. Gen. Stat. §9-333n(g)(2)(D) provides, in relevant part:

. . . The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, and (iii) acknowledge in writing that if any such contribution is made or solicited, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

Instructions

1. Complete affidavit and return to State Contracting Agency.
2. Complete List of Principals and return to the State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.

SEEC FORM SC 3A (Rev. 11/06)

LIST OF PRINCIPALS

STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS



LIST OF PRINCIPALS

(This page may be reproduced if more than one is required)

Contracting Agency	Contractor Name		Bid or Proposal # Contract Award #	Contractor Contact E-Mail Address
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	
Principal's Spouse/Child	First Name	MI	Last Name	

Principal Key*	Designation
Owner/Shareholder/LLC Member	O
Director	B **
President	P
Chief Executive Officer	CEO
Treasurer	T
Exec./Senior Vice President	V
Employee	E
Spouse	S
Dependent Child	C

*See statutory definition of "Principal" and Instructions on reverse side.

** Applies primarily to a business entity and not to a non-profit entity. Please review FAQs on SEEC website: <http://www.ct.gov/seec>

SEEC FORM SC 3A (Rev. 11/06)

LIST OF PRINCIPALS

STATE OF CONNECTICUT State Elections Enforcement Commission

FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Instructions

General Instructions:

1. Enter the name of the Contracting Agency, the name of the Contractor, Bid, Proposal or Contract Award Numbers, as applicable, and the e-mail address of the person responsible for completion of the list of principals.
2. Enter the name (First Name, Middle Initial, Last Name) of each “principal” other than a child or spouse and indicate from the Designation Key the relationship of that principal to your organization.
3. Immediately below the name of any principal, indicate the information for any spouse or child (if any) associated with that principal.
4. Enter the name of any Political Action Committee which is established by or on behalf of any “principal”, including the entity that is the state contractor or prospective state contractor.
5. **Note: SEEC Form SC 3A, List of Principals, must be submitted to State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.** For additional information go to the SEEC website at www.ct.gov/seec and click on State Contractor Ban, and FAQ.

Definitions of Applicable Terms

Principals of a State Contractor that is a Business Entity

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. Members of the Board of Directors
2. Individuals owning 5% or more of the business
3. President, Treasurer, Executive and Senior Vice Presidents
4. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
5. Spouses and dependent children of all of the above
6. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

A Business entity includes any corporation, partnership, cooperative, joint venture, trust, or any association of any kind that is engaged in the operation of a business or profit making activity. See Section 9-333a(7), General Statutes.

Principals of a State Contractor that is not a Business Entity (Note: This would include a Non Profit Organization or a sole proprietorship or professional service corporation owned by a single individual.)

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. The chief executive officer
2. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
3. Spouses and dependent children of all of the above
4. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

Category of Principal	Designation
Owner / Shareholder/LLC Member	O
Director	B
President	P
Chief Executive Officer	CEO
Treasurer	T
Executive or Senior Vice-President	V
*Employee	E
Spouse of Principal	S
**Dependent Children of Principal	C

*“Employees that have managerial or discretionary responsibilities” generally refers to higher level personnel who have participated substantially (or would be responsible to do so) in the negotiation of the state contract.

**Dependent Child – Under the Internal Revenue Services (IRS) Code, a qualifying child for whom a dependency exemption has been claimed by a principal on the last federal income tax form filed with the IRS.

ATTACHMENT A

This Personal Service Agreement (hereinafter “Agreement”) entered into this _____ day of _____ 2007 (the “date of execution”), is between the STATE OF CONNECTICUT acting through the Commissioner of the Department of Economic and Community Development pursuant to Conn. Gen. Stat sections 32-1c, 32-5, 4-8 (hereinafter the “State”) and _____ (hereinafter “Contractor”). The parties hereto agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Agreement.

TERM

Performance under this Agreement shall commence on _____, 2007 but may be terminated at will by either party upon thirty 30 days written notice as more fully set forth in Section 18, Part 1 of this Agreement.

Part 1

CONDITIONS

1. Entire Agreement

This Agreement embodies the entire agreements between the State and the Contractor on the matter specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and the predecessors. No change, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties and approved by the Attorney General or his Deputy. This Agreement shall insure to the benefit of each party’s heirs, successors, and assigns.

2. Changes in Services

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. Contractor shall implement no change unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

3. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized and financed to perform such services. Contractor shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

4. Notices

Unless otherwise expressly provided to the contrary notices provided for hereunder shall be in writing and may be delivered personally or by mail. Notices will be effective if delivered personally or, if by mail, upon receipt, to the following addresses:

STATE: Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106
U. S. A.

ATTENTION: Linda Bajek, Finance and Administration

CONTRACTOR: **Company Name**
Address

ATTENTION: _____

The parties may change their respective addresses for notices under this paragraph 4 upon prior written notification to the other.

5. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of the governmental authorities, including those having jurisdiction over its registration and licensing to perform services hereunder.

6. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractor necessary to perform the services under this Agreement.

Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees' performance or subcontractor's performance which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give a thirty-day (30) notice to Contractor of the State's desire for such reassignment. Contractor will then have fifteen (15) days to investigate the situation and attempt, if it so desires, to satisfy the State that employee should not be reassigned. However, at the State's decision and sole discretion, after such fifteen days thereafter, or thirty days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

7. Conflicts, Error, Omissions and Discrepancies

- a. In the event of any conflict between the provisions of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.
- b. In case of conflicts, discrepancies, error or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by the Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, error or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

8. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to

or death of Contractor's employees or subcontractor, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

9. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity or official body unless prior written consent is obtained from the State.

10. Quality Surveillance

All services performed by Contractor shall be subject to the inspection and approval of the state at all times, and Contractor shall furnish all information concerning the services and grant the State's duly authorized representatives free access at all reasonable time upon 24-hour notice to Contractor's facilities where the services under the Agreement are performed or where the books and records relative to such services are maintained, and shall allow such representatives free access to any and all such books and records. At the State's request, the Contractor shall provide the State with hard copies of or magnetic media containing any data or information in the possession of the Contractor, which pertain to the State's business under this Contract.

11. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

12. Examination of Contractor's Records

The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractor pertaining to work performed under this Contract. The State will give Contractor or such subcontractor 24-hour notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic tapes containing any data or information relating to the State's business, which data or information is in the possession or control of the Contractor. The Contractor shall incorporate this paragraph 12 verbatim into any agreement it enters into with any subcontractor providing services under this Agreement.

13. Promotion

Unless specifically authorized in writing by the Commissioner of the Department of Economic and Community Development on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials or employees, or seal of the State:

- (a) in any advertising, publicity, promotion; or
- (b) to express or to imply any endorsement of Contractor's products or services; or
- (c) to use the names of the State, its officials or employees or the State Seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State.

14. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to those set forth herein in Part 1, Sections 8, 9, 13 and 15 of this Agreement, shall remain in full force and effect.

15. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where a disclosure of such information by Contractor is required by other governmental authority to ensure compliance with the laws, rules or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

16. Non-Discrimination

- (a) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one (51) percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to

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direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (b) For the purposes of this Section, “Commission” means the Commission on Human Rights and Opportunities.
- (c) For the purposes of this Section, “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition, or repair of public building, highways or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matched expenditures, grants, loans, insurance or guarantees.
- (d) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which 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 worker’s representative of the Contractor’s commitments under its 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 Conn. Gen. Stat. sections 46a-68e and 46a-68f and with each regulation or relevant

Appendix IV

order issued by said Commission pursuant to Conn. Gen. Stat. Sections 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (e) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (f) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (g) The Contractor shall include the provisions of subsection (d) of this Section in every subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. section 46a-56, as amended by section 5 of Public Act 89-253; providing 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 interest of the State and the State may so enter.
- (h) 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.
- (i) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate against or permit discrimination against any persons or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a

contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers, representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the General Statutes; the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and Section 46a-56 of the General Statutes.

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

17. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity, which it may have with respect to all matters arising out of this Agreement.

18. Termination

The parties mutually agree that either may terminate this Agreement upon **thirty (30) days** written notice delivered to the other by certified or registered mail to the notice addresses as provided in Section 4 of this Part.

19. Terms

Wherever the term "Commissioner" is used in this Agreement it shall include the State Commissioner of the Department of Economic and Community Development or his authorized agent, employee or designee.

20. Assignment

This agreement shall not be assigned by either party without the written consent of the other.

21. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

22. Subpoenas

In the event the State's records are subpoenaed pursuant to Conn. Gen. Stat. section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of part 1 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoenas together with a copy of the same to the person designated for the State in Section 4 of Part 1 of this Agreement.

23. Violence in the Workplace Prevention

This agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be cancelled, terminated or suspended by the state for violation of or noncompliance with said executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

24. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), Contractor shall comply with the gift and campaign contribution certification requirements of Connecticut General Statutes § 4-252 and section 8 of Governor M. Jodi Rell's Executive Order Number 1. For purposes of this paragraph, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

25. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting

Standards Board may review and recommend, for DECD's consideration and final DECD determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

26. Disclosure of Consulting Agreements

Pursuant to subsection (b) of Section 51 of P.A. No. 05-287, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Section 51 of P.A. No. 05-287.

27. Insurance Requirements for Personal Service agreement of \$100,000 or more

(a) Contractor shall procure and maintain for the duration of the contract the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.

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- 2) **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) **Professional Liability:** The contractor shall maintain professional liability coverage providing for a total limit of \$1,000,000 to cover any act, error or omission to cover any claim arising from the performance of the designated professional services (if available).

(b) Additional Insurance Provisions

1. The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured on the Commercial General Liability Policy.
2. Described insurance shall be primary coverage and contractor and contractor's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
3. Contractor shall assume any and all deductibles in the described insurance policies.
4. Each insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State of Connecticut.
5. Each policy shall be issued by an insurance company licensed to do business by Connecticut Department of Insurance and having the best rating of A-, VII or better.

28. Campaign Contribution Restriction

The Contractor agrees to comply with the campaign contribution restrictions required by Conn. Gen. Stat. Section 9-612, as may be amended from time to time, and as described more fully in **Exhibit A**, attached hereto and made a part hereof.

Part 2

SPECIFICATION OF SERVICES

1. Scope

This Agreement is entered into by the State of Connecticut, Department of Economic and Community Development (“DECD”) with **Contractor’s name.** (“Contractor”) to provide the Department of Economic and Community Development with **assistance...**

2. Contractor’s Responsibilities

Add/list contractor’s responsibilities

3. State’s Responsibilities

The State through the Department of Economic & Community Development shall provide the following:

- a. **Establish priorities of work performed by the contractor.**
- b. **Oversee the overall activities of the contractor.**
- c. **etc.**

Part 3

INVOICING, PAYMENT AND MISCELLANEOUS FEATURES

1. List requirements

2. Contract value will not exceed \$*****