



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION



MUNICIPAL GRANT PROGRAM

February 20, 2024

First Selectman David Bindelglass
Town of Easton
225 Center Rd
Easton, CT 06612

Dear Selectman Bindelglass:

Congratulations on receiving an Urban Grant award for the Town of Easton towards the replacement of the septic system, installation of watershed protection, and added parking at Easton EMS facility. **The total amount of the grant is \$396,270.**

The Department of Emergency Services and Public Protection (DESPP) will manage your award. Please review the Program Guidance document carefully and pay particular attention to the grant award amount and Notice of Grant Award. I have attached the required paperwork for Phase 1 as well as the legal terms and conditions of the grant. Please complete the documents for Phase 1 and return them electronically.

The Notice of Grant Award is the legal document between the State and the Town of Easton. When signing the Notice of Grant Award, you are agreeing to all the Special Terms and Conditions, General Terms and Conditions, and any additional documentation included in this grant packet. The effective date of this award is when it is signed by Commissioner Higgins. Once executed, you will receive an electronic copy of the approved package, and you may submit reimbursements for any work after the effective date.

The following documents are required to be filed to start the grant process:

1. Administrative Plan (the Template is included, please call if you have questions)
2. Grantee Point of Contact (DPS 204)
3. Statement of Work (the Template is included, please call if you have questions)
4. Project Budget Forms (DPS-203-C)
5. Municipal Resolution or Certification by Grantee

All required documents/forms are also available at

<https://portal.ct.gov/DEMHS/Grants/Municipal-Grant-Program/Guidance-and-Forms>.

Please feel free to contact us at Kimberly.Zigich@ct.gov or Ian.Alexander@ct.gov if you have any questions.

We look forward to working with you. Congratulations.

Sincerely,

Kim Zigich
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8038 / Fax: 860.685.8357
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
 Division of Emergency Management & Homeland Security
 1111 Country Club Road, Middletown, CT 06457



NOTICE OF GRANT AWARD

The Department of Emergency Services & Public Protection (DESPP) hereby makes the following grant award in accordance with the approved grant application from the CT Office of Policy and Management (OPM), the State of CT General Terms and Conditions, and the Special Grant Conditions from DESPP.

Grantee:	Town of Easton	
Address:	225 Center Rd	
City/State/Zip:	Easton, CT 06612	
FEIN #:		
DEMHS Grant No.:	023G046	
Project Title:	Replace the septic system, install watershed protection, and add parking at Easton EMS Facility	
Date of OPM Award:	December 15, 2023	
Bond Fund Account No.:	13019-DPS32000-41238	
Period of Award:	From: Fully executed agreement	To: 5 years from fully executed agree
Grant Award Amount:	\$ 396,270.00	

Total Project Amount: \$3,700,000.00 (estimated)
Grantee Match: NA
State Award: \$396,270.00
Other: \$3,303,730.00

My signature below, for and on behalf of the above named subgrantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the Grantee; and
2. The Grantee will comply with the attached General and Special Grant Conditions, Standard Assurances, Reporting Schedule, and requirements contained within this Grant Award Package.
3. I further certify that any funds received will be applied for the use and purposed outlined in the approved application submitted to OPM.

By: _____
 Signature of Authorized Official

 Date

 Typed Name and Title of Authorized Official

FOR THE DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION

By: _____
 Signature of Authorized Official

 Date

 Typed Name and Title of Authorized Official

**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF
EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

**Special Grant
Conditions**

SECTION 1: Statutory Authority.

- 1.1 Connecticut General Statutes §4-66c provides that the State Bond Commission may authorize the issuance of bonds; Connecticut General Statutes § 4-66c, authorizes the Office of Policy and Management (OPM) to utilize the proceeds of the sale of such bonds for a Urban Grant Program, the purpose of which shall be to provide grants-in-aid to eligible municipalities and non-profits for the same purposes for which funds would be available under § 4-66g of the Connecticut General Statutes. Funding was authorized by the State Bond Commission under § 4-66c of the Connecticut General Statutes at the meeting held on December 15, 2023.
- 1.2 The State of Connecticut, Division of Emergency Management and Homeland Security under the Department of Emergency Services and Public Protection, hereinafter referred to as DESPP/DEMHS is assisting OPM in administering the program by entering into agreements with eligible municipalities for grants-in-aid for eligible capital projects;
- 1.3 DESPP is authorized to enter into this agreement through the Commissioner of Emergency Services and Public Protection, pursuant to the authority provided under Connecticut General Statutes § 4-8.

SECTION 2: Grantee and Award.

- 2.1 Town of Easton, hereinafter referred to as the “Grantee” or “Contractor” is a municipality which either operates or has a community interest in replacing the septic system, installing watershed protection, and adding parking at the Easton EMS facility.

SECTION 3: Terms.

- 3.1 DESPP/DEMHS hereby authorizes a grant for the following:
Grant-in-aid to the Grantee to replace the septic system, install watershed protection and add parking at the Easton EMS facility for the Estimated Total Project Cost of \$3,700,000.00 which includes a total amount, not to exceed **\$396,270.00 in State Share.**
- 3.2 All exhibits and attachments included in this Grant Packet are incorporated into and made part of the signed agreement. The entire Grant Packet shall herein be referred to as “Contract” or “Agreement.”
- 3.3 All terms included in the documents, exhibits, and attachments included in this Grant Award packet shall be incorporated into the signed agreement executed on the Notice of Grant. Grantee shall comply with all included guidelines and authorities incorporated in the Grant Award signed agreement.
- 3.4 The Grantee agrees to expend the grant funds awarded pursuant to this Agreement for allowable purposes only and to comply with all the terms and conditions of this grant award and any related documents set forth its obligations as Grantee.
- 3.5 DESPP reserves the right to deny any reimbursements which it determines is not within the scope of the project.

Initials _____

SECTION 4: Effective Date/Period of Performance.

- 4.1 This Agreement shall be effective when executed by both parties. The period of performance will begin on the effective date and end no more than five years after the execution date of this document.

SECTION 5: Duration of Agreement.

- 5.1 These terms remain in full force and effect for the entire term of the performance of the grant unless terminated by the Grantor as provided in the Connecticut General Terms and Conditions.

SECTION 6: Payment Schedule.

- 6.1 DESPP/DEMHS agrees to reimburse the Grantee for the direct cost of the eligible expenses. State funds are disbursed on a **reimbursement basis for allowable expenditures incurred between the start and end dates of the executed agreement**, for which the Grantee has already paid.
- 6.2 The Grantee may choose one of the following payment options:
- a. One cash advance up to 25% of the award amount and two reimbursement requests (the second reimbursement request will be the final payment of the project.)
 - b. Maximum of three (3) reimbursement requests with the third reimbursement for the final payment of the project.
- 6.3 Supporting documentation required for reimbursements and cash advance requests includes but is not limited to: copies of purchase orders, invoices, proof of payment (i.e. cancelled checks) and contracts. If requesting the cash advance, documentation must be provided indicating multiple quotes as well.
- 6.4 Final reimbursement will be made after documentation of the total project costs which includes documentation of the municipal share of the project, is submitted. If the grantee match is larger than the state share of the grant, only one request will be accepted.

SECTION 7: Reporting.

- 7.1 Grantee is required to submit quarterly progress and financial reports. Supporting documentation may be required.

SECTION 8: Certifications.

- 8.1 The Grantee must certify in writing that requests for payment are for **work begun on or after the effective date of this agreement.** The effective date is the latter date of the Grantee's signature and the DESPP Commissioner signature. Once the Agreement is executed, DESPP will electronically send the fully executed agreement.
- 8.2 The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to five years from the effective date of this agreement. The State makes no guarantees on the availability of any unused portion of these funds if the Grantee does not meet this deadline.
- 8.3 The Grantee acknowledges that any and all additional work not specifically authorized in writing

Initials _____

by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the Agreement set forth herein shall be the exclusive responsibility of the Grantee.

SECTION 9: Revised Budget.

9.1 If the grant amount and/or the distribution of funds between budget line items, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DESPP/DEMHS and OPM a revised budget and budget narrative equal to and in the same distribution of the grant award not later than 30 days after signing the grant. OPM must approve any changes to the budget/grant distribution. Cash requests will be withheld until the revision is received and approved by OPM.

SECTION 10: Grant Extensions.

10.1 If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to DESPP/DEMHS not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of OPM. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

SECTION 11: Non-Supplanting.

11.1 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DESPP/DEMHS or OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 12: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

12.1 Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

SECTION 13: Conflict of Interest.

13.1 No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

Initials _____

SECTION 14: Disclosure of Contractor Parties Litigation.

- 14.1 The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

SECTION 15: Commission on Human Rights and Opportunities (CHRO).

- 15.1 Since this grant-in-aid is comprised of state funds, this Contract is subject to State set-aside and contract compliance requirements which were enacted under June 2015 Special Session Public Act 15-5 and became effective October 1, 2015. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. The recipient must comply with these requirements, as applicable, relative to the award of the contract. Further information can be found on the CHRO web page at portal.ct.gov/chro. Well prior to going out to bid, please contact Alvin Bingham, the CHRO's Contract Compliance Unit Supervisor, via phone, at (860) 541-4709 or via email, at Alvin.Bingham@ct.gov.



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



State of Connecticut General Conditions

SECTION 1: Definitions.

- 1.1 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum
- 1.2 Contract: This agreement, as of its effective date, between or among the Parties.
- 1.3 Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- 1.4 Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
- 1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.
- 1.6 Perform: For purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- 1.7 Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- 1.9 Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS’s. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS’s, the Agency’s shall control over those of DAS’s. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.
- 1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.11 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- 1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

SECTION 2: Audit Clause.

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

Please initial here to indicate that you have read and understand these conditions _____



SECTION 3: Whistleblowing.

3.1 This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

SECTION 4: Disclosure of Records.

4.1 This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

SECTION 5: Access to Contract and State Data.

5.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 6: Forum and Choice of Law.

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

SECTION 7: Termination.

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

Please initial here to indicate that you have read and understand these conditions _____



- 7.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 7.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 7.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 7.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 7.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 7.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 7.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 8: Tangible Personal Property.

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

Please initial here to indicate that you have read and understand these conditions _____



- 8.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 8.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 8.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 8.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 8.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 8.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 8.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 9: Indemnification.

- 9.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- 9.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

Please initial here to indicate that you have read and understand these conditions _____



- 9.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 9.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 9.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 9.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 10: Sovereign Immunity.

- 10.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 11: Summary of State Ethics Laws.

- 11.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 12: Audit and Inspection of Plants, Places of Business and Records.

- 12.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 12.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

Please initial here to indicate that you have read and understand these conditions _____



- 12.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 12.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 12.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 12.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 12.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 13: Campaign Contribution Restriction.

- 13.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 14: Protection of Confidential Information.

- 14.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 14.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 14.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 14.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 14.2.3 A process for reviewing policies and security measures at least annually;
 - 14.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 14.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

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- 14.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- 14.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 14.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

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

Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 15: Executive Orders and Other Enactments.

- 15.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in

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accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 15.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 15.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 16: Nondiscrimination.

- 16.1 For purposes of this Section, the following terms are defined as follows:
- 16.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 16.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 16.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 16.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 16.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 16.1.6 "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;
- 16.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 16.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 16.1.9 "minority business enterprise" means any small contractor or supplier of materials fifty-one 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 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 Connecticut General Statutes § 32-9n; and
- 16.1.10 "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 a public building, highway or other changes or improvements in real property, or

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which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- 16.2 (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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 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.
- 16.3 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.
- 16.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 16.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened

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with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 16.6 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.
- 16.7 The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- 16.8 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 provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 16.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 17: Iran Investment Energy Certification.

- 17.1 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.
- 17.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this

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solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

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

19.1.3 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 20: Large State Contract Representation for Official or Employee of State Agency.

20.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 21: Call Center and Customer Service Work.

21.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

SECTION 22: Compliance with Consumer Data Privacy and Online Monitoring.

22.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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STATEMENT OF WORK AND GRANT AWARD BUDGET

ALL HIGHLIGHTED NOTES WITHIN THIS TEMPLATE, INCLUDING THIS ONE, SHOULD BE DELETED BEFORE SAVING YOUR FINAL SOW DOCUMENT.

NAME OF GRANTEE: (FROM NOGA)

GRANT PROGRAM NAME: (FROM NOGA)

PROJECT TITLE: (FROM NOGA)

I. INTRODUCTION

CONCISE PROJECT DESCRIPTION (Limited to characters):

II. STATEMENT OF WORK

The grantee shall complete the work and/or shall purchase goods and/or services as delineated in the following table and in accordance with the below approved budget, contract terms and conditions (including, but not limited to General Grant Conditions, Special Grant Conditions, and/or other requirements which may be outlined within this document).

Category (Optional): Overarching type of work (for example: planning/design/construction/reports)	Tasks: The individual tasks to be performed in order to accomplish the objective of the grant award.	Target Completion Date for Each Task (specific date or # months from contract execution date)
	Facilitate and maintain strong relationships with key stakeholders including, but not limited to...	
	Hire staff with the required experience and training to provide services to clients.	
	Submit quarterly financial and progress reports in a format required by OPM.	
	Facilitate community outreach meetings	
	Produce Summary Report of community outreach findings	
	Refer Project Longevity clients to social services addressing identified needs and engage clients as they receive services.	
	If applicable, Grantee(s) shall be responsible for monitoring any Subgrantee(s) or Subcontractor(s) to ensure tasks and deliverables under such Subgrant(s) or Subcontract(s) are met and work with such parties to develop plans if any obstacles may develop that would impact the delivery of such tasks or deliverables.	
	If applicable, Grantee(s) shall ensure that all Subgrant(s) or Subcontract(s) provide clear Statements of Work and such Statements of Work shall, at minimum, incorporate applicable requirements into any Subgrant(s) or Subcontract(s) for services and/or work under this Grant.	

ADMINISTRATIVE PLAN TEMPLATE

<Insert Organization Letterhead Here>

A. Organization and Reporting

- I. Name of Grantee
- II. Governing Body for Grantee
- III. Legal Organization (Local Gov. Agency, Non-Profit 501(C)(3), Corp., etc.)
- IV. Composition
- V. Authority and Responsibilities
- VI. Office Address and Contact Information

B. Project Management

- I. Personnel
- II. Job Titles
- III. Credentials and Experience
- IV. Percentage of Time devoted to the project activities
- V. Reporting and Authority
- VI. Organization Chart
- VII. Roles and Responsibilities
- VIII. Consultants

C. Project Overview

Provide a brief description of the project.

D. Project Goals and Objectives

List the goals and objectives in outline format (A, B, C, etc. for goals 1, 2, 3, etc. for objectives under each goal).

Define the project goals: statements of desirable future conditions that answer the question.

“What is this project trying to accomplish?” **Goals should be directly related to the project statement.** The goals should be clearly stated, realistic, and achievable. The accomplishment of goals should result in the successful completion of the project described in the overview.

State the project’s objectives: more specific statements about how each of the goals will be achieved. **Objectives are measurable and focus on methods that will be used to complete the project described in the overview.** The objectives should be clearly stated, realistic and measurable.

Examples: the grantee will clearly identify the project goals and objectives using tangible measures, e.g., renovate approximately 40,000 square feet of existing industrial building space to accommodate modern commercial enterprise; or preparation and adoption of a master plan document, in accordance with Chapter 132 of the Connecticut General Statutes, to revitalize the commercial district.

E. Project Schedule

A project schedule will be prepared to plan and track major project activities and milestones. This will be tied directly with the project overview as well as the project goals and objectives.



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



**Grantee Point of Contact and
Administrative Plan Approval Form**

As the Grantee's Chief Executive, I authorize the following individuals to deal directly with the Department of Emergency Services and Public Protection for their related areas on behalf of the (Grantee)_____ for _____ (Project Description) Project #_____. I understand I will be copied on all correspondence. Additionally, my signature on this form approves the submission of this grant administrative plan to DESPP.

Contact Information	Grantee CEO	Project Contact	Financial Contact*
Name			
Title			
Agency			
Address			
Telephone			
Fax			
Email			

(Signature of Grantee CEO)

(Date)

(Print Name, Title)

*** The Financial Contact must be the Grantee's Chief Fiscal Officer and cannot be the individual indicated as the Project Contact or the Grantee CEO.**



State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program



Certification by Grantee Official Authorized to Execute Contracts

I, _____, (Name & Title) am authorized to execute the attached contract on behalf of the _____ (Grantee). I hereby certify that the selection of (the) _____ (Name of 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.

I hereby certify that all state and local bidding and contracting requirements have been complied with in consultation with legal counsel.

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

Notice: Any false statement made by you under oath that you do not believe to be true and which is intended to mislead a public servant in the performance of his or her official function may be punishable by a fine or imprisonment pursuant to Connecticut General Statutes Section 53a-157b.

 Signature – (Grantee CEO)

 Date

 Print CEO Name and Title

Sworn and subscribed before me on this _____ day of _____, 20__

 Commissioner of the
 Superior Court Notary
 Public

State of Connecticut
Department of Emergency Services and Public Protection
Certified Resolution of the Legislative Body
Of A <Connecticut Municipality>

WHEREAS, Pursuant to (State Statutory Reference) the Connecticut Department of Emergency Services and Public Protection is authorized to extend financial assistance for Public Safety projects; and

WHEREAS, it is desirable and in the public interest that the (Applicant) make an application to the State for (\$) in order to undertake (Name and Phase of Project) and to execute an Assistance Agreement.

NOW, therefore, be it resolved by the (legislative body of the applicant)

1. That is cognizant of the conditions and prerequisites for State Assistance imposed by (State Statutory Reference).
2. That the filing of an application by the (Applicant) in an amount not to exceed (\$) is hereby approved and that the (Name and Title of Authorized Official) is hereby authorized and directed to execute and file such application with the Connecticut Department of Emergency Services and Public Protection, to provide such additional information to execute other documents as may be required: to execute and Assistance Agreement with the state of Connecticut for State Financial Assistance if such an agreement is offered, to execute any amendments , revisions, and revisions thereto; and to act as the authorized representative of (Name of Applicant).

I, (Name of Town Clerk), Town Clerk for the Town of (Town Name), duly elected and qualified according to law and having custody of the seal of the Town of (Town Name) hereby certify that the above is a true and correct copy of a resolution duly adopted at a (regular) (Special) meeting of the (Legislative Body) of the Town of (Town Name) on (Month-Day-Year), and, that said resolution has not been amended, rescinded or revoked and remains in full force and effect.

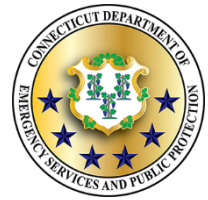
In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town of (Town Name) this (Date) day of (Month), A.D (Year).

(Name), Town Clerk

Affix Town Seal Here



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



Bidding and Contracting Requirements

Bidding and Contracting Guidance

1. Conflict of Interest Notice

Members and relations of the governing body and/or staff of the grantee shall be prohibited from receiving contracts for material or services related to the Construction/Renovation.

2. The Bid Package (Instructions To Bidders)

- a) All construction plans and specifications are to be prepared by a licensed Professional engineer or architect.
- b) All bidders must receive the same information to assure that they are bidding on the same quantities and design documents.
- c) A date and time of public bid opening must be clearly specified on the Invitation to Bid Form.
- d) The Bid Package must comply with and include all Commission on Human Rights and Opportunities (CHRO) Contract Compliance Regulations and forms. For additional information, please see the following website locations:
 - i. Contract Compliance
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315904&chroPNavCtr>
 - ii. Contract Compliance Regulations
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr>
 - iii. Contract Compliance FAQ
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315902&chroPNavCtr>
 - iv. Contract Compliance Forms
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr>
- e) All bidders must complete and return the required forms with their bid package.
- f) The Bid Package should clearly state the terms and conditions for bidding the project including the submission of the required forms. Bids not including these forms should be considered incomplete and rejected.
- g) DESPP must approve any exemption from the bidding process for Emergency Work.

3. Advertising Your Project

- a) The notice must run in the Public Notices section of a newspaper with statewide circulation and a local newspaper. The ad must end with the following statement:

"An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to
apply."

- b) In addition to the local newspaper, trade media may also be used for placing project notices. These media are not intended as substitutes for the newspaper notices.
- 1) F.W. Dodge Reports (1-800-393-6343); or www.dodge.construction.com
 - 2) New England Construction News/CDC News (888-281-5593), or www.cdcnews.com
 - 3) The Blue Book www.thebluebook.com
- c) The notice must run for at least two (2) days.
- d) In cases where the total project cost is below \$100,000, bids may also be solicited by letter, fax or email. However, at least three quotations must be solicited for such a project.
- e) If, following advertisement in the newspaper, a change is made to the specifications, the amended specifications should be readvertised to allow all potential bidders an opportunity to bid.
- f) Additionally, Towns and Municipalities have the option of posting bids on State of Connecticut DAS Procurement Contracting Portal System; If not currently registered, may register at the following site: <https://www.biznet.ct.gov/AccountMaint/Login.aspx> or more information, visit DAS Procurement home page: <http://das.ct.gov/cr1.aspx?page=8>

4. Material and Services

Material and service contracts may be procured with the following resources:

- a) Many State Department of Administrative Services (DAS) service contracts are available to municipalities for use.
- b) In cases where the total estimated material cost is below \$25,000, fax,

email or letter solicitation for prices is acceptable. However, at least three quotations must be solicited for the material, if not using a DAS Procurement State Contract.

5. Minority/Women Contractors

- a) According to Administrative Regulations issued by the Connecticut Commission on Human Rights and Opportunities to implement Connecticut General Statutes (CGS) 4a-60 and 4a-60g, grantees are required to make “good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials” on projects.
- b) Federal Financing (EDA, UD, CDBG, ETC.)

Federal funding carries its own Minority/Women's contracting requirements. You must comply. The granting sources will provide instructions.

- c) Minority Set-Asides

Municipalities may wish to designate a percentage of the work or set aside a certain rate for Minority/Women Owned contractors. Certain funding programs or municipalities have more stringent requirements, consult your Architect or call the Project Manager for assistance.

6. Bid Bonds/Certified Checks

- a. Municipalities

Municipalities must require bid bonds for contracts exceeding \$50,000 or subcontracts exceeding \$50,000 (CGS 49-41).

- b. Private Non-Profit Projects

- 1) Where the general contract exceeds \$100,000, the grantee shall require bid bonds or certified checks from the general contractor.
- 2) Contracts less than \$100,000.
 - The grantee shall negotiate a payment schedule, which, after an initial payment, will ensure that the grantee has fixed assets equal to subsequent payments. The grantee shall secure lien waivers if Subcontractors are employed. Consult your architect.

7. Insurance

- a) Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- b) State of Connecticut shall be listed as an additional insured.
- c) Builder's Risk Insurance should be obtained either through the general contractor or grantee's agent with the State of Connecticut listed as A.T.I.M.A.
- d) The grantee shall ensure the existing Liability Insurance coverage is adequate. If not, secure a rider.
- e) The "Hold Harmless" endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named. This policy shall insure against all risks of physical damage except as modified by the Contract Documents and subject to the normal all risk exclusions.

8. Wage Rates

- a) Municipal grantees shall pay the prevailing wage rates on projects: (a) where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction is \$400,000 or more; and (b) where the total cost of all contractors and subcontractors for remodeling, refurbishing, rehabilitation or repair is \$100,000 or more (C.G.S. 31-53g). The State Department of Labor's Wage and Workplace Standards Division (860-263-6549) will assist Municipalities in determining the prevailing wage rate.
- b) Where federal funds are involved, Davis-Bacon Act rates may apply. Consult funding source.

9. Prequalifying Bidders

- a) Municipal contracts for the construction or renovation of a public building, where the estimated value is \$500,000, or greater, may need to comply with Public Act 04-141. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). Please visit DAS Procurement Contractor Prequalification Program home page <http://das.ct.gov/cr1.aspx?page=10>
- b) It is permissible to use AIA form A305, Contractor's Qualification Statement, as a prerequisite to bidding, PROVIDED prequalification does not prevent minority/women owned firms from bidding. Consult your architect.

10. Construction Managers in Place of General Contractors

Municipalities may employ a construction manager, but, if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with minority regulations.

11. Selecting The General Contractor

- a) Lowest Responsible and Qualified Bidder
- b) Competitive Bidding - Contracts greater than \$100,000 for MGP Projects:

The grantee will give full opportunity for free, open and competitive bidding for each contract to be let by it calling for installation, construction, reconstruction, demolition, removal, site improvement work, or other similar work, as a part of the program, or for use on the program; will give such publicity to its advertisements or calls for bids for each such contract and will provide adequate competition; and the award of such contract, when made, will be made by it as soon as practicable to the lowest responsible and qualified bidder. As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DESPP of the reasons for the rejection and request DESPP concurrence. The Commissioner of DESPP shall at his/her discretion either approve or deny the grantee's rejection. The Grantee agrees to hold DESPP harmless from any and all claims by rejected bidders. (Funding Restrictions for State Bond Fund Contracts for Capital Development of Facilities, attached).

- c) In the event that the grantee does not believe the lowest bidder, as defined in "a" above, to be responsible and qualified, the grantee will notify DESPP requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the Department and request instructions.
- d) Individual Physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.
- e) Performance, Labor and Material Payment Bonds

Municipal Projects where the general contract exceeds \$ 50,000 or a subcontract exceeds \$50,000 must require bonds (CGS 49-41).

MUNICIPALITIES WILL SUBMIT A CERTIFICATION OF COMPLIANCE VERIFYING ALL OF THE ABOVE BIDDING AND AWARD REQUIREMENTS WERE COMPLIED WITH ONCE THE GENERAL CONTRACT HAS BEEN EXECUTED. IN ADDITION, THE MUNICIPALITY WILL ATTACH THE GRANTEE'S AUTHORITY TO EXECUTE THE CONTRACT, i.e. BOARD RESOLUTION, ETC.

12. Land/Building Acquisition

- a) All available excess state property in the area should be considered for use before a search begins for any other property.
- b) If no suitable state property is found, the Municipality must advertise its needs and specifications in a newspaper having a substantial circulation in the area in which the property is being sought. A copy of the notice must be sent to the Connecticut Association of Realtors.
- c) If the property to be acquired is valued at less than \$100,000 one independent appraisal is to be prepared and submitted to DESPP.
- d) For property valued at \$100,000 or more, two independent appraisals shall be prepared and submitted to the DESPP.
- e) The purchase price of the property must not exceed the high appraised value unless approval is obtained from the State Properties Review Board. All attempts should be made to negotiate the lowest possible price.
- f) In all transactions, the acquisition of property should be an "arm's length" transaction.

Municipalities will submit a Certification of Compliance verifying all of the above requirements were complied with. This will be submitted with the required appraisals.

13. Grantee Responsibility

- a) It is the responsibility of the grantee, its architect and its Attorney to ensure that the documents are technically correct and complete and where necessary protect the grantee and the State of Connecticut from any and all claims.

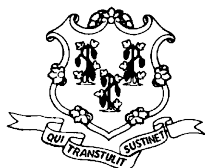
- b) SAFEGUARDS: The grantee will comply with all relevant Local, State and Federal regulations, and comply with all standard contracting practices to safeguard the interests of the grantee and the State including, but not limited to, contractor performance, security, insurance, permits, and inspections and the provisions of the Funding Restrictions to this contract.

- c) The grantee shall erect a suitable sign attributing funding to State of Connecticut, Governor; Department of Emergency Services and Public Protection, Commissioner. (**sample attached**)

PROJECT SIGN

8'-0"

4' -



(INSERT NAME OF THE PROJECT)
PROJECT # _____

(INSERT NAME OF THE SPONSOR/DEVELOPER)
Constructed in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR

**Department of Emergency Services and Public
Protection**

Ronnell A. Higgins, Commissioner

and the (Insert Name of Town/City)
(Insert Name of Chief Elected Official and

(Insert Name of Architect)

(Insert Name of General Contractor)

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

STATE SEAL: WILL BE PROVIDED BY THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

14. Miscellaneous

- a) Change Orders: The Department does not approve or disapprove change orders. The Department reserves the right to review each change order, and advise the Municipality as to its appropriateness. If the change order is within the scope of the work approved by the Bond Commission, and funding is available (DESPP will not request additional funds) the grantee may approve change orders. DESPP reserves the right to determine the state funding eligibility of each change order.
- b) Bidding & Contract Documents: The Department of Emergency Service and Public Protection does not review or approval municipal bidding documents or contracts related to the Municipal Grant Program. It is the responsibility of the Municipality in conjunction with its legal counsel to ensure these documents are in compliance with all relevant local, state, and federal laws and/or program requirements
- c) Vendor Payments: The Department does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to this department as part of the Reimbursement Package.

15. Modification of the Selection Process

DESPP approval is required for any modification or change to the bidding or selection process.

FUNDING RESTRICTIONS FOR STATE BOND FUND CONTRACTORS FOR CAPITAL DEVELOPMENT OF FACILITIES

State financial participation is available in accordance with Connecticut General Statutes, section 32-220 thru 32-242a, chapter 22a-133k, section 4-66c, and section 32- 7, as may from time to time be amended, or additional similar legislation enacted; for grants-in-aid for capital development projects to enhance the delivery of economic development.

The following funding restrictions shall apply:

1. RIGHTS AND REMEDIES

- A. If the Contractor shall default in any of its obligations under this Contract, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been remedied within thirty (30) days after notice thereof shall have been given by the Commissioner of the Department of Emergency Services and Public Protection (DESPP), or such longer period of time as the Commissioner of DESPP may allow, in writing, then, the State acting by the Commissioner of DESPP shall have, to the full extent permitted by law, each and all the following remedies:

- 1. The right of a writ of mandamus or injunction or similar relief

- against the Contractor, or any or all of the members of its governing body, or against the officers, agents or representative of the Contractor, as may be appropriate, because of such default or breach;
2. The right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the Program and of the property and assets of the Contractor, as pertain to the program;
 3. The right to maintain any and all actions at law or suits in equity or other proper proceedings to remedy any defaults or breaches of covenants under this contract.

B. If the State shall not exercise any of the remedies set forth in the preceding section for the remedying of any default or breach of covenant, or any other right or remedy, in no event shall such non-exercise be construed as a waiver of any subsequent default or breach of covenant.

II. COMPETITIVE BIDDING

The contractor will give full opportunity for free, open and competitive bidding for each Contract to be let by it calling for installation, construction, reconstruction, demolition, removal, site improvement work, or other similar work, as a part of the Program, or for use on the Program; will give such publicity to its advertisements or calls for bids for each such Contract as will provide adequate competition; and the award of each such Contract, when made, will be made by it as soon as practicable to the lowest responsible and qualified bidder. As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity to faithful performance of the work. Should the Contractor reject the lowest bidder as not responsible and/or not qualified, the Contractor shall immediately notify DESPP of the reasons for the rejection and request DESPP concurrence. The Commissioner of DESPP shall at his/her discretion either approve or deny the Contractor's rejection. By acceptance of this Contract, the Contractor agrees to hold DESPP harmless from any and all claims by rejected bidders.

III. ASSURANCES AS TO USE

The Contractor agrees to utilize the grants-in-aid provided hereunder pursuant to the statutory authority _____ for the purchase of and/or improvements to land and/or property as approved by the State of Connecticut, Department of Emergency Services and Public Protection, and in accordance with the contractor's Program Design, Part III, Page , of this contract, and in accordance with the Terms and Conditions of Parts I and III of this contract.

If the premises located at _____ which are being purchased and/or improved using these grant funds, cease within ten years from the date of final payment to be used as a _____, an amount equal to the amount of such funds, minus ten percent for each full year, which has elapsed from the date of final payment under this contract shall be repaid to the State.

When required by law, to assure repayment of funds granted resulting from circumstances described in the above paragraph, a **lien** shall be placed on such

property in favor of the State. The wording of the lien shall be approved by the State prior to placement.

IV. MISCELLANEOUS PROVISIONS

- A. The Contractor will adopt and enforce appropriate measures to ensure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Program, knowingly acquire any financial interest in the Program or in any Contract or proposed Contract in connection with the undertaking of the Program.
- B. The Contractor will take all reasonable steps to ensure that the project property and land in the Program area was not acquired by it as a part of the Program at excessive prices, and to prevent any speculation in the holding of any such land or property.
- C. The Contractor will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order to protect all of its rights, titles and interests in and to any Program land.
- D. Where tenants are, or maybe, displaced through the acquisition by purchase or lease of real property under this contract, the Contractor will make provision for their relocation and hold DESPP harmless from any and all claims, which may result from such relocation.
- E. The Contractor warrants that the funding schedule on the attached copy of the State Bond Commission item pertaining to this project is accurate and that all funding is in place and available. Further, the Contractor will inform the Department immediately of any change in the amount nature of the project funding. **(Attachment - State Bond Commission Agenda Item).**
- F. The Contractor will provide project status progress reports on **Contract No.** at sixty-day (60) intervals.



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



**Professional Services Selections Process
For Services Valued Under \$50,000**

Overview

The following professional services selection guideline has been prepared to ensure fairness and equal opportunity to all firms and to secure the highest possible measure of professional service for a fair and reasonable fee.

Development of a Scope of Services

The Grantee (recipient of grant funds designated by bond language) is responsible for the preparation of a scope of services. DESPP reserves the right to review the scope of services prior to finalization. The scope of services should include the following:

- A general description of the intended project, including a description of the intended site, type of project, and proposed improvements.
- A list of unusual conditions and requirements.
- *A general description of the professional services to be provided.*
- *Any special expertise or unusual services that might be required.*
- *A time schedule for the overall project, including the selection process to retain a firm.*

Development of a Request for Proposal

The Grantee shall prepare a formal Request for Proposals (RFP) for the proposed project, which shall prescribe the manner, conditions, and requirements of the response submissions. This shall request respondents to indicate their interest in the project and illustrate their relevant project experience and overall capabilities to perform the required services. The RFP should include the following:

- The scope of services.
- An hourly rate and expense schedule.
- Fee proposal.
- Proposed project schedule.
- Team structure and resumes of team members. A list of selection criteria (e.g. professional credentials, competence, experience on similar projects, ability to perform the required service within the overall time schedule).

- The location and address where the responses are to be submitted.
- The time schedule for receipt of responses, date and time.

DESPP reserves the right to review the RFP prior to finalization.

Advertisement Procedure

- a) The Grantee should solicit responses from interested firms by newspaper legal notice advertisements or direct solicitation via letter, fax or email. Trade publications may also be used to advertise the RFP. A minimum of three responses should be received. Otherwise, justification should be provided. DESPP reserves the right to request and inspect this documentation. Additionally, Towns and Municipalities have the option of posting bids on State of Connecticut DAS Procurement Contracting Portal System; If not currently registered, may register at the following site: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>. For more information, visit DAS Procurement home page: <http://das.ct.gov/cr1.aspx?page=8>

Selection Committee

The developer/client/Grantee shall establish a selection committee, prior to the circulation of the RFP, to evaluate RFP responses, and make a final selection.

Review of Responses and Selection

The committee shall screen all responses received for compliance with the RFP. Responses that do not comply with the intent of the RFP should not be considered in the selection process.

Prior to the receipt of the proposals, the Committee shall establish evaluation criteria and forms for the purpose of evaluating and ranking each respondent's qualifications. Below are the minimum recommended evaluation factors:

- Qualifications and experience of the firm and personnel to be assigned to the project team.
- Ability to perform within time constraints.
- Firm's awareness of project issues, opportunities, and constraints.
- Project team's experience on similar projects.
- Quality and performance of past services.
- Hourly fees and expense schedule.
- Appropriate professional credentials (e.g., required CT licenses)

The committee shall review the responses and rank the firms according to their qualifications and criteria important to the project. The committee can either:

1. "short list" the top firms for interviews, or
2. select the firm deemed to be most qualified.

Copies of the RFP responses shall be provided to DESPP at the agency's request. DESPP reserves the right to participate and/monitor the selection committee deliberations, interview and selection process.

Review of Fee Proposals

The evaluation of each of the fee proposals by the selection committee shall consider the overall ranking of the firm and the fairness and reasonableness of the proposed fee. In determining fair and reasonable compensation to be paid, the committee shall consider the scope of services, the professional competence of the firm, the technical merits of the proposal and the ability of the firm to perform the required services within the time and budgetary limits of the contract. All proposals are to be considered confidential information until such time as the final selection is made and the contract is formally executed. The selection committee should select the most competitive fee proposal for final selection following an interview.

If there is a significant disparity among the fee proposals, the developer/client/Grantee should request each firm to substantiate their proposal during the selection process, as appropriate. If the review reveals that the overall scope of services has been misinterpreted or lacks sufficient clarity, then the committee shall issue appropriate clarification to each firm and request a resubmission of proposals.

Interview Process

If the committee chooses to interview the top firms, the firms should be provided at least one week advance notice of the date and time for their interview. Those firms not selected should be so notified.

Prior to the interviews, the committee shall prepare an evaluation form with predetermined selection criteria to allow interviewers to uniformly and independently evaluate the firms. The evaluation form shall reflect the requirements outlined in the scope of services and the RFP.

The interviewed firms shall be allotted the same amount of time for each interview. The committee members should evaluate and rate each firm during and/or immediately following each interview. After all interviews are completed the members should reassess their initial evaluation of each firm in comparison to the other firms' evaluations. The committee shall then rank the firms in order of overall preference.

Final Selection

The committee shall select the firm that, in accordance with the selection criteria, is most qualified to perform the required services.

Contract Execution

The selected firm shall be notified of its selection. Those firms not selected shall be so notified. The selected firm shall be requested to prepare and submit the applicable American Institute of Architects (AIA) or Engineers Joint Contract Document Committee (EJCDC) contract, or other contract form acceptable to DESPP, along with the required certificates of insurance.

The contract form shall be the current edition of the appropriate AIA or EJCDC document. These documents should be used in their entirety. Any proposed changes to the contract form should be coordinated with DESPP.

Review of Contract

A copy of the fully executed contract and certificates of insurance shall be submitted to the DESPP. DESPP reserves the right to review professional services contracts prior to execution.

Records Maintenance

The Grantee shall maintain all records of the selection proceedings in accord with the applicable records retention policies. Such records shall be made available to the DESPP upon request.

Modification of the Selection Process

DESPP approval is required for any modification or change to the selection process.

The Department of Emergency Services and Public Protection does not review or approve municipal bidding documents or contracts related to the Municipal Grant Program. It is the responsibility of the Grantee in conjunction with its legal counsel to ensure these documents are in compliance with all relevant local, state, and federal laws and/or program requirements



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



**Professional Services Selections Process
For Services Valued Over \$50,000**

Overview

The following professional services selection guideline has been prepared to ensure fairness and equal opportunity to all firms and to secure the highest possible measure of professional service for a fair and reasonable fee.

Development of a Scope of Services

The Municipality is responsible for the preparation of a scope of services. DESPP reserves the right to review the scope of services prior to finalization. The scope of services shall include the following:

- A general description of the intended project, which includes a description of the intended site, type of project and number of units
- A list of unusual conditions and requirements
- Funding program requirements
- A general description of the professional services to be provided
- A general description of the deliverables to be produced by the professional
- Any special expertise or unusual services that might be required
- A time schedule for the overall project, including the selection process to retain a firm

Development of a Request for Qualifications

The Municipality shall prepare a formal Request for Qualifications (RFQ) for the proposed project, which shall prescribe the manner, conditions, and requirements of the response submissions. The RFQ shall request respondents to indicate their interest in the project and illustrate their relevant project experience and overall capabilities to perform the required services. The RFQ should include a minimum of the following:

- The scope of services

- The manner in which the firms qualifications shall be submitted which shall include the firms brochure, and relevant resume(s)
- An hourly rate and expense schedule
- Contact information for not less than three professional references
- A list of selection criteria (e.g. professional competence, experience on similar projects, ability to perform the required service within the overall time schedule)
- The location and address where the responses are to be submitted
- The time schedule for receipt of responses, date and time

DESPP reserves the right to review the Request for Qualifications (RFQ) prior to finalization.

Advertisement Procedure

- a) The Grantee shall invite responses from interested firms by advertisements inserted at least once in one or more newspapers having a general circulation in the state. The advertisement shall be placed in the legal notices section. The RFQ may be placed in the major trade journals and distributed to professional societies and provided directly to firms. The Grantee shall affirmatively seek small, minority, and women owned businesses. Additionally, Towns and Municipalities have the option of posting RFQ on State of Connecticut DAS Procurement Contracting Portal System; If not currently registered, may register at the following site: <http://www.das.state.ct.us/rfpdoc/SCPRegistrationForm.doc> For more information, visit DAS Procurement home page: <http://das.ct.gov/cr1.aspx?page=8>

Selection Committee

The Grantee shall establish a selection committee to screen and evaluate RFQ responses, select the qualification firms and request free proposals, interview qualified firms, and make final selection. The committee should be assembled prior to the release of the RFQ.

Review of Response and Completion

The committee shall screen all responses received for compliance with the RFQ. Responses that do not comply with the intent of the RFQ will not be considered in the selection process.

The Committee shall establish evaluation criteria and forms for the purpose of evaluating and ranking each respondent's qualifications. The evaluation forms shall be finalized prior to the receipt of the proposals. Below are the suggested

evaluations criteria:

- Proposed scope of services
- Qualifications and experience of personnel to be assigned to the project team
- Ability to provide the services within proposed project schedule time constraints
- Firm's awareness of project's issues, opportunities, and constraints
- Project team's composition and experience on similar projects
- Quality and performance of past services
- Hourly fees and expense schedule
- References feedback record

The committee shall review the responses and rank the firms according to their qualifications and criteria important to the project. The committee should develop a "short list" of the top three to five firms, which, in their judgments, are deemed to be most qualified to perform the required professional services.

Copies of the Statements of Qualification (SOQs) shall be provided to DESPP at DESPP's request. DESPP reserves the right to participate and/or monitor the selection committee deliberations, interview and selection process.

If fewer than five responses are received, then all qualified respondents could be considered eligible for further consideration.

Request for Fee Proposal

The grantee shall notify the short listed firms of their selection and request each firm to submit their fee proposal for complete services based on the scope of services, as amended if necessary. The request shall stipulate the date and time for receipt of the fee proposals. The request shall also indicate the terms and conditions of the contract and the required time frame for providing professional services. Those firms not selected to submit fee proposals shall be so notified.

Review of Fee Proposal

The evaluation of each of the fee proposals by the selection committee and grantee, shall consider the overall ranking of the firm and the fairness and reasonableness of the proposed fee. In determining fair and reasonable compensation to be paid, the committee shall consider:

- The scope of services,
- The professional competence of the professional firm,
- The technical merits of the proposal,
- The ability of the firm to perform the required services within the time and

budgetary limits of the contract,

- The fee for which the services are to be rendered.

All proposals are to be considered confidential information until such time as the final selection is made and the contract is formally executed. The selection committee should select the most competitive fee proposals for final selection following an interview.

If there is a significant disparity among the fee proposals the grantee shall request each firm to substantiate their proposal during the interview, as appropriate. If the review reveals that the overall scope of services has been misinterpreted or lacks sufficient clarity, then the committee shall issue appropriate clarification to each firm and request a resubmission of proposals.

Interview Process

The grantee shall arrange an interview of the top firms. The firms should be provided at least one-week advance notice of a date and time for their interview. Those firms not selected shall be so notified.

Prior to the interviews the committee shall prepare an evaluation form with predetermined selection criteria to allow interviewers to uniformly and independently evaluate the firms. The evaluation form may include the following:

- Project team management plan.
- Experience of project team.
- Location and quality of office facilities.
- Project control measures to monitor schedule and budget.
- Availability of staff, based on firm services load.
- Project approach.
- Quality of services of similar projects.
- Awards and past grantee recommendations.
- Financial stability of firm.
- Overall team rating.

The interviewed firms shall be allotted the same amount of time for their interview. The committee members evaluate and rate each firm during and/or immediately following each interview. After all interviews are completed the members should reassess their initial evaluation of each firm in comparison to the other firms' evaluations. The committee shall rank the firms in order of overall preference.

Final selection

The committee shall select the firm, which in accordance with the selection criteria, is most qualified to perform the required design services. The selection committee should provide a formal written recommendation of selection to the grantee.

Contract Execution

The selected firm shall be notified of its selection. Those firms not selected shall be so notified. The selected firm shall be requested to prepare and submit the applicable contract along with the required certificates of insurance.

For architectural and engineering contracts, the contract form should be the current edition of the appropriate American Institute of Architects (AIA) or Engineers Joint Contract Document Committee (EJCDC) document. These documents should be used in their entirety.

Review of Contract

A copy of the fully executed contract and certificates of insurance shall be submitted to the Department of Emergency Services and Public Protection (DESPP). DESPP reserves the right to review professional services contracts prior to finalization.

Record Maintenance

The grantee shall maintain all records of the selection proceedings in a safe and secure manner. Such records shall be made available to the Department of Emergency Services and Public Protection upon request.

Modifications of the Selection Process

DESPP approval is required for any modification or change to the selection process.

The Department of Emergency Services and Public Protection does not review or approve municipal bidding documents or contracts related to the Municipal Grant Program. It is the responsibility of the Municipality in conjunction with its legal counsel to ensure these documents are in compliance with all relevant local, state, and federal laws and/or program requirements