Connecticut Department of Energy
& Environmental Protection (DEEP)
Bureau of Outdoor Recreation
Division of State Parks and Public Outreach

REQUEST FOR PROPOSALS (RFP)
Operation of Non-Motorized, Human-Powered Boat Rental Services
RFP# PARKS010614PR

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1. Project Summary

The Connecticut Department of Energy and Environmental Protection is seeking private vendors to operate on-site rental services of non-motorized, human-powered boats (i.e., canoes, kayaks, stand-up paddleboards, etc.) to the visiting public at three state parks in northwest Connecticut. This project covers rental services only; on-site sales of equipment or merchandise will not be authorized. Prospective concessionaires are invited to submit proposals to operate at any or all of the locations described herein. Contracts subsequently awarded will confer exclusive rights to the concessionaire for the operation of a non-motorized, human-powered boat rental service to the general public at said park(s). *NOTE: A separate contract will be awarded for each park. If proposing for more than one park, proposers are advised to* ***submit a separate proposal for each park****. Combination proposals will be considered, but only after the Selection Committee determines that none of the individual proposals best meets the needs of the visiting public or the State of Connecticut.*

2. Outline of Work

The Concessionaire will be solely responsible for all aspects of the rental operation (i.e., without any additional support from state park personnel). The Concessionaire will provide all equipment and materials necessary for the rental operation, will provide for seasonal on-site storage of rental equipment, and will maintain the rental equipment and the concession location in a clean, orderly and safe condition at all times. The Concessionaire will provide all staff needed to operate the concession and will provide all clients with safety instructions and concession rules before providing rental equipment. The Concessionaire will have an agency-approved Emergency Action Plan that includes procedures for safely retrieving wayward rental equipment and clients in distress. The Concessionaire will be fully insured, and it will include the State of Connecticut as an additional insured on its policy. The concessionaire will be responsible for compliance with all applicable federal, state, and municipal laws, regulations, and ordinances applicable to the operation of a non-motorized, human-powered boat rental service.

3. Contract Period

The term of any contract awarded under this Request for Proposals shall be from the date of contract execution (expected in March or April of 2014) through December 31, 2016. At the Commissioner's discretion, contracts may be extended for up to three (3) additional years without further competition.

4. Preferred Qualifications

- Proposers should possess or have immediate access to all equipment and supplies necessary for a non-motorized, human-powered boat rental service
- Proposers should have at least five years of experience in the operation of a non-motorized, human-powered boat rental service
- Proposers should possess current CPR and First Aid certifications,
- Proposers should possess, or employ persons who possess at least Level 1 American Canoe Association certification(s) (or equivalent) for the vessel type(s) they propose to offer for rental

5. Review Criteria

Please note that DEEP is *not* seeking straight, dollar-value bids on a standard, prescribed service (i.e., a mandatory operating schedule, equipment, and rates established by DEEP). Rather, DEEP is seeking *proposals* for services (i.e., tell us *your* idea) from which the agency will select the proposal that it determines will provide the best service to the visiting public. What you choose to propose is entirely up to you, but please be aware that the following criteria will be considered when ranking proposals:

- The proposed Scope of Work. (More is better.) For example, please be sure your proposal describes:
  - The numbers, sizes, and types of equipment that you propose for rental
  - The prices you propose to charge for equipment rentals
  - The specific location(s) within the park where you propose to operate the concession,
  - The schedule(s) you propose to operate the concession (may vary by season of the year)
  - Any other aspects that might distinguish your proposal from others
- Demonstrated experience in the non-motorized, human-powered boat rental business
- Evidence of clean, well maintained equipment (i.e. recent photographs or receipts, etc.)
- Competitiveness of pricing relative to local standards
- Amount of proposed rent to be paid to the DEEP

6. Instructions for Proposers

A. Minimum Acceptable Proposed Rent

The minimum acceptable proposed rent for any location is $1,000.00 per calendar year.

B. Communications Notice **IMPORTANT**

Communication with the agency or any person representing this agency concerning this RFP is permitted only as prescribed in Subsections C, G, and H of this Section 6. All other communication with the agency or anyone representing the agency regarding this RFP is strictly prohibited. Under no circumstances will telephone calls be accepted. Any violation of this prohibition by Proposers or their representatives may result in immediate disqualification from consideration for a contract award under the RFP.

C. DEEP's Official Agency Contact

All *Sealed Proposals*, *Letters of Intent*, and *Written Questions* regarding this RFP must be submitted to:

Mr. Douglas Jann
DEEP – Bureau of Outdoor Recreation
79 Elm Street, Hartford, CT 06106-5127
Fax: (860) 424-4058
e-mail: douglas.jann@ct.gov

D. Proposer's Representatives

The Proposer may designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary.

E. RFP Timeline

All dates in this Subsection E refer to calendar year 2014. The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Proposers shall be solely responsible for checking the DAS Contracting Portal for possible amendments.

January 6	RFP Released
January 21 by 2:00 p.m.	Deadline for Letters of Intent
January 21 by 2:00 p.m.	Deadline for Written Questions
January 28 by 5:00 p.m.	Answers to Written Questions & Amendments (if applicable)
January 31	Pre-Proposal Site Conferences
February 7 by 2:00 p.m.	Deadline for post Site-Conference Questions
February 14 by 5:00 p.m.	Answers to Site Conference Questions & Amendments (if applicable)
February 24 by 2:00 p.m.	Deadline for Submitting Proposals

F. Letter of Intent **IMPORTANT**

Any Proposer intending to respond to this RFP or attend a Pre-Proposal Site Conference *must* submit a *Letter of Intent* on the form provided (see below) to the Official Agency Contact not later than 2:00 p.m. on January 21, 2014. If the proposer will be sending a representative to the Pre-Proposal Site Conference, the representative must also be identified on the *Letter of Intent*. If intending to submit a proposal for more than one location, the proposer must submit a separate *Letter of Intent* for each location. Proposers will not be permitted to attend a Pre-Proposal Site Conference unless they have indicated such on the *Letter of Intent* where provided. A proposal for any location will not be accepted unless the corresponding *Letter of Intent* was received by the 2:00 p.m. January 21, 2014 deadline. *Letters of Intent* that are not signed and dated will not be accepted. *Letters of Intent* may be submitted in person, or by mail, facsimile, or email (by attaching a scanned *Letter of Intent* document bearing the proposer's signature; a response posed as a plain email message is not acceptable). The *Letter of Intent* is non-binding, in that the Proposer is not subsequently required submit a proposal or attend a Pre-Proposal Site Conference.

G. Pre-Proposal Site Conferences

Attendance at Pre-Proposal Site Conferences is not mandatory, but it is highly recommended. The conference is an opportunity to meet with the park supervisor, inspect the concession location, and pose questions to the park supervisor about the concession. It is also an opportunity to pose questions to the concession contract administrator about the proposal and contract processes. **It is the only opportunity during the RFP process to pose questions verbally.** Whenever possible, questions will be answered verbally at the conferences for the benefit of all proposers in attendance. Proposers who do not attend the

conferences will not have access to those answers. When a question posed at a conference cannot be answered immediately, a written answer will be posted as an addendum to the RFP on the State Contracting Portal by 5:00 p.m. on February 14, 2014.

Proposers must submit a *Letter of Intent* pursuant to Subsection F of this Section 6 to be eligible to attend a pre-proposal site conference. Proposers' conferences will be held at the times and locations listed in the table below. Conferences will begin promptly at the times listed. Proposers arriving late may miss answers to questions given before their arrival. Answers will not be repeated for late arrivals.

Pre-Proposal Site Conferences: 2014 Non-motorized, Human-powered Boat Rental Services

State Park	Street Address	Town	Date	Time
Burr Pond	384 Burr Mountain Road	Torrington	January 31, 2014	8:00 a.m.
Lake Waramaug	30 Lake Waramaug Road	New Preston	January 31, 2014	11:00 a.m.
Squantz Pond	178 Shortwoods Road	New Fairfield	January 31, 2014	3:00 p.m.

H. Inquiry Procedures

Except as prescribed in Subsection G of this Section 6, all communication with the agency regarding this RFP shall be in writing. Proposers may submit a first round of questions about the RFP to the Official Agency Contact on or before 2:00 p.m. January 21, 2014 and a second round of questions on or before 2:00 p.m. on February 7, 2014 (after the Pre-Proposal Site Conferences). All questions must be in writing and submitted by US mail, facsimile, or e-mail. Questions will not be accepted over the telephone or in person. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions.

Questions received by the January 21 deadline will be answered in an amendment to the RFP by January 28, 2014 at 5:00 p.m. Questions arising at the Pre-Proposal Site Conferences will be answered verbally at the conferences, whenever possible. Questions arising at the Pre-Proposal Site Conferences that require additional research and post-conference questions submitted in writing by the February 7 deadline will be answered in an amendment to the RFP by February 14, 2014 at 5:00 p.m.

I. Confidential Information

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

J. Minimum Submission Requirements

Proposers are not required to submit *Written Questions*. At a minimum, all proposers must submit a *Letter of Intent* and a *Sealed Proposal*. Proposals must (1) be submitted before the deadline, (2) follow the prescribed format, (3) satisfy the packaging and labeling requirements, and (4) be complete. Proposals that fail to meet these minimum submission requirements may be disqualified.

K. Multiple Submissions

Multiple proposals by the same Proposer will be considered. Proposals may be for a single location, or for a combination of the locations. If proposing for more than one location, proposers are advised to submit a separate proposal for each location. Proposals for a combination of locations will only be considered after the Selection Committee determines that none of the individual proposals best meets the needs of the visiting public or the State of Connecticut. All locations will be contracted individually.

L. Contract Compliance Requirements (required for any application exceeding $3,000.00)
See CHRO website for specific forms. Use the table below to determine which forms are required.

Contract Amount	Bidder Contract Compliance Monitoring Report Required, and Affidavit for Certification of Subcontractors as Minority Business Enterprises	Affirmative Action Plan
$0 - $4,000	No	No
$4,000.01 - $9,999.00	Yes	No
$10,000 - $250,000	Yes	No
$250,000 or more	Yes	Yes

The State of Connecticut is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. For contracts of $250,000 or more, provide evidence of the Proposer's ability to meet the contract compliance requirements for one or more of the following factors: (1) success in implementing an affirmative action plan; (2) success in developing an apprenticeship program complying with §§ 46a-68-1 to 46a-68-17, inclusive, of the Regulations of Connecticut State Agencies; (3) promise to develop and implement a successful affirmative action plan; (4) submission of EEO-1 data indicating that the composition of the Proposer's workforce is at or near parity in the relevant labor market area; or (5) promise to set aside a portion of the contract for legitimate minority business enterprises.

M. Style Requirements
To the extent possible, proposals should conform to the following specifications: (1) be word processed or typewritten , (2) use font size of not less than 10 and not more than 12 points, (3) have margins of not less than 1" on the top, bottom, and sides of all pages, (4) be not more than 10 pages in length, including any attachments, (5) display the Proposer's name on the header of each page, and (6) display page numbers at the bottom of each page.

N. Packaging and Labeling Requirements
The proposal must be signed by the Proposer. Unsigned proposals will be rejected. Proposals must be submitted in sealed envelopes or packages, and be addressed to the Official Agency Contact. The name and address of the Proposer must appear in the upper left corner of the envelope or package. The lower left corner must be labeled "Sealed Proposal: PARKS010614PR, Deadline February 24, 2014." A signed original (clearly identified as such) and four exact copies of the proposal must be submitted. An electronic document (a PDF, for example) may be substituted for two of the four exact copies. Proposals transmitted by facsimile or email will not be accepted or reviewed.

O. Meetings with Proposers
At its discretion, the Agency may convene meetings with Proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the agency decides meetings are warranted, the Official Agency Contact will telephone Proposers to make an appointment.

7. Prescribed Format for Proposals

Proposals should follow the format below, addressing subjects in the prescribed order, using the prescribed numbering system. Failure to follow the prescribed format may result in disqualification from this RFP process. The outline below represents the minimum requirements; you may include more than is requested.

A. Name of the park for which the proposal is being submitted.

B. Proposer's Information

1. Name of Proposer
2. Business Address

3. Telephone Number
4. E-mail Address
5. Federal Employer ID Number

C. Proposer's Representatives

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

1. Names
2. Telephone Numbers
3. Normal Hours of Availability
4. Relationship to the Proposer

D. Business Information

1. Amount of Proposed Annual Rent to DEEP

2. Qualifications

Proposers should demonstrate that they are at least 18 years of age and are legally eligible to work in the United States for the entire term of the contract. Provide a statement of your organization's qualifications and experience related to the operation of a non-motorized, human-powered boat rental service. Where applicable, provide a history of annual gross receipts for the Proposer's three most recent years of operating a non-motorized, human-powered boat rental service.

3. Legal Status

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

4. References

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

5. Conflict of Interest

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

E. Outline of Work *[NOTE: Consult the Scope of Work for specific items to address in this outline.]*

1. Price Schedule

Describe the price schedule you propose to charge for various time increments and vessel types. Include any deposits or penalties that might be charged. Include any discounts or refunds or that might be afforded. Address any seasonal variation in pricing.

2. Personnel

Describe the personnel needed to operate the concession:

a. What positions (i.e., manager, sales clerk, etc.) will be assigned to work the concession?
b. Describe the minimum experience required for employees of various positions, including training and certifications (i.e., American Canoe Association, American Red Cross, etc.).
c. Describe the level of responsibility vested in the on-site managing personnel and the extent of on-site supervision exercised over staff-level employees.
d. How many personnel will be assigned to meet the various operating commitments described in *Subsection 3: Operating Schedule*, below?
e. Describe the dress code and personal hygiene standards for all personnel. Describe any uniform items (e.g., shirt, hat, name tag, etc.) to be worn and by whom.

3. Operating Schedule

   Describe the schedule you propose to operate the concession. Schedules should address days of the week and hours of the day. Also, schedules may vary seasonally. Discuss proposed schedules for the periods generally corresponding to:

   a. prior to Memorial Day weekend
   b. Memorial Day weekend through Fourth of July weekend
   c. Fourth of July weekend through Labor Day weekend
   d. after Labor Day weekend

4. Rental Equipment

   Describe the equipment you propose to provide, including vessel types, quantities, manufacturers, and sizes. Include descriptions of the personal flotation devises and paddles that you propose for rental.

5. Equipment Storage and Security

   Describe the accommodations you propose for overnight storage of boats and equipment at the concession location during the concession season.

6. Boating Safety

   Describe the screening methodologies used to determine client eligibility to rent from the concession. Describe the safety equipment and safety instructions provided to all clients prior to releasing rental equipment into their custody.

8. RFP Conditions

A. All proposals in response to this RFP are to be the sole property of DEEP. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of DEEP.

C. Timing and sequence of events resulting from this RFP will ultimately be determined by DEEP.

D. The Proposer agrees that the proposal will remain valid for a period of 90 days after the deadline for submission and may be extended beyond that time by mutual agreement.

E. DEEP may amend or cancel this RFP, prior to the due date and time, if DEEP deems it to be necessary, appropriate, or otherwise in the best interests of DEEP. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.

F. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by DEEP or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by DEEP or its designee. At its discretion, DEEP may require the removal and replacement of any of the Proposer's personnel who do not perform adequately on the project, regardless of whether they were previously approved by DEEP.

G. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.

H. A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.

I. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by DEEP at the Proposer's sole cost and expense.

J. In some cases, Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP's Selection Committee.

K. The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the Proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of DEEP participated directly in the Proposer's proposal preparation.

L. All responses to the RFP must conform to instruction. Failure to include required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the proposal.

M. The contract will represent the entire agreement between the Proposer and DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. A Proposer shall not initiate or undertake the Scope of Work described in the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by DEEP and by the State Attorney General's Office. The contract may be amended only by means of a written instrument signed by DEEP, the Proposer, and the State Attorney General's Office.

N. The DEEP reserves the right to award in part, or to reject any and all proposals in whole or in part. The DEEP also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of DEEP will be served. DEEP reserves the right to correct inaccurate awards resulting from its clerical errors.

9. Submission Deadlines

Materials identified below shall be submitted to the Official Agency Contact at the address specified in Subsection C of Section 6 of this Request for Proposals by the dates and times listed below. *Sealed Proposals* may be mailed or hand delivered. *Letters of Intent* and *Written Questions* may be mailed, hand delivered, faxed (860-424-4058), or emailed (*Letters of Intent* must be signed). The agency does not provide delivery confirmation. If you submit materials by mail and want a delivery confirmation, you need to arrange one with your carrier. Materials received after a corresponding deadline will not be accepted.

- *Letters of Intent* are due by 2:00 p.m. on Tuesday, January 21, 2014.
- *Written Questions* (pre-conference) are due by 2:00 p.m. on Tuesday, January 21, 2014.
- *Written Questions* (post-conference) are due by 2:00 p.m. on Friday, February 7, 2014.
- *Sealed Proposals* are due by 2:00 p.m. on Monday, February 24, 2014.

10. Park Descriptions

[NOTE: For additional park information, visit the individual park websites at www.ct.gov/deep.]

A. Burr Pond State Park, Torrington

(1) Activities:

(A) Swimming (lifeguards on duty, seasonal)

(B) Fishing

(C) Picnicking

(D) Hiking

(E) Canoe and Kayak Rental (seasonal)

(2) Facilities

(A) Bathrooms

(B) Showers

(C) Picnic Tables

(D) Boat Launch

(3) Estimated Annual Attendance: 75,000 day-use visitors

(4) Directions: Off Route 8 North: Exit 46 . At end of the ramp, take a left onto Pinewoods Road. At the first stop sign go left onto Winsted Road. Follow Winsted Road for approximately 1 mile and take a right at the blinking yellow light (turn is marked with a park sign). The park is 1 mile on the left.

B. **Lake Waramaug State Park,** New Preston

(1) Activities:

(A) Swimming (lifeguards on duty, seasonal)

(B) Fishing

(C) Car-top Boating

(D) Picnicking

(E) Camping

(F) Canoe and Kayak Rental (seasonal)

(2) Facilities

(A) Bathrooms

(B) Showers

(C) Picnic Tables

(3) Estimated Annual Attendance

(A) Day Use: 90,000 visitors

(B) Camping: 10,000 campers

(4) Directions

(A) From New Milford: follow Route 202 to New Preston. Turn left onto Route 45. Take a left onto North Shore Road and follow the signs around the lake to the park.

(B) From Torrington/Litchfield: follow Route 118 to Litchfield. At the intersection of Routes 118 and 202 in Litchfield bear left onto Route 202. Follow Route 202 to New Preston. Take a right onto Route 45 and then a left onto North Shore Road. Continue around the lake to the park.

C. **Squantz Pond State Park,** New Fairfield

(1) Activities:

(A) Swimming (lifeguards on duty, seasonal)

(B) Fishing

(C) Boating

(D) Hiking

(E) Picnicking

(F) Canoe and Kayak Rentals

(2) Facilities

(A) Boat Launch

(B) Bathrooms

(C) Showers

(D) Picnic Tables

(3) Estimated Annual Attendance: 70,000 day-use visitors

(4) Directions

(A) From the West/New York area: Take I-684 onto I-84 eastbound toward Danbury. Take Exit 5 and go left at the traffic light onto Route 39 north, following the signs to Squantz Pond. The park is located off Route 39 approximately 4½ miles north of the center of New Fairfield.

(B) From East/Bridgeport area: From I-84 westbound, take Exit 6 in Danbury. Take a right at the traffic light onto Route 37. Follow the signs on Route 37 until you arrive in New Fairfield Center. Take a right at the traffic light onto Route 39 traveling north for approximately 4½ miles to the park entrance.

11. Example Contract

[Proposers should note that the Scope of Work for a contract awarded through this RFP is negotiable.]

Exhibit A is a generic example of terms and conditions that are acceptable to DEEP for a non-motorized, human-powered boat rental service contract. Proposals that align completely with the Scope of Work set forth in the example contract shall be deemed inherently sufficient for consideration by the selection committee.

Proposals that depart from the Scope of Work in the example contract (i.e., a reduced operating schedule or a different combination of rental equipment, etc.) will still be eligible for consideration by the selection committee. An expanded Scope of Work will be ranked more favorably by the selection committee. A reduced Scope of Work will be ranked less favorably by the selection committee, but may still be deemed sufficient if no other, more favorable Scopes of Work are proposed.

If no departures are proposed, the awarded contract will contain the Scope of Work exactly as found in the example contract. If departures are proposed and accepted by DEEP, the awarded contract will reflect those departures, and they shall henceforth constitute the new Scope of Work for the concession.

12. Exhibit A

Exhibit A, which is entitled: *Connecticut State Park and Forest Recreation Area Non-Motorized, Human-Powered Boat Rental Concession Contract*, begins on the next page.

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
BUREAU OF OUTDOOR RECREATION AND
[NAME OF CONCESSIONAIRE]

CONNECTICUT STATE PARK AND FOREST RECREATION AREA
NON-MOTORIZED, HUMAN-POWERED BOAT RENTAL CONCESSION CONTRACT

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

WITNESSETH:

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

WHEREAS, the Concessionaire desires to operate a Non-Motorized, Human-Powered Boat Rental Concession Service and render services to the public at:

[BLANK] STATE PARK

NOW, THEREFORE, it is hereby agreed as follows:

1. Non-Motorized, Human-Powered Boat Rental Concession Service The Concessionaire agrees to operate a non-motorized, human-powered boat rental concession service at the above noted facility. The Concessionaire is responsible for all work included in this Contract. Specific details regarding the Scope of Work are included in Attachment A, which is attached hereto and is hereby made a part of this contract as if originally set forth herein.
2. Duration The Commissioner hereby grants to the Concessionaire the exclusive right to operate the above Non-Motorized, Human-Powered Boat Rental Concession Service at the location identified for the period commencing upon contract execution and running through December 31, 2016. At the Commissioner's discretion, this contract may be extended for up to three additional years without further competition.
3. Payment In consideration of said rights and privileges, the Concessionaire agrees to pay a total of X dollars ($X) to the State of Connecticut. Annual payments of X/3 dollars ($X/3) shall be due by May 15 of each year this contract is in effect. Payments shall be made by check, draft, or money order made payable to: "Treasurer, State of Connecticut" and mailed to the Department of Energy and Environmental Protection, Accounts Receivable, 79 Elm Street, Hartford, Connecticut 06106-5127.
4. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At

the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

5. Non-Discrimination.

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

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(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;

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

(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;

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

(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;

(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

(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 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat.

Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or 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.

(h) 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.

6. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold

harmless against Claims includes Claims concerning confidentiality of any part of or all of the 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 of the Contract.

(b) 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 other person or entity acting under the direct control or supervision of the State.

(c) 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.

(d) 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.

(e) 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.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

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

7. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
8. Definitions:
   a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
   b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
   c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
   d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties",

as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

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

f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars ($3,000.00), by the authorized representative of the state Attorney General's office.

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

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

i. 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.

j. 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.

9. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

10. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

11. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
12. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
13. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
14. Audit and Inspection of Plants, Places of Business and Records.

    (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

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

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

    (d) All audits and inspections shall be at the State's expense.

    (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this 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.

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

    (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

16. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
18. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
19. Termination.
    (a) 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.
    (b) 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.
    (c) 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.
    (d) 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.
    (e) 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 accordance with Exhibit

A, 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.

(f) 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.

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

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

20. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

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

22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay

for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

23. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
26. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession

which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

27. Protection of State Confidential Information.
    a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
    b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
        1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
        2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
        3) A process for reviewing policies and security measures at least annually;
        4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
        5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
    c. The Contractor and Contractor Parties shall notify the 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.
    d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
    e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
28. Whistleblowing. 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 (f) 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.

29. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

The parties have hereunto set their hands.

SIGNED AND DELIVERED below:

STATE OF CONNECTICUT
Department of Energy and Environmental Protection

BY: Susan Whalen, Deputy Commissioner
Environmental Conservation Branch

Date

CONCESSIONAIRE

BY: [Full Name] (L.S.)
Concessionaire

Date

Contract# _____

Acct	Fund	SID	DeptId	Prog	Project	Bud Ref	Amount

ATTACHMENT A

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
BUREAU OF OUTDOOR RECREATION
DIVISION OF STATE PARKS AND PUBLIC OUTREACH

SCOPE OF WORK
NON-MOTORIZED, HUMAN-POWERED BOAT RENTAL CONCESSION

1. **Concession Schedule**
    a. The Concessionaire may open the Concession between 8:00 a.m. and sunset from the second Saturday in April through October 31 of any year that this contract is in effect. The Concessionaire shall not open the Concession before the second Saturday in April or after October 31 of any year this contract is in effect.
    b. From the Saturday before Memorial Day through July Fourth, the Concessionaire shall open the concession on Saturdays, Sundays, and holidays not later than 10:00 a.m., except during inclement weather, and the concession shall remain open at least until three hours before, but not later than sunset.
    c. From July Fourth through Labor Day, the Concessionaire shall open the concession daily not later than 10:00 a.m., except during inclement weather, and the concession shall remain open at least until three hours before, but not later than sunset.
    d. Deviations from the above stated schedules are allowable, but must receive advanced approval in writing from the Park and Recreation Supervisor.
    e. When closing due to inclement weather, the Concessionaire shall immediately notify the Park and Recreation Supervisor. The Concessionaire shall keep at the concession location at all times a log of all closures due to inclement weather, and it shall be immediately available to the Park and Recreation Supervisor upon request for inspection.
    f. Within 30 days of closing the concession for the season, but in no case later than December 31 of each calendar year that this contract is in effect, the Concessionaire shall submit an Annual Inclement Weather Closure Report to the Park and Recreation Supervisor.
2. **Concession Location** The Concessionaire will confine the operation of the concession to the area(s) of the park having advanced approval in writing from the Park and Recreation Supervisor. Said approval shall be in the form of a diagram showing the geographic extent of the concession location, vehicular access points to the concession location, and the effective dates for the use of that location. Approved areas are subject to change at the discretion of Park and Recreation Supervisor upon seventy-two (72) hours written notice to the Concessionaire.
3. **Rental Equipment** The Concessionaire shall make at least ten (10) canoes and five (5) kayaks available for rental to the visiting public each day that the concession is open for business. At its sole discretion, the Concessionaire may also make stand-up paddleboards available for rental to the visiting public. The Concessionaire shall not offer any items for sale.

4. **Personal Floatation Devices** The Concessionaire shall provide a United States Coast Guard approved personal flotation device for each person in a rented watercraft.

5. **Emergency Action Plan** Prior to renting any vessels under the authority of this contract, the Concessionaire shall provide the Division of State Parks and Public Outreach with a copy of an "Emergency Action Plan" that addresses the safety of patrons while on the water with watercraft rented by the Concessionaire.

6. **Retrieval Vessel** When the concession is open for business, the concessionaire must have a watercraft available for use in rescues or retrievals. All staff shall be trained in paddling or rowing techniques and mid-lake rescue procedures.

7. **Price List** Prices must be approved by the Commissioner. The Concessionaire shall post a price list of all equipment for rental in full public view while the concession is in operation. By April 1 of each year this contract is in effect, the Concessionaire shall forward to the Commissioner for approval a price list of all equipment for rental. Such list shall be submitted to the Division of State Parks and Public Outreach, 79 Elm Street, Hartford, CT 06106. Any price increases are subject to the prior written approval of the Division of State Parks and Public Outreach.

8. **State Property** The Concessionaire shall install no fixed equipment nor make any physical changes to State property without the prior written approval of the Commissioner. Any improvements or permanent fixtures approved by the Commissioner and provided by the Concessionaire during the term of this contract shall immediately become the property of the State of Connecticut.

9. **General Maintenance** The Concessionaire shall be responsible for maintaining the Concession area in a clean and orderly manner. Representatives of the Commissioner may inspect the Concession area at any time.

10. **Refuse Disposal** The Concessionaire, at its sole expense, shall be responsible for the proper disposal and removal of all recyclables and trash generated by operation of the concession. For additional information, see the DEEP website for *Managing Waste and Recycling at Special Events and Other Venues*: http://www.ct.gov/deep/recycling

11. **Equipment Storage** The Concessionaire shall provide secure temporary storage for paddles, life jackets, and any other equipment left on-site when the concession is closed. All equipment shall be removed from the park at the conclusion of annual operations. All storage containment shall be approved for use by the Park and Recreation Supervisor prior to its use.

12. **Equipment Removal** Upon the natural expiration of this contract, or within thirty (30) days of cancellation or termination of this contract by either party, the Concessionaire shall remove all concession equipment from the premises at its sole expense. Any concession equipment left after the natural expiration of this contract, or thirty-one (31) days after the cancellation or termination of this contract, shall immediately become the property of the State and may be disposed of at the Commissioner's sole discretion.

13. **Compliance** The Concessionaire agrees to comply with the regulations of the Department of Energy and Environmental Protection regarding "The Order, Safety, Sanitation and Protection of Property Under the Control of the Department of Energy and Environmental Protection" and with any other department policy concerning the operation of concessions.

14. **Boating Regulations** The Concessionaire agrees to comply with the Boating Laws and Regulations of the Department of Energy and Environmental Protection.

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

16. **Concession Staffing** The concession shall be staffed only by the Concessionaire or its employees, unless otherwise authorized by the Commissioner in writing. Whenever the concession is open for business, the Concessionaire must assign at least one qualified on-site manager who is sufficiently knowledgeable in all aspects of operating the concession.

17. **Code of Conduct** Due to the public service nature of the Concession, the Concessionaire and all employees of the Concessionaire, shall conduct themselves in a courteous, respectful and professional manner with all members of the public. The Concessionaire shall not permit gratuities to employees of the State of Connecticut.

18. **Appearance** Employees of the Concessionaire shall be clean and neat in appearance and shall wear at least one of the following items of uniform at all times: a cap; T-shirt; jacket or some other uniform related item that identifies the Concessionaire's operation.

19. **Insurance** The Concessionaire shall furnish evidence of insurance in the form of a Certificate of Insurance, covering the whole period of the Concession contract, reflecting the following limits:

    a. Commercial General Liability insurance providing a total limit of $1,000,000 for all damages arising out of bodily injury to or death of all persons in any accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where any insurance policy shows an aggregate limit, the aggregate limit shall not be less than $2,000,000. Coverage is to include products and completed operations.

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

    c. The State of Connecticut shall be listed as Additional Insured on the coverages specified in A & B. Said coverages are to be provided by insurance companies licensed by the State of Connecticut. Any deductibles or self-insured retentions must be declared and approved by the State.

    d. With respect to all operations performed by the Concessionaire, the Concessionaire shall carry Worker's Compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

20. **Revenue** The Commissioner shall not assume responsibility for revenue loss directly or indirectly attributable to actions taken by the Department of Energy and Environmental Protection resulting from weather or crowd conditions or other acts of God. Neither shall the Commissioner assume responsibility for revenue loss directly or indirectly attributable to attendance loss, weather conditions or other uncontrollable phenomena.

21. **Financial Reporting** By December 15, of each calendar year that this contract is in force, the Concessionaire shall submit a certified statement of gross receipts to the Department of Energy and Environmental Protection, Bureau of Outdoor Recreation, Division of State Parks and Public Outreach, 79 Elm Street, Hartford, CT 06106. The certified statement must be attested to by a Notary Public and/or a Commissioner of the Superior Court.

22. **Transferability** This contract or any operation carried out under the terms of this contract may not be wholly or partly assigned, transferred, sublet or conveyed in any manner by the Concessionaire without the prior written approval of the Commissioner.

23. **Cancellation or Termination** If this contract is cancelled by the Commissioner for cause, or if the Concessionaire terminates this contract prior to the end of its full term without the consent of the Division of State Parks and Public Outreach, the Concessionaire shall forfeit the right to bid on future concessions under the control of the Division of State Parks and Public Outreach.

24. **Breach** In the event of a breach of contract by the Concessionaire, the Commissioner may terminate this contract immediately upon written notice to the Concessionaire.

LETTER OF INTENT TO SUBMIT A PROPOSAL FOR RFP#: PARKS010614PR

Connecticut Department of Energy and Environmental Protection

Letter of Intent for _____ State Park
[Name of Park]

Return to: Mr. Douglas Jann
Department of Energy and Environmental Protection
Bureau of Outdoor Recreation
79 Elm Street
Hartford, CT 06106-5127
860-424-4058 (FAX)

Return Deadline: 2:00 P.M., January 21, 2014

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

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

Name:

Mailing Address:

Contact Person:

Telephone:

FAX:

E-mail:

I intend to be present at the Pre-Proposal Site Conference for the location named above: ☐ Yes ☐ No

_____ _____ _____
Signature Title Date