

# 2011

## Sunrise State Park Request for Proposals



Division of State Parks and Public Outreach  
Department of Energy and Environmental  
Protection  
12/15/2011

# REQUEST FOR PROPOSALS (RFP)

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## ***Section I - Sunrise State Park: Introduction***

The Connecticut Department of Energy and Environmental Protection (DEEP) seeks proposals from developers for the redevelopment, long term management and operation of Sunrise State Park, located in East Haddam, Connecticut.

The DEEP seeks a qualified development team with the financial resources and expertise to create a destination location for the Connecticut State Park system. The DEEP will work with the developer to create a high quality redevelopment which ensures public access, recreation, environmental sustainability, and economic opportunity for the town of East Haddam and the state. For Sunrise State Park to truly succeed as a destination location, the property must be thoughtfully planned, redeveloped, managed and operated. The selected developer will bear all responsibility for financing, permitting, design, demolition, construction, reconstruction, management and operation of the Sunrise Resort property in return for a long term ground lease with the DEEP, who will maintain ownership over the property.

In 2010, DEEP's predecessor agency, the Department of Environmental Protection (DEP) issued a Request for Expressions of Interest (RFEI) in an effort to identify the preferred future uses of the property. That effort resulted in several responses which suggested a range of public uses from a water park to specialized camp programs. During the RFEI process, it became evident that more information about the property's existing utilities was needed to inform prospective bidders about the condition of those elements. The DEP engaged the engineering firm of Fuss and O'Neill in the fall of 2010 to conduct a complete utility assessment study of the Sunrise property. The resulting study, contained in this document as Appendix (C), provides an assessment of the domestic well and water distribution systems, the subsurface disposal systems, electrical and telecommunication systems and storm water drainage systems. The study also identified areas of environmental concern and a survey of asbestos, lead based paint and hazardous materials on the property.

## ***Section 2: REDEVELOPMENT OBJECTIVES I***

The DEEP seeks to ensure the redevelopment of Sunrise State Park will make the park a destination for Connecticut residents and visitors alike. Redevelopment concepts appropriate to the park should attend to the following goals:

- Preserve the natural, cultural and historic resources of the property;
- Provide public access for recreation and amenities such as cultural or environmental education programs;
- Provide economic benefit for the region and the state over the long term that is compatible with the park setting;
- Thoughtful architectural design for new buildings which is appropriate to the park setting and DEEP's guidelines listed herein;
- Promote best practices for sustainable development, including but not limited to water and energy conservation, beneficial reuse of materials, alternative energies and green technologies. LEED certification for the completed project is highly desirable.

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No state funds are expected to be available for the support of this project. Therefore, Sunrise State Park must be economically self-sustaining. It is anticipated that commercial uses compatible with the public uses and historic character of the park will be an integral part of the park's redevelopment plan. The DEEP will consider proposals for development and/or new construction such as:

- Recreation facilities;
- Education facilities;
- Cultural or arts facilities;
- Short-term or extended-stay accommodations; including camping, RV, and cabin accommodations
- Hospitality uses, including hotels and conference/banquet facilities;
- Food service and small scale retail which support the redevelopment
- Other public, commercial and mixed-use purposes appropriate to the site and the character of the park.
- Office and administration space which support the redevelopment.

As the purpose of this RFP is to seek out the best re-use plan for Sunrise State Park, the DEEP will evaluate any proposal outside the above mentioned parameters which the respondent believes is compelling enough in its contribution to the economic vitality of the region and provide public benefit to the citizens of Connecticut.

Notwithstanding the above, the DEEP will not permit the following on the park property:

- Permanent, long-term residential uses;
- Industrial or manufacturing uses;
- Electric power generating stations other than those that furnish power only to Sunrise State Park;
- Telecommunication towers;
- Parking, except parking for vehicles used in connection with the maintenance and operation of Sunrise State Park or facilities there and the transportation of visitors to various locations throughout the park;
- Adult entertainment enterprises.

DEEP is committed to working closely with public and private partners, including but not limited to local, state and federal agencies, businesses, and community and civic groups to ensure a new future for the development of Sunrise State Park and to enhance the park's role as a vital and integral part of East Haddam and the surrounding region.

## **Section 3: REDEVELOPMENT OBJECTIVES II**

As indicated, the DEEP has no fixed plan for the reuse and redevelopment of this property. However, there are elements that will be strongly preferred by DEEP; those elements reflect DEEP's policies and objectives, as well as those of the host community. These elements should be taken into consideration by development teams. The programming elements should fall into these categories: 1) preserve the natural, cultural and historic resources of the property; 2) ensure public access to the park; 3) demonstrate an economic benefit to the State of Connecticut and the host community; 4) demonstrate a sensitivity to development which is appropriate to the site; and 5) a use of sustainable, energy efficient building practices. These programming elements are further described as follows:

### **1. Preservation of natural, cultural and historic resources of the property**

The DEEP is seeking proposals which ensure the natural beauty of the park setting is enhanced by any redevelopment. Developers can assume we would not support any excessive use or diversion of the property's natural resources, nor would we support cutting a large number of trees, unless the development clearly identifies replanting to mitigate the effects. While surface parking is necessarily a part of any redevelopment, we encourage the thoughtful design and placement of traffic circulation and parking to minimize large areas of asphalt.

Given the rich cultural history of the Haddam region from Native American occupation leading up to the recent resort era, there are many opportunities to acknowledge the spirit of place which exists at Sunrise. Developers are encouraged to consider the many ways in which people of the region have used the property and link that to development plans.

We expect the restoration and re-use of identified historic buildings to be done with reference to the Secretary of the Interior's Standards for the Treatment of Historic Buildings. <http://www.nps.gov/history/hps/tps/standguide/>. The proposal should include the re-use and restoration of the identified historic buildings in Appendix A to make them an integral part of the new development.

### **2. Ensure public access to the park**

With the underlying ownership of Sunrise State Park remaining in state hands, DEEP expects some form of public access will remain throughout the lease term in the form of recreation, environmental education, etc. The developer may wish to offer trail use, public programming, periodic events or other opportunities to meet this objective. While fees may be charged for these public access activities, the expectation is that public access will remain low cost or free of charge wherever possible.

### **3. Demonstrate an economic benefit to the State of Connecticut and the host community**

The DEEP and the host community, East Haddam, seek to develop Sunrise State Park as a destination location which can be successfully developed and marketed as an attractive location for recreation, education, cultural or other opportunities. There is a desire to ensure

employment opportunities for the region's inhabitants and offer services that are compatible with the region's goals as a tourist destination. DEEP seeks a redeveloper willing to work with the East Haddam community toward the mutual benefit of both.

#### **4. Demonstrate sensitivity to development which is appropriate to the site**

Although no particular architectural style is required for this project, the desire is for buildings of high quality which fit the rural character of the site in terms of height, density and building materials. DEEP does not endorse any proposals which involve diversion or destruction of natural resources or large scale earth moving on the property. Any landscape elements should also fit the character of the site. In particular, DEEP encourages any designs which limit the use of water for irrigation.

#### **5. Incorporation of sustainable and energy efficient building practices**

DEEP requires the incorporation of green building technologies at Sunrise. Developers are encouraged to consult the Leadership in Energy and Environmental Design (LEED) criteria as defined by the U.S. Building Council <http://www.usgbc.org/>. A project with silver or gold LEED level certification is desired, although the projected impact of particular green building elements may be as desirable as actual certification. Proposals should clearly identify any components that could be considered green building elements.

### ***Section 4: Sunrise State Park: A description***

Sunrise State Park, previously known as the Sunrise Resort property, consists of 146 acres located in the west-north-west corner of East Haddam. The park, in the Moodus section of town, shares common boundary lines with the 300 acre Machimoodus State Park to the southeast and Salmon River to the west. The State park benefits from 4,700+ feet of frontage on the Salmon River. The main entrance to the property is from State Route 151 which abuts it to the northeast (See Figures 1 and 2).

#### **History**

The resort reached its historical peak of popularity at a time when Moodus was home to dozens of similar resorts. In combination, these resorts established a tourism culture in Moodus that flourished for over three decades and continues today even though many of the other resorts are gone. Various claims have Moodus being home to 30 to 52 resorts during this time period. Moodus was often referred to as the "Catskills of Connecticut" and camps catered to different ethnicities and religions dedicated to various vacationing groups: Christian, Jewish, and Hungarian. Sunrise Resort made sure to accommodate its guests by providing buses to make the trip into town for church services.

The peak of the summer resort season coincided, as it does today, with the ending and beginning of the school year, although Memorial Day to Labor Day could be considered the main season. During this time, a conservative estimate of guests in town ranged from 35 resorts/camps with 300 people (10,500 individuals) to 45 resorts/camps with 300 people

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(13,500 individuals) in any given week. This proved to be an economic boon to East Haddam and its environs offering hundreds of job opportunities, tremendous demand for food and drink, linens, hotel room supplies, sporting equipment, table ware, and all things that made the camps run successfully. In its final tally, guest facilities in general, and Sunrise Resort in particular, attracted guests equally from Connecticut, New Jersey, New York, with lesser amounts from Rhode Island and other states.

Mr. Robert Johnson renamed the property Sunrise Resort in 1986 and managed it until 2008. The property at the time of Mr. Johnson's sale to the State of Connecticut included 65 buildings. The structures included the main business office, a large dining hall and food preparation buildings; three ten-room, two-story motel units; an eight room motel, a spa including whirlpools and workout equipment, many guest cabins of various eras, seasonal employee cabins, open air permanent steel canopies, recreation buildings, two in-ground swimming pools, an equipment garage, and a variety of other ancillary structures and outbuildings. Some structures date from the very beginnings of the resort 92 years earlier. See Appendix A for a complete list of structures on the property.

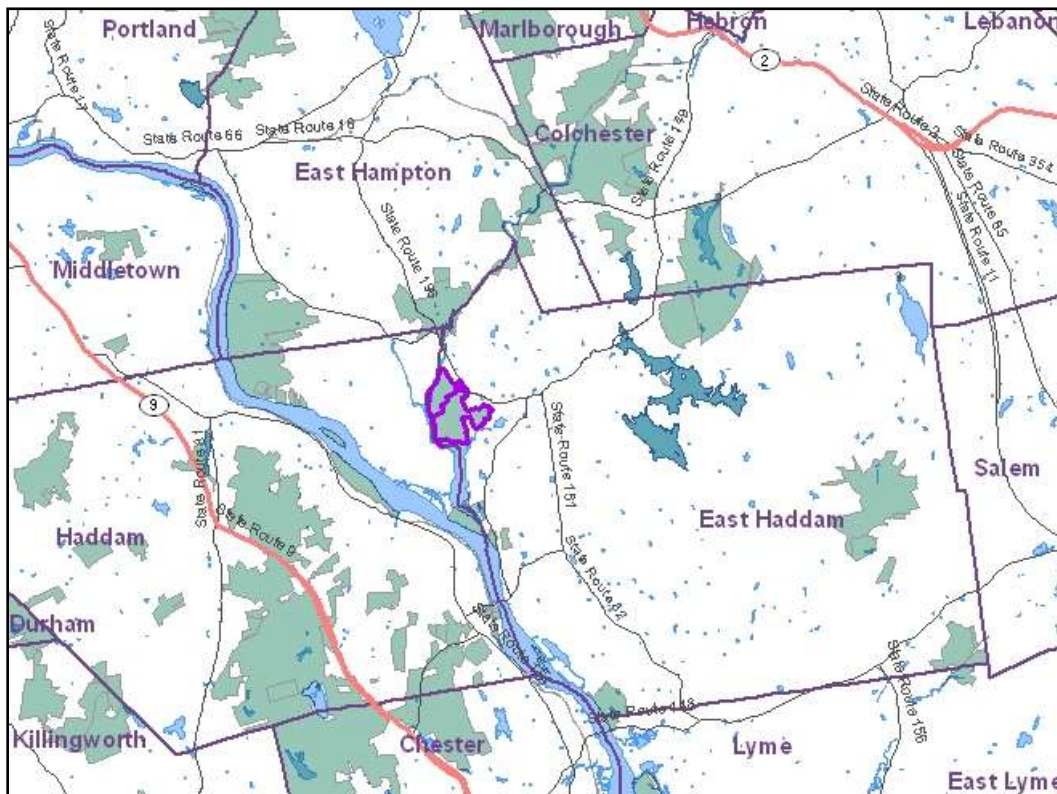


Figure 1 This graphic depicts the boundaries of the Town of East Haddam and includes water bodies, rivers and streams, and road system. The 146 acre Sunrise State Park property is shown to the north of the 300 acre Machimoodus State Park in the west north-west section of town.

## Utilities

The Fuss and O'Neil Utility Assessment and Site Feasibility Study conducted in December, 2010 assessed the existing utilities at Sunrise, providing basic information about the location and condition of sub-surface septic systems, leach fields, water supply wells, and the electrical distribution network. Interested parties are advised to read the study in its entirety, located in Appendix B of this document. In summary, much of the existing utility infrastructure was designed for summer seasonal use and would need further investigation to determine feasibility for re-use. Applicable permits and re-testing should be expected given changes in health and safety standards in the intervening years since these systems were first installed.



Figure 2 This graphic shows the resort and two state park properties (combined 446 acres) along with the Salmon River. In combination, the two parcels protect 12,400+ feet of Salmon River frontage, valued through history for both recreation and beauty.



## **Hazardous materials**

The Fuss and O'Neil study also evaluated the property for likely sources of hazardous materials, including lead based paint, PCB-containing materials, and asbestos. Each of these materials were found to be in limited concentrations in the buildings tested. Further information is available in Appendix B.

## **Landscape**

The 146 acres of the Sunrise State Park property is comprised of rolling fields, hilly forested areas and low areas marked by streams and wetlands. Major land forms shaped by the retreating glaciers of the last ice age have seen little human disturbance. The resort owners worked with the topography and hydrology of the land rather than bending and shaping the land to suit their needs. There is little evidence of major land movement and resculpting but rather an ongoing and consistent use of the land upon the topography as it existed.

The land use can be broken down onto three generalized categories: 1.) early improvements for recreation and food services along the river; 2.) undeveloped views of the river from the hillside; and 3.) later modifications of the flat lands away from the river which are more on the level with the road (Route 151).

It is clear that the resort expanded eastward away from the river as circumstances dictated and growth up-hill was the only logical choice. New recreational improvements that reflected the changing demands of the guests called for continual building, mostly in the form of motel rooms, and athletic fields (tennis and basketball courts, and ball fields). It appears that the greatest earth moving done on site was the excavation work for the two in-ground swimming pools. From today's visual appearance only the grading for the road system, parking areas and the largest building footprints caused any other disturbance to the landscape.

## **Topography**

The elevation ranges from ~160 feet above sea level by the entrance road at Route 151 down to five feet above sea level at the edge of the river. This vertical change in elevation of roughly 155 feet over the horizontal distance of 1,050 feet yields an average slope of 15+ percent.

The 146 acres of the property is divided approximately 45 percent developed versus 55 percent wooded. The areas that are considered developed are built upon, mowed, and used for service areas and dumping. Undeveloped land is almost completely forested. The forested areas are in the southern portion of the parcel, abutting Machimoodus State Park.

In the southern portion of the park, slopes are steeper and this very hilly terrain is a mix of both deciduous and coniferous trees. The highest elevation in the park is 205 feet in elevation dropping to about 5 feet elevation at the river, translating to a loss of 200 vertical feet over the horizontal distance of 800 feet yielding an average slope of 25 percent. This southern area also encompasses a stream that drains two ponds on the Machimoodus parcel and flows just below the abandoned corral before draining into the Salmon River. For the most part this stream is left intact in its steep run to the river.

## Wetlands

There are five areas on the property mapped as wetlands by the Fuss and O'Neil Study. Combined, these five areas total approximately 14.69 acres. A small unnamed stream that drains several ponds on the Machimoodus property and then flows for approximately one half mile on the property generally to the west and northwest to empty into the Salmon River. This stream flows for the most part through the 55 percent of the property that is wooded. Additional information about the size and location of each of the wetlands can be found in the Fuss and O'Neil Study on pages 5 and 6 of Appendix B.

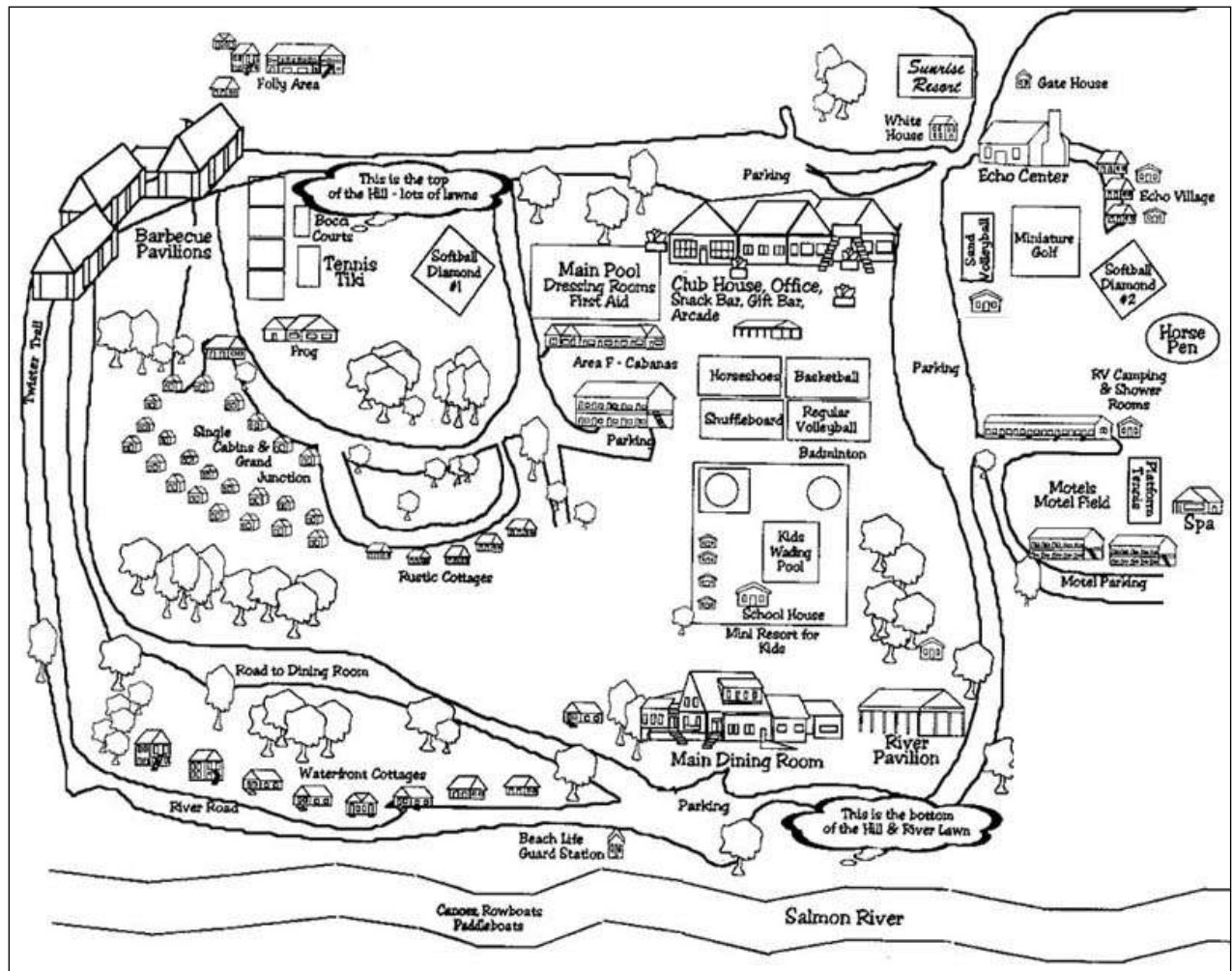


Figure 3. This diagram depicts the various buildings and amenities in the park.

## **Section 5: The host community – East Haddam**

East Haddam Village has one of the most picturesque settings in Connecticut from both a natural and manmade perspective<sup>1</sup>. The Connecticut River provides a dramatic edge to the Village in terms of views as well as potential access to the river. The topography provides spectacular views both of and from the Village. These natural attributes are enhanced by the architecture and fabric of the Village. The Goodspeed Theater and Gelston House are multi-storied structures of distinctive architecture which work with the topography and river to create a memorable experience for the visitor as well as those who routinely pass through reside or do business in the area. Machimoodus State Park located immediately adjacent to Sunrise State Park, has trails that follow old roads and pathways in a scenic area with great views of the Salmon and Moodus Rivers, cliffs, old quarries and swamps<sup>2</sup>. It is a great location for bird watching, fishing, hiking and horseback riding. Opportunities exist to link activities at Sunrise State Park with adjacent Machimoodus State Park.

The rural town offers superb quality of life and its economics are intrinsically tied to its market niche as a historic and scenic place. Its population in July 2008: 8,896.

**Economy**            The town's prime economic base in terms of jobs and success is in tourism, family style resorts, restaurants, inns, specialty shops, theatre and culture<sup>3</sup>. Tourism here refers not just to people staying overnight, but to people making daytrips from their suburban homes or coastal vacation homes, and to East Haddam's own second and seasonal home owners. Its estimated median household income in 2007: \$76,071.

The town's secondary economic base is home occupations and specialized light manufacturing.

**History**            The land was part of an original purchase from the Indians in 1662 for thirty coats - about \$100<sup>4</sup>. It included Machimoodus, "the place of noises," so named from subterranean sounds formerly heard there. Layout of highways began in 1669. The first settlement was along Creek Row in 1685. Ferry service across the Connecticut River began in 1695 and ended with the completion of the swing bridge in 1913.

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<sup>1</sup> Source: [http://www.easthaddam.net/EH\\_Office\\_Site-Exec\\_Sum.pdf](http://www.easthaddam.net/EH_Office_Site-Exec_Sum.pdf)

<sup>2</sup> Source: <http://www.easthaddam.net/recreation/>

<sup>3</sup> Source: <http://easthaddam.org>

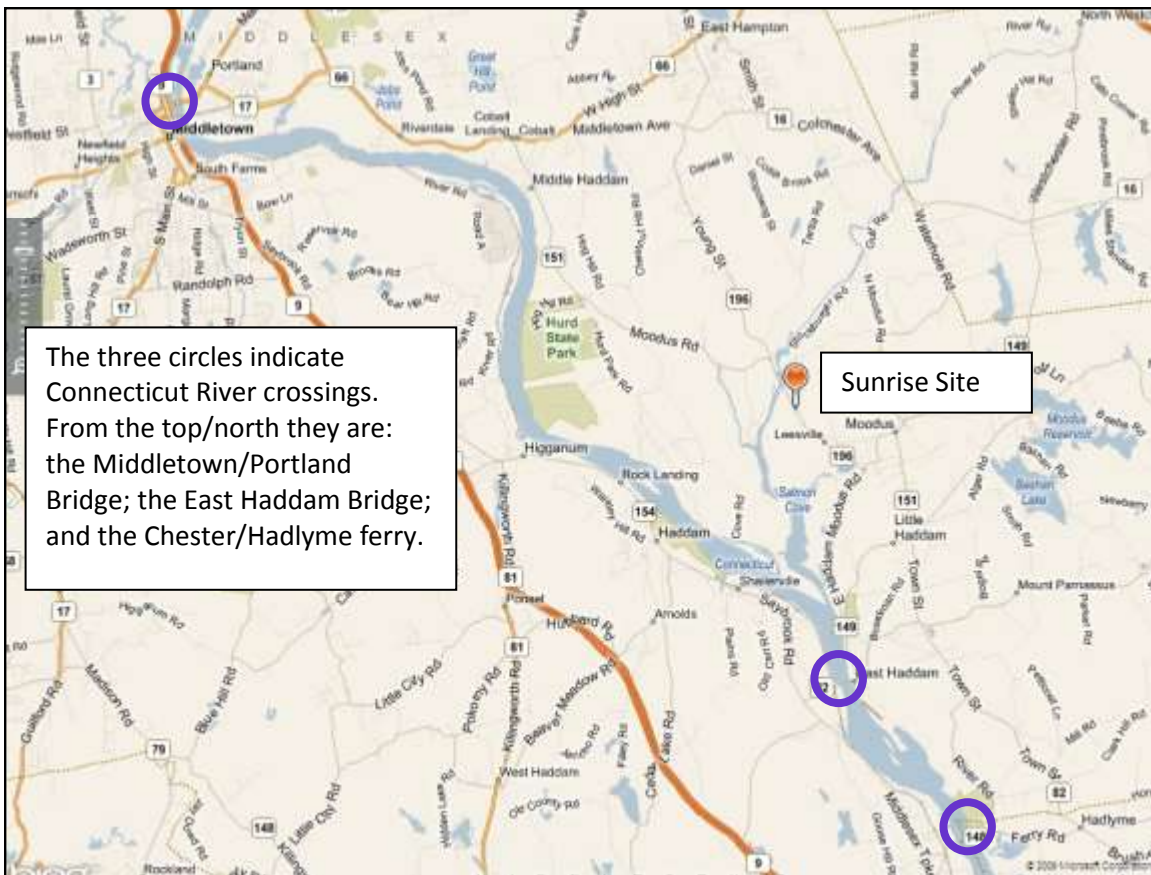
<sup>4</sup> Source: <http://easthaddam.org>

## Section 6: Access and Infrastructure

### Road Network: Interstate, State and Local

The Sunrise State Park property is located east of the Connecticut River in East Haddam, CT. It is served directly by State routes 151 and 196 which run concurrently past the main entrance to the property. These state roads are two lane roads with one lane in each direction. These roads are typical of the eastern Connecticut road network.

The nearest four lane road is CT State Route 9 which is west of the Connecticut River. Route 9 runs northwest/southeast from the greater Hartford area through Middletown to Old Saybrook where it intersects Interstate 95. From west of the Connecticut River Sunrise may be accessed by use of the Middletown/Portland Bridge and traveling southeast 12 miles to the property. Sunrise may also be accessed by exiting Route 9 in Haddam, crossing the East Haddam Bridge and proceeding 4.5 miles north to the property.



### CT River/Salmon River Access

The Salmon River fronts the Sunrise property and flows south 3.25 miles to its confluence with the Connecticut River. Historically, it was the Salmon River and it opportunities for recreation

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that gave the location its renown. In general, because of seasonal water fluctuations, only paddle water craft make the trip upstream from Salmon Cove as far as Sunrise on a regular basis, although at certain times of the year motor boat traffic can access the site from the Connecticut River.

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### Ferry

The Chester / Hadlyme Ferry crosses the Connecticut River south of the Sunrise location. The seasonally operated ferry runs from April 1 through November 30 and can accommodate 8 to 9 cars. The ferry landing is 9.7 miles south of Sunrise.

### Airports

Just below the East Haddam Bridge and adjacent to the eastern shore of the Connecticut River is the privately owned Goodspeed Airport. The paved runway length of 2,120 feet is considered short and, with a hill to the east and the river to the west, its situation is considered uncomfortable for those used to longer runways and more extensive approach rights-of-way. A notable asset of this airport is that 4,500 feet of Connecticut River makes up its seaplane base. The closest commercial airport is Bradley International Airport located in Windsor Locks, approximately 39 miles away.



## **Section 7: Proposal Submission**

### **Instructions for the Preparation and Submission of Proposals**

#### **1. General**

Ten (10) copies (one unbound), along with one electronic version of the proposal must be enclosed in a sealed envelope and submitted to DEEP before 4:00 pm. Friday, March 16, 2012.

Proposals should be submitted to the following address, to be received no later than the submittal date specified in the cover letter of this RFP package:

Department of Energy and Environmental Protection  
State Parks & Public Outreach Division  
79 Elm Street – 6<sup>th</sup> Floor  
Hartford, Connecticut 06106

Attn: Thomas J. Tyler Director of State Parks and Public Outreach

**The Financial Plan of the proposal should be submitted in a separate envelope to the same address.**

The face of the envelopes containing the Proposal and the Financial Plan must show, in the upper left corner, the name and address of the proposer. The face of the envelopes must also show, in the lower right corner, the following:

**Sunrise State Park Redevelopment Proposal  
East Haddam, Connecticut  
Department of Energy and Environmental Protection**

Mailed proposals must be received, not just post marked by the submission deadline. Facsimile (“fax”) proposals will not be accepted. Proposals submitted after the deadline will not be accepted. DEEP assumes no responsibility for a proposal submitted on the basis of an incomplete Request for Proposals package.

Proposers are expected to review all requirements and instructions of this request; failure to do so will be at the proposer's risk. Each proposer should furnish all the information required by this request. DEEP reserves the right to waive formalities in any proposal, and may, if it determines that such action is in the best interests of the State, select a proposal which does not conform in all details with the requirements of this request. Likewise, the DEEP reserves the right to reject any and all proposals.

This RFP does not commit the State of Connecticut to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a proposal.

**Proposals will not be returned but will be retained by DEEP for the official record.**

All inquiries concerning this RFP should be directed to [deep.sunrisestatepark@ct.gov](mailto:deep.sunrisestatepark@ct.gov)

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP must be submitted in writing to the address above and with sufficient time allowed for a reply to be posted on DEEP's website at [www.ct.gov/DEEP/Sunrise](http://www.ct.gov/DEEP/Sunrise) prior to the submission of their Proposal. Verbal explanations or instructions shall not be binding on the Department.

Any information given in writing will be furnished to all prospective proposers as an amendment to the RFP at [www.ct.gov/DEEP/Sunrise](http://www.ct.gov/DEEP/Sunrise) if such information is deemed by DEEP to be necessary to proposers in their preparation and submission of Proposals, or prejudicial to uninformed proposers if they were to lack such information.

## Proposal Contents

### Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project. Provide a description of the type of entity or entities that will develop and operate the Project (e.g. corporation, LLC, joint venture, etc.). Attach a copy of any joint venture agreement, articles of incorporation or trust agreement establishing the organization.

Please disclose if the proposer or any other member of the development entity is a subsidiary of or affiliated with any other corporation or firm.

Using **Form A** found in **Appendix C**, list all owners that may provide equity to the ownership entities and the estimated percentage of ownership of each. Use the same form to assure no conflict of interest, and compliance with laws related to anti-discrimination and state ethics.

Using **Form B** found in **Appendix D**, provide required financial information in a *separate envelope*.

### Development Team Qualifications

Provide resumes for team members, including the developer, architect, construction manager or general contractor, facilities operator, and all other proposed team members expected to receive financial compensation during the development and initial phase of operation. Identify

qualifications, relevant experience and references for each team member, specifically addressing matters related to the Redevelopment Objectives expressed in this RFP.

## **Redevelopment Concept**

The Redevelopment Concept shall provide a detailed description of the complete redevelopment program for the property in keeping with the redevelopment objectives outlined in Section 2 and Section 6. It should include a narrative description of the proposed rehabilitation, management and maintenance of the Sunrise State Park property for the lease term. Address each of the below items in as much detail as possible. Illustrative plans or other graphic materials are encouraged.

### **A. Redevelopment Concept**

1. Public benefit and accessibility  
Describe how the public will continue to have access to Sunrise in whatever form the development/redevelopment may take
2. Sustainable development practices and green technologies.  
Describe sustainability design, policies and practices to be employed at Sunrise
3. Architectural design concepts  
Architectural design concept should be described in as much detail as possible.
  - a. At least one illustration identifying the total square footage of development amount and location of parking areas, length of trails.
  - b. At least one illustration identifying the height and massing of buildings should be provided.
  - c. The square footage of retail, hospitality, office, and administrative space development (if applicable) should be identified.
4. Describe how the redevelopment concept is compatible with the park setting  
Major development, demolition, or major ground disturbances within the lease area should be identified. Recreation, education, entertainment and other amenities or programs should be identified with as much specificity as possible.
5. Proposals for adaptive re-use of designated historic buildings  
A description of the plans for rehabilitation and re-use of identified historic structures should be included.
6. Anticipated customer base /user groups  
The anticipated user groups and traffic patterns should be identified. Note types of transportation used to arrive at the park (eg, bus, RV, car)
7. Employment Projections  
full time/part time/ seasonal employment projections should be included

## **Public Involvement**

Please provide a description of your proposed methods to incorporate input from the community, including the type of public meetings and other opportunities for public input throughout the development process.



## **Contractor Selection**

Please explain your team's typical process for selecting and hiring contractors and subcontractors involved in project construction. Include a discussion of any quality control and assurance measures used by your firms to ensure quality, safety and reliability.

## **Insurance**

Please describe the amount and type of insurance to be retained

## **Lease Term Proposal**

Please describe your proposed lease terms and provisions. It is recognized that given proposals will require a long-term lease, but the term proposed must be supported by financial justification, and this information must be included in the submission. At the expiration of the lease, control, as well as all buildings, structures and improvements on the property will revert back to the State of Connecticut without cost to the State.

## **SECTION 8 - FINANCIAL PLAN**

**In a separate package the Financial Plan should include the following information for implementing the proposal. All information will remain *confidential*.**

The proposal should include a financing plan and financial analysis that includes:

1. A description of the method of financing the project, differentiating by phase and product where possible. Provide a clear and detailed plan for securing the necessary equity and debt to finance the project (including the affordable component), highlighting the nature and likely timing of any major contingencies. Indicate the proposed shares of debt and equity. Please identify and include preliminary commitments or statements of interest from lenders and/or potential equity partners. Please describe funding committee approval process. DEEP reserves the right to request additional documentation of the proposer's financial capacity as a part of the evaluation of proposals.
2. A description of the proposer's key business assumptions.
3. Please provide written confirmation that DEEP's real property fee ownership and ground lease will not be subordinated.
4. A financial analysis that includes
  - a. Details regarding estimated sources and uses of funds and a breakdown of estimated construction costs;

- b. Assumptions about rents, other revenues, and operating expenses by use;
- c. A cash flow analysis that shows estimated phasing of development costs, rents and other operating assumptions, debt service, ground lease payments and residual cash flows.

## **Financial Capability**

The developer should also provide in a separate envelope:

1. Audited financial statements for the past five years, including a balance sheet, income statement, and statement of cash flow.
2. References (name and phone number) for at least two commercial banks and two institutional development partners. Please describe the nature of the references' involvement in prior comparable projects, i.e., financial sources that have provided members of the development team with debt or equity financing of comparable magnitude to that required for the proposed project.
3. Please provide at least one public agency reference for projects completed by members of the development team (e.g., city managers, redevelopment staff, planning directors, economic development directors, etc.)

## **Bankruptcy Disclosure**

If the proposer or any affiliated business entity of the proposer or any of the entity's officers, principals, or investors has been adjudged bankrupt, either voluntarily or involuntarily within the last ten years, please note the date and location of the judgment and the name of the party involved.

## **Tax Compliance**

Using **FORM B** in **APPENDIX D**, confirm tax compliance with the State of Connecticut Department of Revenue Services and the U.S. Department of the Treasury.

## Proposal Checklist

In order to meet the minimum submission requirements of this Request for Proposal, proposals must include the following:

- A. Application Information – resumes, etc.
- B. Development Team Information/Articles of Incorporation, etc.
- C. Reuse Concept and all elements thereof
- D. Conflict of Interest Affirmation (found in Appendix C)
- E. Anti-Discrimination Affirmation (found in Appendix C)
- F. Ethics Summary and Affirmation (found in Appendix C)
- G. SEPARATE DOCUMENT – Financial Information
- H. Statement of Tax Compliance with Financial Information (found in Appendix D)

## SECTION 9 – PROPOSAL EVALUATION & SELECTION PROCEDURE

*Communications Notice.* All communications with the State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.

The proposer's proposal shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

### A. Evaluation Team

The DEEP will convene an Evaluation Team to review the proposals. This Evaluation Team will review all submissions from proposers and make appropriate recommendations for final decisions. All information submitted to the Department will remain confidential throughout the evaluation process.

### B. Criteria for Evaluation

The following criteria will be used in evaluating all proposals:

25%

1. Compatibility with the mission of the Department of Energy and Environmental Protection: public access, resource protection, environmental education
2. Quality of the redevelopment proposal

20%

3. Demonstrated experience in redevelopment/rehabilitation/historic preservation
4. Quality of proposed sustainable building practices

25%

5. Experience developing and managing large scale outdoor education/recreation/entertainment/hospitality venues
6. Economic benefit to the host region and the state

30%

7. Financial ability to design, develop and complete proposed work
8. Ability to maintain a positive cash flow for the lease term

### C. Sunrise State Park Proposal and Selection Process

#### 1. Pre-submission Conferences and Tours

DEEP will post on its website the dates and times of one or more pre-submission conferences and tours to be held at Sunrise State Park, as well as directions to the park. Attendance at pre-submission conferences tours is highly recommended for all prospective RFP respondents. Additionally, all questions and answers received during the course of the RFP period will be posted on the DEEP website at [www.ct.gov/DEEP/Sunrise](http://www.ct.gov/DEEP/Sunrise). Questions should be sent by email to DEEP at [deep.sunrisestatepark@ct.gov](mailto:deep.sunrisestatepark@ct.gov). DEEP will not respond individually to questions, but will post responses on the website. Please check often. *All communications with the*

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*State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.*

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## **2. Review of Proposals**

A review and analysis of all proposals will commence based on the evaluation criteria described in this RFP. During this process, DEEP may terminate further consideration of any proposal at its own discretion; it may also request the proposer submit additional information.

## **3. Interviews/Presentations of Proposals**

DEEP anticipates that it will invite select proposers to discuss their proposals in person prior to making a final decision.

## **4. Proposal Selection**

Upon completion of DEEP's review of all accepted proposals, the Evaluation Team will make a final decision. DEEP reserves the right to request further information from a proposer prior to final selection. DEEP reserves the right to waive any formalities.

## **5. Provisional Designation**

DEEP anticipates that within 60 days of the conclusion of the interview phase, the Department will provisionally designate a Redevelopment Partner for the property. All proposers will be notified in writing of this designation.

## **RESERVATIONS & CONDITIONS**

### **A. General Reservations**

1. The DEEP makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals (RFP), including information that is available upon request. The information provided is subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations prior to sale, lease, or financing.
2. The DEEP reserves the right to suspend, withdraw, or amend the RFP at any time, without notice.
3. The DEEP reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents.
4. The DEEP reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.
5. The DEEP reserves the right to reject, at its sole discretion, any proposal not submitted in conformance with the RFP and any amendments hereto, or to reject any and all proposals in its sole discretion, for any reason. The DEEP further reserves

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the right to waive or decline to waive irregularities in any proposal when it determines that it is in DEEP's best interest to do so.

6. The DEEP reserves the right to negotiate the term of the lease with the Redevelopment Partner prior to entering into a lease. If a lease is not executed with the Redevelopment Partner, DEEP may choose to execute a lease with an alternate Redevelopment Partner from the pool of respondents, to terminate the selection process, or to begin a new selection process.
7. The contents of the proposal submitted must be in force and effect for 180 days from November 15, 2011.

## **B. Conflict of Interest and Collusion**

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and the DEEP, or any officer, employee, or agent of the State of Connecticut that constitutes unfair competition or conflict of interest or that may be adverse to the State of Connecticut.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with the DEEP in a way that would constitute unfair competition.

## **C. Confidentiality**

1. Respondents should assume that all material submitted in response to this RFP will be open to the public, with the exception of the Respondents' personal financial information which DEEP will endeavor to keep confidential in keeping with state law.
2. The DEEP reserves the right to share any and all ideas from any of the proposals submitted with the selected Redevelopment Partner. No Respondent has proprietary rights to any ideas or materials submitted in response to this RFP. All materials submitted become the sole property of the State of Connecticut.

## **D. Respondent's Responsibilities**

Respondents shall be entirely responsible for verifying zoning requirements, design guidelines, permits, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions. Copies and summaries of this information are included in the RFP only as a convenience and the DEEP is not liable for any mistakes, damages, or other consequences arising from the use of this information.

## **E. Other Legal Issues**

1. Conflict of Interest
  - a. DEEP employees are not eligible to participate in the Sunrise RFP.
  - b. Employees of the State of Connecticut may participate in the Sunrise RFP.
2. State Standard Contract Provisions

The lease agreement shall include and be subject to the provisions set forth in Appendix E State Standard Contract Provisions, as amended to reflect any changes in the applicable statutes or regulations

3. Miscellaneous Provisions

The Department's sole objective in seeking an outside entity to lease the property is the preservation, development and maintenance of the property for the purpose of offering outdoor recreation, public access, environmental stewardship and economic support to the East Haddam area. For this reason, in the event that the property's integrity is significantly destroyed by fire or other cause, DEEP shall reserve the right to terminate the lease. Additionally, in the event of certain defaults by a developer, DEEP shall reserve the right to terminate the lease. Events of default may include, but are not limited to, the following: 1) failure to comply with the terms and conditions of the lease agreement; 2) abandonment of the premises; 3) bankruptcy of the developer. The foregoing is not intended to be exhaustive or exclusive.

## **GENERAL CONDITIONS, TERMS, LIMITATIONS**

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

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

DEEP shall be the sole decision maker of whether a response complies with the requirements of this RFP and whether responses have merit. Nothing contained in this RFP shall limit DEEP in its selection of firm(s) to be invited to respond to future development and other solicitations for this project or future projects, nor limit DEEP's discretion in any way in formulating and adopting a development plan for the park. Submission of a response to this RFP by any respondent constitutes respondent's permission and consent to inquiries by DEEP concerning

## REQUEST FOR PROPOSALS (RFP)

the respondent and its ability to participate in the development project, including checking references, credit checks and similar investigations.

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It is the policy DEEP and the State of Connecticut to comply with all federal, state and local laws, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status. Minority and Women-owned Business Enterprises (M/WBEs) are encouraged to respond to this RFP.



## ***Appendix A: Buildings Inventory***

### **BUILDINGS CONSIDERED FOR DEMOLITION**

Single Cabins - 1 window	(Buildings 1-9)	Guest Cabin
Double Cabins - 2 windows	(Buildings 10-23)	Guest Cabin
<u>By Salmon River:</u>		
Riverview	(Building 24)	Guest Cabin
Ambassador	(Building 25)	Guest Cabin
Astor	(Building 26)	Guest Cabin
Red Riding Hood	(Building 27)	Guest Cabin
Copley Plaza	(Building 28)	Guest Cabin
Dixie	(Building 29)	Guest Cabin
Saint & Sinner	(Building 30)	Guest Cabin
Bostonian	(Building 31)	Guest Cabin
Ritz	(Building 32)	Guest Cabin
<u>Staff Cabins:</u>		
Spice Box	(Building 33)	Staff Cabin
Caribe	(Building 34)	Staff Cabin
Mid-Hill	(Building 35)	Staff Cabin
Empire State	(Building 36)	Staff Cabin
Hi Hubbers & Grand Jct.	(Buildings 37-38)	Guest Cabin
Shenandoah	(Building 39)	Guest Cabin
The Den	(Building 40)	Guest Cabin
Tumble Inn	(Building 41)	Guest Cabin
No Name	(Building 42)	Guest Cabin
Stag	(Building 43)	Guest Cabin
Dungeon	(Building 44)	Guest Cabin
Outlook	(Building 45)	Guest Cabin
<u>Echo Village:</u>		
Coffee House	(Building 46)	Guest Cabin
Tea House	(Building 47)	Guest Cabin
Coco Villa	(Building 48)	Guest Cabin
Trade Winds	(Building 49)	Guest Cabin
Mountain View	(Building 50)	Guest Cabin
Fagan's Folly	(Building 51)	Guest Cabin
The Frog Building	(Building 52)	Served breakfast, youth activities
Coolers	(Building 54a&b)	Cold food storage
Bathrooms by River	(Building 55)	Men's and Women's bathrooms

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Garage behind Apartment (Building 56)  
 Quonset Hut (Building 57)  
 Wading Pool (Building 58)  
 Spa (Building 59)  
 New Motels (Buildings 60-62)  
 Old Motel (Building 63)  
 Broken Building (Building 64)  
 Maintenance Storage Bldg. (Building 65)

Single car garage  
 Storage for maintenance area  
 Youth activity area  
 Exercise equipment, hot tubs, games  
 Guest Rooms  
 Guest Rooms  
 Unknown use  
 Storage for maintenance area

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## BUILDINGS FOR POSSIBLE RE-USE

Maintenance Building (Building 66)  
 Bathrooms by Motels (Building 67)  
 Miniature Golf Hut (Building 68)  
 Main Office Building (Building 69)

3-Sided Shelter (Building 70)  
 Picnic Pavilion (Building 71)  
 Picnic Pavilion (Building 72)  
 Picnic Pavilion (Building 73)  
 Pool Building (Building 74)

Large Pavilion (Building 75)  
 Large Pool (Building 76)  
 Small Pool (Building 77)  
 Barbeque Hall (Building 78 a&b)

Apartment Building (Building 79)

Garage for tools and equipment  
 Men's and Women's bathrooms  
 Houses equipment for Mini-Golf  
 Main Office, Snack Shop, Recreation area with dance floor and stage  
 Covered area for ping-pong tables  
 Covered picnic shelter  
 Covered picnic shelter  
 Covered picnic shelter  
 Houses pool mechanicals, lockers, and men's and women's bathrooms  
 Covered Picnic shelter  
 Swimming Pool  
 Swimming Pool  
 Commercial kitchen and seating area for outdoor barbeques  
 Only winterized building on the property; has an apartment and area for snack machines

## HISTORIC STRUCTURES – RESTORE AND RE-USE

The Main Dining Hall (Building 53)  
 Echo Center (Building 81)  
 Toll House (Building 82)

Restaurant with commercial kitchen  
 Community Room  
 Community Room

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Picture 1. Toll House (Building #82) This structure is DEEP's highest priority for preservation and re-use.

***Appendix B.***

**Fuss and O'Neil Utility Assessment and Site Feasibility Study, Sunrise State Park December 2010**

***See attached***

APPENDIX C  
FORM A

**Disclosure Statement Concerning Beneficial Interest**

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-tenth percent) in the proposed project are listed below (Add lines if necessary):

**NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:**

NAME	ADDRESS	PERCENTAGE INTEREST
<hr/>		
<hr/>		
<hr/>		

The undersigned also acknowledge and state that none of the above-listed individuals is an official elected to public office in the State of Connecticut, nor is an employee of the State of Connecticut.

I hereby state, under the penalties of perjury, that the names and addresses of all the firms and personal corporations employing attorneys, real estate brokers, architects, engineers, planners, and surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to this proposal are listed in this proposal.

SIGNED under the penalties of perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Conflict of Interest**

The proposer covenants that he/she will not employ or retain any company or person (other than a full-time bona-fide employee working for the proposer) to solicit or secure any agreement related to this RFP, and that he/she has not/will not pay any company or person (other than such any employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon resulting from the execution of any agreements.

No member, official or employee of the Department of Energy and Environmental Protection shall have any personal interest, direct or indirect, in any agreement entered into or in the lessee, nor shall any such member, official or employee participate in any decision relating to

# REQUEST FOR PROPOSALS (RFP)

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any agreements which affects his / her personal interest or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member official or employee of DEEP shall be personally liable to the lessee or any successor in interest in the event of any default or breach by the State or for any amount which may become due to the lessee or to its successor or on any obligations under the terms of this RFP or any agreements which follow. For the purpose of this statement, employees of DEEP shall be deemed to include so-called dependent consultant employees.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

## Anti-Discrimination

The proponent agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

## State Ethics Laws

Pursuant to Connecticut General Statutes § 1-101qq, bids or proposals for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such proposer have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Connecticut General Statutes § 1-101qq, the proposer shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The proposer shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws.

With regard to a State contract 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

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# REQUEST FOR PROPOSALS (RFP)

\$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice

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## State Ethics Affirmation:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/guides/contractors\\_guide\\_10.pdf](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Firm or Corporation (if applicable) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

***APPENDIX D***  
**FORM B**

**Statement of Tax Compliance**

I hereby certify that I have filed all state and federal tax returns, have paid all state and federal taxes required under law, and have no outstanding obligations to the State of Connecticut, Department of Revenue Services or the U.S. Department of the Treasury

Signed under the pains and penalties of perjury

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
Date



## **APPENDIX E State Standard Contract Provisions**

A lease with the Department will include, but not be limited to the following state standard contract provisions:

With the exception of Paragraph 8 below, the following terms shall mean:

- (a) 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.
- (b) Contract: The Lease.
- (c) Contractor: The selected developer.
- (d) 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.
- (e) 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.
- (f) State: The State of Connecticut, including DEEP and any office, department, board, council, commission, institution or other agency or entity of the State.

### 1. 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.

### 2. 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.

### 3. Sovereign Immunity

The parties acknowledge and agree that nothing in the Request for Proposal ("RFP") 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.

### 4. 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.

### 5. 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.

## 6. Campaign Contribution Restriction

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 Attachment SEEC Form 11.

## 7. Executive Orders

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 the Contract as if they had been fully set forth in it. 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. If Executive Orders 7C and 14 are applicable, they are deemed to be 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 State shall provide a copy of these orders to the Contractor.

## 8. Nondiscrimination.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- v. "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;
- vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- vii. "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;
- viii. "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

- ix. "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, 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, 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

## REQUEST FOR PROPOSALS (RFP)

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.

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- (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.

December 15, 2011

## **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

### **Campaign Contribution and Solicitation Ban**

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being

awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

### Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or

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controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

***-End-***