

**PERSONAL SERVICE AGREEMENT**

CO-802A REV. 2/03

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)  ORIGINAL  AMENDMENT (2) IDENTIFICATION NO. P.S. 13DOH0003PS

CONTRACTOR	(3) CONTRACTOR NAME	ICF Incorporated L.L.C.	(4) ARE YOU PRESENTLY A STATE EMPLOYEE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	9300 Lee Highway, Fairfax, VA 22033	CONTRACTOR FEIN/SSN - SUFFIX	52-0893615
STATE AGENCY	(6) AGENCY NAME AND ADDRESS	Department of Housing, 505 Hudson Street, Hartford, CT 06106		

CONTRACT PERIOD	(8) DATE (FROM)	THROUGH (TO)	(7) INDICATE	<input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input type="checkbox"/> NEITHER
	10/1/2013	9/30/2014		

CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)	(9) REQUIRED NO. OF DAYS WRITTEN NOTICE	30
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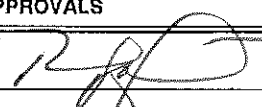
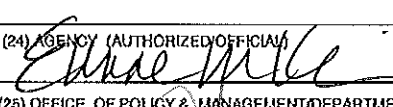
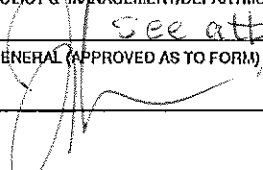
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
	To provide consulting services to assist the Department of Housing (DOH) in serving the needs of owner-occupied housing damaged by Hurricane Sandy that is located in Fairfield, New Haven, New London and Middlesex counties or in the Mashantucket-Pequot Reservation. The professional consulting services include: Implementation of the single family owner occupied intake application process for the DOH. See attachment A for additional information regarding scope, activities, deliverables, and outcomes.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Cost for Application processing \$954,000
	Cost for Intake Centers \$124,679
	Cost for Toll Free Call Center \$128,919
	Total Cost: \$1,207,598

(11) OBLIGATED AMOUNT	\$1,207,598
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(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/ GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
1,207,598	12060	DOH46961	29501	51005	51230	DOH2066100			2014

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE	Senior Vice President Contracts & Administration
(24) AGENCY (AUTHORIZED OFFICIAL)		TITLE	Commissioner
(25) OFFICE OF POLICY & MANAGEMENT / DEPARTMENT OF ADMINISTRATIVE SERVICES	See attached email	TITLE	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		TITLE	ASSOC. ATTY. GENERAL
		DATE	9/27/13
		DATE	9/30/13
		DATE	10/8/13

**Chambers, Wendy**

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**From:** Heriot, Joyce E  
**Sent:** Friday, September 13, 2013 2:12 PM  
**To:** Osmond, Adam  
**Cc:** Klein, Evonne; Delaire, Hermia; Chambers, Wendy; Bocwinski, Cheryl  
**Subject:** Final Disposition for Personal Service Agreement PSA 2014\_14570

Excellent news – OPM approved as expeditiously as hoped!

**From:** robert.dakers@ct.gov [mailto:robert.dakers@ct.gov]  
**Sent:** Friday, September 13, 2013 1:44 PM  
**To:** Heriot, Joyce E  
**Cc:** Dakers, Robert  
**Subject:** Final Disposition for Personal Service Agreement PSA 2014\_14570

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The Office of Policy and Management has Approved the following Personal Service Agreement PSA

Application Intake Contractor (2014\_14570)

**Contractor:** N/A  
**Effective Date:** 10/1/2013 - 9/30/2014  
**Estimated Cost:** \$1,207,598.00  
**Comments/Conditions:** Approved RSD 9-13-13

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*Robert Dakers*  
Executive Financial Officer

## ATTACHMENT A

This Personal Service Agreement (hereinafter "Agreement") entered into this 1st day of October, 2013 (the "date of execution"), is between the STATE OF CONNECTICUT acting through the Commissioner of the Department of Housing pursuant to Connecticut General Statutes sections 32-1c, 32-5, and 4-8 (hereinafter the "State") and ICF Incorporated, L.L.C. (hereinafter "Contractor"). The parties hereto agree that the services specified below shall be provided by the Contractor in strict compliance with the provisions of this Agreement.

### TERM

Performance under this Agreement shall commence on October 1, 2013 but may be terminated at will by either party upon thirty 30 days written notice as more fully set forth in Section 18, Part 1 of this Agreement.

#### Part 1

### CONDITIONS

#### 1. Entire Agreement

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

#### 2. Changes in Services

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

#### 3. Independent Contractor

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

#### 4. Notices

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

STATE: Department of Housing  
505 Hudson Street  
Hartford, CT 06106  
ATTENTION: Hermia Delaire, Program Manager

CONTRACTOR: ICF Incorporated, L.L.C.  
9300 Lee Highway  
Fairfax, VA 22033  
ATTENTION: Robert Toth, Senior Vice President  
Contracts & Administration

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

## 5. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut and the execution of this Agreement and any other project documents as well as the performance of Contractor's obligations hereunder, shall be deemed to have a Connecticut situs. The Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his successors or assigns may commence hereunder.

Accordingly, the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other project documents or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

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

## 6. Labor and Personnel

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

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

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give a fifteen-day (15) notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that employee should not be reassigned. However, at the State's decision and sole discretion, after such five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

## 7. Conflicts, Error, Omissions and Discrepancies

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

## 8. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractor, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors. In no event shall the maximum liability hereunder exceed the amount actually paid to the contractor under this contract or the amount recovered under any applicable insurance coverage.

## 9. Nondisclosure

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

**10. Quality Surveillance**

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

**11. Non-Waiver**

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

**12. Examination of Contractor's Records**

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

**13. Promotion**

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

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

**14. Survival**

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

**15. Confidentiality**

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

- 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.

ii. "Confidential Information Breach" shall mean 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.

(b) Protection of Confidential Information

i. 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.

- ii. Each Contractor or Contractor Party shall 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:
  - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - c. A process for reviewing policies and security measures at least annually;
  - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - e. 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 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.

## 16. Non-Discrimination

(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) "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.
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "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;
- (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

- (viii) "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;
- (ix) "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
- (x) "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.

**17. Sovereign Immunity**

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

**18. Termination**

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

**19. Terms**

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

**20. Assignment**

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

**21. Third Parties**

The State shall not be obligated or liable hereunder to any party other than the Contractor.

**22. Severability**

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

**23. Subpoenas**

In the event the State's records are subpoenaed pursuant to Connecticut General Statutes section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 4 of Part 1 of

this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoenas together with a copy of the same to the person designated for the State in Section 4 of Part 1 of this Agreement.

**24. Governor John G. Rowland's Executive Order No. 16  
Violence in the Workplace Prevention**

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

**25. Governor M. Jodi Rell's Executive Order No. 7C  
Gift and Campaign Contribution**

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

**26. Governor M. Jodi Rell's Executive Order No. 7C  
State Contracting Standards Board**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DOH's consideration and final DOH determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes section 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

**27. Governor Thomas J. Meskill's Executive Order No. 3  
Non-Discrimination**

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. 3 or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Applicant agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

**28. Governor Thomas J. Meskill's Executive Order No. 17  
Employment Opportunities**

This Agreement is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

**29. Disclosure of Consulting Agreements**

Pursuant to Connecticut General Statutes section 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of

the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes as of the date such affidavit is submitted in accordance with the provisions of Section 51 of P.A. No. 05-287.

**30. Insurance Requirements for Personal Service Agreement of \$100,000 or more**

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

- 1) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) **Professional Liability:** The contractor shall maintain professional liability coverage providing for a total limit of \$1,000,000 to cover any act, error or omission to cover any claim arising from the performance of the designated professional services (if available).

(b) **Additional Insurance Provisions**

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

**31. Large State Contracts**

Pursuant to Connecticut General Statutes sections 4-250, 4-251, and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**32. Large State Construction or Procurement Contract**

Pursuant to subsection (a) of Section 37 of P.A. No. 05-287, every contractor to a large State construction or procurement contract shall review the summary of State ethics laws developed by the State Ethics Commission pursuant to Connecticut General Statutes section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Pursuant to subsection (b) of Section 37 of P.A. No. 05-287, Contractor 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. Contractor 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. Contractor shall supply such affirmations to DOH promptly. "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.

**33. Campaign Contribution Restrictions**

For all State contracts as defined in Connecticut General Statute section 9-612(g) 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 C [SBEC Form 11].

**34. INTENTIONALLY OMITTED**

Part 2

SPECIFICATION OF SERVICES

**1. Scope**

This Agreement is entered into by the State of Connecticut, Department of Housing ("State") with ICF Incorporated, L.L.C. ("Contractor") to provide the State with consulting services to assist Department of Housing (DOH) in serving the needs of owner-occupied housing damaged by Hurricane Sandy that is located in Fairfield, New Haven, New London and Middlesex counties or in the Mashantucket-Pequot Reservation. The professional consulting services include: Implementation of the single family owner occupied intake application process for the DOH.

**2. Contractor's Responsibilities**

Please see Attached "Intake Contractor - Scope of Work"

**3. State's Responsibilities**

The State through the Department of Housing shall provide the following:

- a. Establish priorities of work performed by the Contractor.
- b. Oversee the overall activities of the Contractor.
- c. Shall make existing data and material available to assist in the performance of Contractor's responsibilities.

Part 3

INVOICING, PAYMENT AND MISCELLANEOUS FEATURES

1. Contractor will be paid a fee of \$1,207,598 for the contract period October 1, 2013 – September 30, 2014.
2. Payments will be made in twelve (12) monthly payments upon submission of monthly invoicing.
3. Payments shall be made upon submission and approval of all invoices by the Commissioner of DOH or his/her designee.
4. Contract value will not exceed \$1,207,598.

Cost for Application processing \$954,000  
Cost for Intake Centers \$124,679  
Cost for Toll Free call center \$128,919  
\$1,207,598

# Intake Contractor - Scope of Work

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The information provided below outlines the Scope of Work, intake process and the role of the Intake Contractor, ICF Incorporated, L.L.C. (ICF) as seen in proposal # 20131118 and is incorporated by reference.

## I. Application Development

ICF will convert its current application to an online version and a supporting database.

1. The online application will collect sufficient information for the State to determine eligibility of each applicant and evaluate the relative priority of the applicant in accordance with those priorities established by the State.
2. The database will generate an on-line account number or identifier which links to a DRGR identifier/number and/or a FEMA application number to facilitate Duplication of Benefit analysis.
3. The Consultant will have access to all applications and supporting documentation and will work with applicants to assist them to complete the application.
4. The Consultant will provide the State with a copy of the online application and the database for its unrestricted use.
5. The data collected, along with all supporting documentation, shall be the property of State.
6. The forms of the online application access will be:
  - a. Direct via applicant's computer;
  - b. Direct via public intake centers located at various sites in the affected areas;
  - c. By appointment if the applicant is elderly (over 62) or disabled; ICF Staff will schedule appointments with the applicant at a mutually agreeable time and place.
7. ICF will adapt the application intake process for multi-mode administration in an effort to improve response rates. The proposed design for the application intake system will emphasize a Web-based administration of the application, with phone follow-up contact when an application is missing information or has incorrect data.
8. The Web-based application will be used for intake on tablets such as the iPad. These tablets will allow ICF's mobile Intake Counselors to travel to elderly or disabled residents and complete their applications. Utilizing the tablet's built-in camera, the mobile Intake Counselors will be able to photograph and upload any required documents. Web-based applications will also be adapted for presentation on mobile platforms such as smart phones and tablets for the general public to use.

## II. Application Information Conversion

1. The State choose to release a pdf application (the "early release") prior to hiring the Consultant. Therefore, the Consultant will work with the State to convert these early release applications into the online application.
2. The Consultant will cooperate with the State throughout this multi-media campaign to ensure the public is fully informed about the applications and intake process.
3. Applicants will be notified through traditional media campaigns, direct notification to potential applicants utilizing contact information, and social media campaigns. The goal will be to reach as many potential applicants as possible, and to encourage them to apply for the CDBG-DR grant.
4. Once the applicant begins an application, the Consultant will assign a staff member ("Intake Counselor") to assist the applicant.
5. The Intake Counselor will have access to the assigned application and associated supporting documentation within the database and will assist the applicant in completing the application with all supporting documentation.

## Intake Contractor - Scope of Work

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6. ICF will create a dedicated website that offers chat and email features to enhance the application process. Applicants will find answers to frequently asked questions, obtain contact information and directions to the nearest Intake Center, see information and announcements about "roaming" Intake Centers and find information about Mobile Intake Units. The website will also provide the Call Center's toll-free number where the applicant can call for questions and assistance while completing their online application.
7. An applicant will automatically establish an account and be assigned an on-line account number or identifier which links to a Disaster Recovery Grant Reporting System (DRGR) identifier/number and/or a FEMA application number.
8. Once an applicant has determined their application is complete, their application will undergo a QA/QC process to ensure all needed information has been provided and properly uploaded. If all information has been provided, the application will be uploaded to DOH. If information is missing, the Intake Counselor will attempt to reach the applicant three times to provide them with any needed assistance in completing the application and/or schedule an appointment at an Intake Center.

### III. Application Support

1. The Consultant will be responsible for maintaining adequate staff to provide support services to each applicant throughout the application process until the completed application is submitted.
2. While DOH will assist the Consultant in identifying and obtaining intake centers in public facilities (state or local) at little or no cost wherever possible, the Consultant will be responsible for obtaining space for intake centers. ICF will establish and staff six (6) application Intake Centers: Two (2) static intake centers in each of the two targeted counties (Fairfield and New Haven), with preference for locations in Fairfield, Milford, Norwalk, and New Haven; Not less than 1 static intake center in each of the two other eligible counties (Middlesex and New London).
3. If necessary, "roaming" intake centers in communities other than the static intake center locations. "Roaming" intake centers are temporary locations that are setup for short durations, 1 or 2 days, in coordination with public outreach efforts.
4. The timeframe for maintaining the static intake centers is:
  - a. Open Monday through Saturday 9am to 7pm for four (4) months from the DOH established kick-off date. These hours of operation will be monitored as needed and additional hours, location or staff will be added to meet demand.
  - b. Handicap accessible.
  - c. Offer bi-lingual assistance through either onsite translation services or language line.
  - d. Equipped with the following:
    - i. Desks;
    - ii. Minimum of four (4) computers or terminals for application intake with internet connectivity;
    - iii. Minimum of one (1) high capacity copier, printer and scanner;
    - iv. Live Technical and Maintenance Support to users of equipment.
5. ICF will offer full-service Mobile Intake Units by appointment on an as-needed basis to any applicant. Our full service Mobile Intake Units will be equipped with Mobile devices with Internet connectivity and Mobile scanners.
6. ICF will provide a Tier I Informational call center staffed according to demand based on an average of two (2) agents throughout the year. During the first four months we expect to surge and provide on call agents for peak hours. The Call Center will operate from 8am to 10pm 6 days per week. The estimated total hours required to man the Call Center for one year is approximately 4,854 hours for agents and supervisors.

## Chambers, Wendy

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**From:** Delaire, Hermia  
**Sent:** Tuesday, September 10, 2013 3:57 PM  
**To:** Chambers, Wendy  
**Subject:** FW: Input on Contract language

FYI

**From:** Santoro, Michael C  
**Sent:** Tuesday, September 10, 2013 3:39 PM  
**To:** Filotto, Amy  
**Cc:** Delaire, Hermia  
**Subject:** RE: Input on Contract language

Thanks.

MIA: I am going to recommend accepting the language as proposed. Based on the way they are getting paid, and the total value, our exposure is actually very limited. I would suggest, however, that we get 10 minutes with Evonne and Amy to be sure the Commissioner is comfortable.

Michael

**From:** Filotto, Amy  
**Sent:** Tuesday, September 10, 2013 3:21 PM  
**To:** Santoro, Michael C  
**Cc:** Delaire, Hermia  
**Subject:** FW: Input on Contract language

Michael,  
Please see advice from Nancy. I agree with her, especially since this is a substantial amount of federal dollars.

Amy

Amy J.K. Filotto  
Legal Counsel  
State of Connecticut DOH

**From:** Arnold, Nancy  
**Sent:** Tuesday, September 10, 2013 2:59 PM  
**To:** Filotto, Amy  
**Subject:** RE: Input on Contract language

Amy: the red additions are really a business decision for DECD to make. We usually advise against a cap since the damages that could arise under that provision can and usually are far greater than what the contractor has been paid.  
N.



Nancy E. Arnold  
Assistant Attorney General  
Office of the Attorney General  
55 Elm Street  
Hartford, CT 06106

**Phone:** 860.808.5090  
**Fax:** 860.808.5384  
**Email:** [Nancy.Arnold@ct.gov](mailto:Nancy.Arnold@ct.gov)  
**URL:** <http://ct.gov/ag/>

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**From:** Filotto, Amy  
**Sent:** Tuesday, September 10, 2013 2:36 PM  
**To:** Arnold, Nancy  
**Subject:** FW: Input on Contract language

Nancy,  
The selected contractor for a portion of the Hurricane Sandy funding (CDBG-DR (federal dollars)) has requested that the standard state indemnity language be modified to add the sentence in red. Can you let me know whether this change is acceptable to the AG's office? Thanks.

Amy J.K. Filotto  
Legal Counsel  
State of Connecticut DOH

**From:** Santoro, Michael C  
**Sent:** Tuesday, September 10, 2013 8:48 AM  
**To:** Filotto, Amy  
**Cc:** Delaire, Hermia  
**Subject:** RE: Input on Contract language

Apparently, they have had this change done before with other PSA contracts.

**From:** Filotto, Amy  
**Sent:** Tuesday, September 10, 2013 8:43 AM  
**To:** Santoro, Michael C  
**Cc:** Delaire, Hermia  
**Subject:** RE: Input on Contract language

The paragraph is standard language that we are not permitted by the AG to change. The first answer should be no. If it becomes a problem, I'll run it through Nancy. The AG's office has not historically allowed changes to that section of the contracts.

Amy

**Amy J.K. Filotto**

Legal Counsel  
State of Connecticut  
Department of Housing  
505 Hudson Street  
Hartford, CT 06106

Phone: 860.270.8062  
Email: [Amy.Filotto@ct.gov](mailto:Amy.Filotto@ct.gov)



**From:** Santoro, Michael C  
**Sent:** Tuesday, September 10, 2013 8:37 AM  
**To:** Filotto, Amy  
**Cc:** Delaire, Hermia  
**Subject:** FW: Input on Contract language

AMY: Our contractor, ICF, would like to add the sentence in red to our standard PSA indemnity clause. Any issue?

Our contracts department requested CT consider the language in red below be added to the indemnity language of the State's standard contract.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractor, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors. In no event shall the maximum liability hereunder exceed the amount actually paid to the Contractor under this contract or the amount recovered under any applicable insurance coverage.

**Guide to the Code of Ethics  
For Current or Potential  
State Contractors**



**2010**

## Guide for Current or Potential State Contractors

### INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

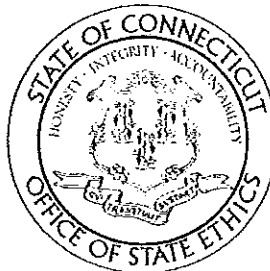
- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics  
18-20 Trinity Street  
Suite 205  
Hartford, CT 06106

860/263-2400  
[www.ct.gov/ethics](http://www.ct.gov/ethics)



*Citizen's Ethics Advisory Board:*

**G. Kenneth Bernhard, Chairperson** (through September 2011)  
**Thomas H. Dooley, Vice Chairperson** (through September 2012)  
**Ernest Abate** (through September 2011)  
**Kathleen F. Bornhorst** (through September 2012)  
**Rebecca M. Doty** (through September 2011)  
**General David Gay, (ret.)** (through September 2013)  
**Dennis Riley** (through September 2013)  
**Winthrop Smith, Jr.** (through September 2013)  
**Shawn T. Wooden** (through September 2013)

## **Guide for Current or Potential State Contractors**

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## **Guide for Current or Potential State Contractors**

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### **THE OFFICE OF STATE ETHICS (OSE)**

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, [www.ct.gov/ethics](http://www.ct.gov/ethics).

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

### **THE BIG PICTURE**

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

**Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.**

## Guide for Current or Potential State Contractors

### GIVING BENEFITS TO STATE PERSONNEL



#### Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a restricted donor. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

#### Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A gift is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

#### Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

## Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

### Gift Provisions

*Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.*

*Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.*

### Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within 10 days, give the gift recipient and the head of that individual's department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE's Web site, in the “Forms” section.



## Guide for Current or Potential State Contractors

### Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.



### Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).



#### Necessary Expenses, Fees and Honorariums

*Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.*

*You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.*

## Guide for Current or Potential State Contractors

### HIRING STATE PERSONNEL

#### Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

#### Lifetime Bans

- Former state employees may never disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may never represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

#### One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of one year after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of one year after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within one year of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

#### Post-state Employment

*Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.*

*Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.*

## Guide for Current or Potential State Contractors

### Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

#### Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



#### Outside Employment

*Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.*

*It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.*

## Guide for Current or Potential State Contractors

### OTHER PROVISIONS

#### Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1)–(3); see also Conn. Gen. Stat. § 1-101nn.

#### Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services ([www.das.state.ct.us](http://www.das.state.ct.us)) and the Office of Policy and Management ([www.opm.state.ct.us](http://www.opm.state.ct.us)).



#### Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn. Gen. Stat. § 1-84 (n).

#### Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).



#### Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

## **Guide for Current or Potential State Contractors**

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### **Sessional Contribution Ban for Client Lobbyists** (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

### **Public Act 05-287**

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

### **Executive Orders**

#### Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

#### Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, [www.ct.gov/governorrell/site/default.asp](http://www.ct.gov/governorrell/site/default.asp).

## Guide for Current or Potential State Contractors

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### FOR MORE INFORMATION

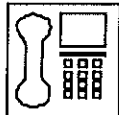
This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics  
18-20 Trinity Street  
Hartford, CT 06106-1660



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T: 860/263-2400  
F: 860/263-2402  
[www.ct.gov/ethics](http://www.ct.gov/ethics)



### Specific Contacts:

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)  
Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)  
Public official filing/reporting questions: [SFLOSE@ct.gov](mailto:SFLOSE@ct.gov)  
Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov)  
All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)



Attachment C

SEEC FORM 11

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

“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.

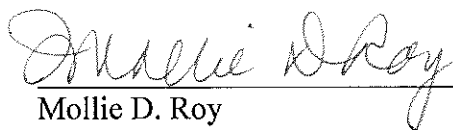
**ICF INCORPORATED, L.L.C.**

**SECRETARY CERTIFICATE**

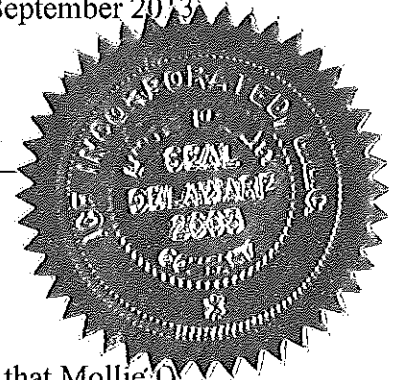
The undersigned, MOLLIE D. ROY, hereby certifies:

1. That she is the duly elected and appointed Secretary of ICF Incorporated, L.L.C., a Delaware limited liability company (the "Company"), and, in that capacity, has access to the corporate records, minute books and tax records of the Company, and is familiar with the matters therein contained and herein certified; and
2. That the Senior Vice President – Contracts and Administration of the Company is authorized to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions that may be directed by the Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, and has authority to sign any and all documents necessary to complete the aforementioned.
3. That ROBERT TOTH has been duly elected and appointed Senior Vice President – Contracts and Administration of the Company by Consent of the Sole Member of the Company and such consent has not been modified, rescinded or revoked, and is at present in full force and effect.
4. That ROBERT TOTH is authorized to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions with The State of Connecticut Department of Housing for implementation of Community Development Block Grant – Disaster Recovery (CDBG-DR) programs.

IN WITNESS WHEREOF I have executed this certificate on this 19<sup>th</sup> day of September 2013 and have affixed the corporate seal of the Company.



Mollie D. Roy  
Corporate Secretary  
ICF Incorporated, L.L.C.



I, Phillip Eck, Assistant Secretary of ICF Incorporated, L.L.C., hereby certify that Mollie D. Roy is the duly elected and qualified Corporate Secretary of ICF Incorporated, L.L.C., and attest that the signature appearing above is her genuine signature.



Phillip Eck  
Assistant Corporate Secretary  
ICF INCORPORATED, L.L.C.



STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION — Affidavit  
By Entity  
For Contracts Valued at \$50,000 or More

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Senior Vice President, HR of ICF Incorporated, LLC, an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of Delaware.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of  
ICF Incorporated, LLC and that ICF Incorporated, LLC  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Candice Mendenhall  
Authorized Signatory

Candice Mendenhall  
Printed Name

Sworn and subscribed to before me on this 25th day of September, 2013.

[Signature]  
Commissioner of the Superior Court/  
Notary Public

4/30/2017  
Commission Expiration Date





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:**    Initial Certification    12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

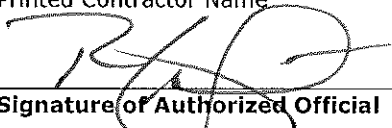
**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

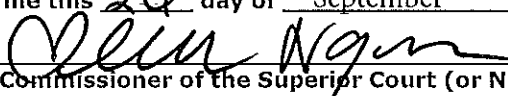
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

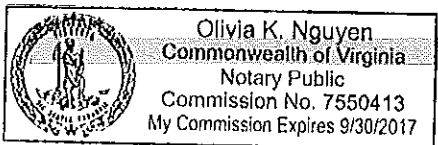
ICF Incorporated, LLC  
Printed Contractor Name

Robert F. Toth  
Printed Name of Authorized Official

  
Signature of Authorized Official

Subscribed and acknowledged before me this 24 day of September, 20 13.

  
Commissioner of the Superior Court (or Notary Public)





STATE OF CONNECTICUT  
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE  
AUTHORIZED TO EXECUTE CONTRACT

*Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10*

**INSTRUCTIONS:**

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

**CERTIFICATION:**

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

ICF Incorporated, L.L.C.

Contractor Name

Department of Housing

Awarding State Agency

*Evonne Klein*  
State Agency Official or Employee Signature

9/30/13  
Date

Evonne Klein

Commissioner

Printed Name

Title

Sworn and subscribed before me on this 30<sup>th</sup> day of September, 2013.

*Wendy Chambers*  
Notary Public

Wendy Chambers  
Notary Public  
My Commission Expires 07/31/2017



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Robert F. Toth
Senior Vice President, Contracts & Administration
Consultant's Name and Title
ICF Incorporated, LLC
Name of Firm (if applicable)
10/1/13
9/30/14
\$1,207,598
Start Date
End Date
Cost

Description of Services Provided: Implementation of Community Development Block Grant - Disaster Recovery (CDBG-DR) programs

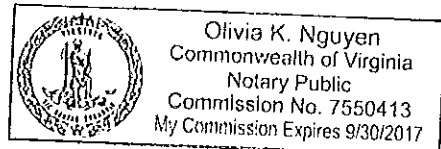
Is the consultant a former State employee or former public official? [ ] YES [X] NO

IF YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.
ICF Incorporated, LLC
Printed Name of Bidder or Contractor
Signature of Principal or Key Personnel
Date
Robert F. Toth
Printed Name (of above)
Department of Housing
Awarding State Agency

Sworn and subscribed before me on this 26 day of September, 2013.

Commissioner of the Superior Court or Notary Public





STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

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.

Signature: Robert F. Toth, Date: 9/26/13, Title: Senior Vice President, Contracts & Administration, Firm: ICF Incorporated, LLC, Address: 9300 Lee Highway, Fairfax, VA, 22015

Department of Housing
Awarding State Agency



# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

### 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**—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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

"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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) 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 (ii) 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 subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**SEEC FORM 10**

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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**ACKNOWLEDGEMENT OF RECEIPT**

  
SIGNATURE

09/25/13  
DATE (mm/dd/yyyy)

**NAME OF SIGNER**

First Name	MI	Last Name	Suffix
Robert	F.	Toth	

**TITLE**

Senior Vice President, Contracts & Administration

**COMPANY NAME**

ICF Incorporated, LLC

Additional information 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 "Lobbyist/Contractor Limitations"

## Attachment D

### RIDER TO PERSONAL SERVICE AGREEMENT

This rider is attached to and made a part of the Personal Service Agreement by and between the **State of Connecticut, Department of Housing** ("DOH") and **ICF Incorporated L.L.C.** (hereinafter the "Contractor"), Identification No. P.S. 13DOH0003PS (the "**Agreement**"), in the total amount of One Million Two Hundred Seven Thousand Five Hundred Ninety-Eight Dollars (\$1,207,598.00) for the Application Intake Contractor for the Owner Occupied Rehabilitation and Rebuilding Program.

The parties hereto agree that the provisions of this **Attachment D** are hereby made a part of the Agreement:

#### Part 4 ADDITIONAL PROVISIONS

##### **1. Federal Labor Provisions**

- a. No contract award under this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.
- b. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended ("Section 3"), the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to authorization of funding for this Project. The Contractor shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the following Section 3 clause set forth in HUD regulation 24 CFR 135.38:

*"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

*The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*

*The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the*

*labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

*The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.*

*The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.*

*Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."*

*With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

## **2. Executive Orders and Nondiscrimination Provisions**

- a. This Agreement is subject to the provisions of Executive Order No. 14 of Connecticut 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 Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Contractor's request, DOH shall provide a copy of this order to the Contractor.


- b. The Contractor will comply with all provisions of Federal Executive Order 11246 of September 24, 1965 concerning nondiscrimination in employment by government contractors, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

### 3. Miscellaneous Provisions

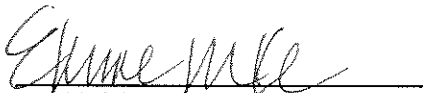
- a. No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- b. The Contractor will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Project, acquire or maintain any interest in any contract or proposed contract with the undertaking of the Project. The Commissioner may waive the requirements of this section upon the written request of the Contractor.
- c. Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever that is not party to this Agreement.
- d. The Contractor certifies that it shall comply with the Fair Housing Act, 42 U.S.C. § 3601, et seq.
- e. By execution of this Agreement, the Contractor hereby certifies to the best of its knowledge and belief:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ICF Incorporated, L.L.C.**

By:  9/30/13  
Robert F. Toth date  
Its Sr. Vice President, Duly Authorized  
Contracts & Administration

**STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING**

By:  10/2/13  
Evonne M. Klein date  
Its Commissioner, Duly Authorized

**PERSONAL SERVICE AGREEMENT**

CO-802A REV. 2/08

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER

- PREPARE IN QUADRUPLICATE
- THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)  ORIGINAL  AMENDMENT 1 (2) IDENTIFICATION NO. P.S. 13DOH0003PS

<b>CONTRACTOR</b>	(3) CONTRACTOR NAME <b>ICF Incorporated L.L.C.</b>		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS <b>9300 Lee Highway, Fairfax, VA 22033</b>		CONTRACTOR FEIN/SSN - SUFFIX <b>52-0893615</b>
<b>STATE AGENCY</b>	(5) AGENCY NAME AND ADDRESS <b>Department of Housing, 505 Hudson Street, Hartford, CT 06106</b>		
<b>CONTRACT PERIOD</b>	(6) DATE (FROM) <b>10/1/2013</b>	THROUGH (TO) <b>9/30/2014</b>	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
<b>CANCELLATION CLAUSE</b>	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT)		(8) REQUIRED NO. OF DAYS WRITTEN NOTICE <b>30</b>

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

To provide consulting services to assist the Department of Housing (DOH) in serving the needs of owner-occupied housing damaged by Hurricane Sandy that is located in Fairfield, New Haven, New London and Middlesex counties or in the Mashantucket-Pequot Reservation. The professional consulting services include: Implementation of the single family owner occupied intake application process for the DOH. See attachment A and Attachment B for additional information regarding scope, activities, deliverables, and outcomes.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost for Application processing \$954,000  
 Cost for Intake Centers \$124,679  
 Cost for Toll Free Call Center \$128,919  
 Total Cost: \$1,207,598

This is a "no cost change" amendment. Please see attached monthly fee schedule.

(11) OBLIGATED AMOUNT					<b>\$1,207,598</b>					
(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE	
1,207,598	12060	DOH46961	29501	51005	51230	DOH2066100			2014	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

<b>ACCEPTANCES AND APPROVALS</b>		<b>(22) STATUTORY AUTHORITY</b>	
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <b>ICF Incorporated, LLC, Timothy M. Lowry</b>	<i>Timothy M. Lowry</i>	TITLE <b>Director, Contracts</b>	DATE <b>12/11/13</b>
(24) AGENCY (AUTHORIZED OFFICIAL) <i>Charles M. Hill</i>		TITLE <b>Commissioner</b>	DATE <b>1/10/14</b>
(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES <i>See attached e-mail</i>		TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) <i>Joseph Rubin</i>			DATE <b>2/7/14</b>

DISTRIBUTION: ORIGINAL CONTRACTOR    PHOTOCOPY-OPM/DAS    PHOTOCOPY-ATTORNEY GENERAL    PHOTOCOPY-AGENCY



**Chambers, Wendy**

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**From:** Osmond, Adam  
**Sent:** Thursday, December 05, 2013 8:21 AM  
**To:** Chambers, Wendy; Delaire, Hermia  
**Subject:** FW: Final Disposition for Amendment PSA 2014\_14899

Good Morning,

Your PSA below has been approved by OPM. You can now move to the next step.

Thank you

Adam

**From:** robert.dakers@ct.gov [mailto:robert.dakers@ct.gov]  
**Sent:** Wednesday, December 04, 2013 5:05 PM  
**To:** Heriot, Joyce E  
**Cc:** Dakers, Robert  
**Subject:** Final Disposition for Amendment PSA 2014\_14899

\*\*\*\*\*

The Office of Policy and Management has Approved the following Amendment PSA

Superstorm Sandy Application Intake Contractor (2014\_14899)

**Contractor:** ICF Incorporated, LLC  
**Effective Date:** 10/1/2013 - 9/30/2014  
**Estimated Cost:** \$0.00  
**Comments/Conditions:** Approved RSD 12-4-13

\*\*\*\*\*

*Robert Dakers*  
Executive Financial Officer

**ATTACHMENT B**  
**No Cost Change Directive**

This agreement shall be an amendment to Personal Service Agreement #13DOH0003PS between the Department of Housing, (State Agency) and ICF Incorporated, LLC, (Contractor). It will be included as page # 3 of the Intake Contractor Scope of Work and revised fee schedule. There will be no adjustment in the final contact price regardless of the number of applications received for the Owner Occupied and Scattered Sites Rehabilitation Programs.

**Scope Modifications:**

- Scattered Site Applications:
  - Converting the hard copy applications into the on-line application.
  - Developing an on-line application for the rental application – includes an on-line form so that the two types of applications can be compared, status monitored and updated, determinations, Quality Control, and follow-up.
  - Assisting applicants at the intake centers and call centers to complete their rental application.
- Owner Occupied Applications
  - Make minor changes as required by the state to the on-line application.
- Data Management:
  - Providing reports and managing data throughout the period of performance.
  - Tracking the application through the full life of the review process.
  - Making changes to the database to better track application.
- Follow-up (post state review):
  - Develop and maintain the database of applications – both rental and owner occupied.
  - Follow up calls and tracking of identified application deficiency.

**Attachments:**

- Revised Monthly Fee Schedule

## Revised Monthly Fee Schedule

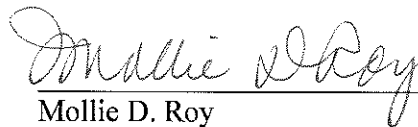
	Intake Center Cost		Call Center		Application Processing		Total Monthly Invoice		Estimated App Intake/Comp		Notes	
	Budget								Owner-OCC	Rental		
Budget	\$124,679		\$128,919		\$954,000							
October		\$83,119.33		\$10,743.25				\$93,862.58	0	0	Open four sites	Average intake is 25.38 per day from all sources including initial paper applications
November		\$20,743.83		\$10,743.25				\$319,444.08	653/350	100/50	Open Grotton/scope change/deliver initial batches of applications	
December		\$2,077.98		\$10,743.25				\$300,722.23	407/350	100/50	Mobile Teams start/Rental application complete/apps/follow-up	
January		\$2,077.98		\$10,743.25				\$54,843.23	100/200	50/50	Includes site expenses/call center/app processing/follow-up	
February		\$2,077.98		\$10,743.25				\$54,843.23	100/200	0/50	Includes site expenses/call center/app processing/follow-up	
March		\$2,077.98		\$10,743.25				\$54,843.23	50/40	0	Includes site expenses/call center/app processing/follow-up	
April		\$2,077.98		\$10,743.25				\$54,843.23	50/30	0	Includes site expenses/call center/app processing/follow-up	
May		\$2,077.98		\$10,743.25				\$54,843.23	50/20	0	Includes site expenses/call center/app processing/follow-up	
June		\$2,077.98		\$10,743.25				\$54,843.23	50/15	0	Includes site expenses/call center/app processing/follow-up	
July		\$2,077.98		\$10,743.25				\$54,843.23	20/15	0	Includes site expenses/call center/app processing/follow-up	
August		\$2,077.98		\$10,743.25				\$54,843.23	10/15	0	Includes site expenses/call center/app processing/follow-up	
September		\$2,077.98		\$10,743.25				\$54,843.23	10/15	0	Includes site expenses/call center/app processing/follow-up	
<b>Total</b>		<b>\$124,678.96</b>		<b>\$128,919.00</b>				<b>\$1,207,598</b>	<b>1,500/1,250</b>	<b>250/200</b>		

**ICF INCORPORATED, L.L.C.  
SECRETARY CERTIFICATE**

The undersigned, MOLLIE D. ROY, hereby certifies:

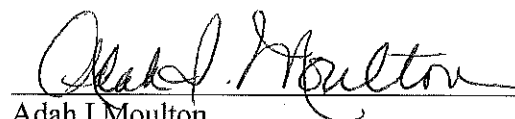
1. That she is the duly elected and appointed Secretary of ICF Incorporated, L.L.C., a Delaware limited liability company (the "Company"), and, in that capacity, has access to the corporate records, minute books and tax records of the Company, and is familiar with the matters therein contained and herein certified; and
2. That the Senior Vice President – Contracts and Administration of the Company is authorized to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions that may be directed by the Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer, and has authority to sign any and all documents necessary to complete the aforementioned; and
3. That ROBERT TOTH has been duly elected and appointed Senior Vice President – Contracts and Administration of the Company by Consent of the Sole Member of the Company and such consent has not been modified, rescinded or revoked, and is at present in full force and effect; and
4. That ROBERT TOTH is authorized to bind the Company to all terms and conditions of bids, proposals, contracts and other specific actions with The State of Connecticut Department of Housing for implementation of Community Development Block Grant – Disaster Recovery (CDBG-DR) programs; and
5. That ROBERT TOTH, has further delegated authority to TIMOTHY LOWRY, Director of Contracts for ICF International, Inc. to sign any and all documents necessary to complete implementation of Community Development Block Grant – Disaster Recovery (CDBG-DR) programs for the State of Connecticut Department of Housing.

IN WITNESS WHEREOF I have executed this certificate on this 8<sup>th</sup> day of January 2014 and have affixed the corporate seal of the Company.

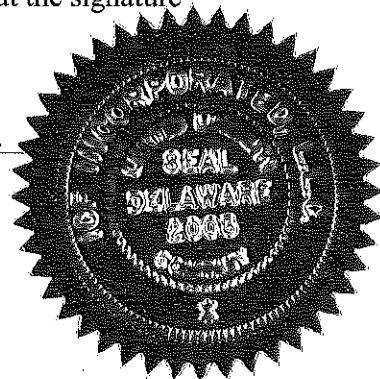


Mollie D. Roy  
Corporate Secretary  
ICF Incorporated, L.L.C.

I, Adah I. Moulton, Assistant Secretary of ICF Incorporated, L.L.C., hereby certify that Mollie D. Roy is the duly elected and qualified Corporate Secretary of ICF Incorporated, L.L.C., and attest that the signature appearing above is her genuine signature.



Adah I. Moulton  
Assistant Corporate Secretary  
ICF INCORPORATED, L.L.C.



**PERSONAL SERVICE AGREEMENT**

CO-802A REV. 2/08

STATE OF CONNECTICUT  
OFFICE OF THE STATE COMPTROLLER

1. PREPARE IN QUADRUPPLICATE
2. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)  ORIGINAL  AMENDMENT 2 (2) IDENTIFICATION NO. P.S. 13DOH0003PS

**CONTRACTOR** (3) CONTRACTOR NAME ICF Incorporated L.L.C. (4) ARE YOU PRESENTLY A STATE EMPLOYEE?  YES  NO  
CONTRACTOR ADDRESS 9300 Lee Highway, Fairfax, VA 22033 CONTRACTOR FEIN/SSN - SUFFIX 52-0893615

**STATE AGENCY** (5) AGENCY NAME AND ADDRESS Department of Housing, 505 Hudson Street, Hartford, CT 06106

**CONTRACT PERIOD** (6) DATE (FROM) 10/1/2013 THROUGH (TO) 12/31/2014 (7) INDICATE  MASTER AGREEMENT  CONTRACT AWARD NO.  NEITHER

**CANCELLATION CLAUSE** THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE BUSINESS UNIT, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT) (8) REQUIRED NO. OF DAYS WRITTEN NOTICE 30

**COMPLETE DESCRIPTION OF SERVICE** (9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)  
To provide consulting services to assist the Department of Housing (DOH) in serving the needs of owner-occupied housing damaged by Hurricane Sandy that is located in Fairfield, New Haven, New London and Middlesex counties or in the Mashantucket-Pequot Reservation. The professional consulting services include: Implementation of the single family owner occupied intake application process for the DOH. See attachment A and Attachment B and Attachment C for additional information regarding scope, activities, deliverables and outcomes.

**COST AND SCHEDULE OF PAYMENTS** (10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  
Cost for Application processing \$1,019,055.00  
Cost for Intake Centers \$133,993.40  
Cost for Toll Free Call Center \$128,919.00  
Total Cost: \$1,281,967.40

(11) OBLIGATED AMOUNT \$1,281,967.40

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUDGET REFERENCE
\$1,281,967.40	12060	DOH46961	29501	51005	51230	DOH2066100			2014

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

**ACCEPTANCES AND APPROVALS** (22) STATUTORY AUTHORITY 8-206

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) [Signature] TITLE Director, Contracts DATE 09-25-14

(24) AGENCY (AUTHORIZED OFFICIAL) [Signature] TITLE Commissioner DATE 9/26/14

(25) OFFICE OF POLICY & MANAGEMENT/DEPARTMENT OF ADMINISTRATIVE SERVICES See attached OPM Approval TITLE DATE 9/24/14

(26) ATTORNEY GENERAL (APPROVED AS TO FORM) [Signature] Joseph Rubin TITLE ASSOC. ATTY. GENERAL DATE 10/9/14

## Amendment PSA

**Name:** 2015\_18127  
**Status:** Approved by OPM  
**Title:** Superstorm Sandy Application Intake Contractor  
**Agency:** Department of Housing  
**Disposition Date:** 9/24/2014 3:56:26 PM  
**Disposition Reason:** Approved RSD 9-24-14

**Contact:** Hermia Delaire  
 860-270-8149

**Requester:** Joyce Heriot  
 Fiscal/Administrative Manager  
 860-270-8042

Is this PSA with an individual?	<b>NO</b>
Was the cost of the original PSA more than \$50,000?	<b>YES</b>
Is the cost of this amendment 100% or more of the cost of the original PSA?	<b>NO</b>
Does this amendment increase the cost of the original PSA to more than \$50,000?	<b>YES</b>
Does this amendment extend the terms of the original PSA beyond a one-year period?	<b>NO</b>
Is this the second or subsequent amendment to the original PSA?	<b>YES</b>

## Original PSA

Cost 1,207,598.00

### Prior Amendments

**PO Reference:** 335  
**Core-CT Contract Id:** 13DOH0003PS  
**Start Date:** 10/1/2013  
**End Date:** 9/30/2014

**AMENDMENT TWO (2)**  
**ATTACHMENT B**  
**Contract Term Extension and Additional Funding**

This agreement shall be an amendment to Personal Service Agreement #13DOH0003PS between the Department of Housing, (State Agency) and ICF International, (Contractor). It will be included as page # 4 of the Intake Contractor Scope of Work and revised fee schedule.

**Term Modification:**

- The term of this contract shall be extended from October 1, 2014 through December 31, 2014

**Scope Modification:**

- The Scope of Work for this contract will remain in effect and unchanged as outlined in the original Scope and Amendment One.

**Fee Schedule Modification:**

- Revised Monthly Fee Schedule attached

### Amendment Two (2) Attachment-Revised Monthly Fee Schedule

	Intake Center Cost		Call Center		Application Processing		Total Monthly Invoice		Estimated App Intake/Compl		Notes
									Owner-OCC	Rental	
Budget	\$133,933.40		\$128,919		\$1,019,055						Average intake is 25.38 per day from all sources including initial paper applications
October	\$83,119.33		\$10,743.25			\$93,862.58	0	0			Open four sites
November	\$20,779.83		\$10,743.25		\$287,901	\$319,424.08	653/350	100/50			Open Groton/scope change/deliver initial batches of applications
December	\$2,077.98		\$10,743.25		\$287,901	\$300,722.23	407/350	100/50			Mobile Teams start/Rental application complete/apps/follow-up
January	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	100/200	50/50			Includes site expenses/call center/app processing/follow-up
February	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	100/200	0/50			Includes site expenses/ call center/app processing/follow-up
March	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	50/40	0			Includes site expenses/ call center/app processing/follow-up
April	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	50/30	0			Includes site expenses/ call center/app processing/follow-up
May	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	50/20	0			Includes site expenses/ call center/app processing/follow-up
June	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	50/15	0			Includes site expenses/ call center/app processing/follow-up
July	\$11,392.38		\$10,743.25		\$42,022	\$64,157.63	20/15	0			Includes site expenses/ call center/app processing/follow-up
August	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	10/15	0			Includes site expenses/ call center/app processing/follow-up
September	\$2,077.98		\$10,743.25		\$42,022	\$54,843.23	10/15	0			Includes site expenses/ call center/app processing/follow-up
October					\$21,685	\$21,685					Includes site expenses/ call center/app processing/follow-up
November					\$21,685	\$21,685					Includes site expenses/ call center/app processing/follow-up
December					\$21,685	\$21,685					Includes site expenses/ call center/app processing/follow-up
<b>Total</b>	<b>\$133,933.40</b>		<b>\$128,919.00</b>		<b>\$1,019,055</b>	<b>\$1,281,967.40</b>	<b>1,500/1,250</b>	<b>250/200</b>			

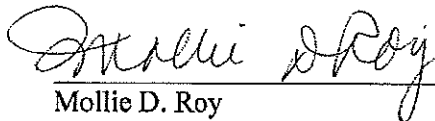


**ICF INCORPORATED, L.L.C.  
SECRETARY CERTIFICATE**

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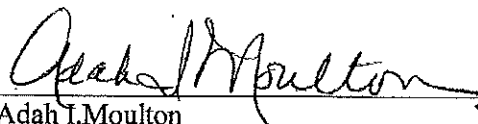
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IN WITNESS WHEREOF I have executed this certificate on this 8<sup>th</sup> day of January 2014 and have affixed the corporate seal of the Company.



Mollie D. Roy  
Corporate Secretary  
ICF Incorporated, L.L.C.

I, Adah I. Moulton, Assistant Secretary of ICF Incorporated, L.L.C., hereby certify that Mollie D. Roy is the duly elected and qualified Corporate Secretary of ICF Incorporated, L.L.C., and attest that the signature appearing above is her genuine signature.



Adah I. Moulton  
Assistant Corporate Secretary  
ICF INCORPORATED, L.L.C.

