

**Connecticut Department of Energy & Environmental Protection  
Boating Infrastructure Grant (BIG) Program  
Request for Application (RFA)**

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**1. Who is eligible to apply?**

Program funds are available to public and private agencies and marinas and other facilities that provide transient tie-up opportunities for recreational boats 26' or over in length.

**2. Where do funds come from?**

Funds come from the Sport Fish Restoration Account of the Aquatic Resources Trust Fund. This Trust Fund is contained within the Highway Trust and has been reauthorized under the Sportfishing and Boating Safety Act of 2005, and revised to May 6, 2015. The funds result from a Federal excise tax on fishing equipment, trolling motors and import duties on boats and motorboat fuels.

**3. How are funds awarded?**

All funds are awarded to an appropriate State Agency. For Connecticut, the Department of Energy & Environmental Protection (DEEP) Boating Division is designated as the administering entity for the BIG Program. The DEEP encourages local units of government and private facilities to participate in this program by submitting grant requests for transient facilities to the DEEP's Boating Division. Applicants will be notified if their project was not selected at the State level to go to the Federal level. States are generally notified by January of each year of grant awards. DEEP will in turn notify remaining applicants of the status. Awarded federal funds can be used to reimburse up to 75% of the approved project costs. The remaining "matching" funds must come from the grant recipient.

**4. Funding Levels**

**There are two levels of funding within the Boating Infrastructure Grant Program:**

- **Tier I-State:** An annual maximum of \$200,000 is available to each applying state under the Tier I-State portion of the BIG Program. Connecticut DEEP is making \$190,000 available for these projects; ten thousand (\$10,000) dollars goes to administrative costs. Tier I-State is designed for smaller projects that add transient boating infrastructure to the area. Projects will be selected at a minimum funding level of \$30,000 and a maximum of \$190,000. Selected projects must still be authorized by USFWS. See Federal Guidance: [Tier I-State](#)
- **Tier II-National:** The remainder of the BIG Program annual funding (2% of the fund money, but not less than \$8 million nationally, less whatever is awarded under Tier I-State) is typically awarded to larger projects under Tier II-National. Tier II-National projects that qualify at the state level are then competitively judged at the national level. Top scoring projects are awarded and eligible for funding status by the U.S. Fish & Wildlife Service. See Federal Guidance: [Tier II- National](#)

**Please note: While both tiers of the BIG Program are very competitive; the level of national competition within Tier II-National is especially high.** Successful projects are of a superior nature and are submitted with very thorough applications. To be competitive in Tier II-National, we recommend that even the projects be submitted with a substantial percentage of matching dollars.

If you are considering applying for a Tier II-National project, contact us early in the application process so that we can provide assistance on the details of your application.

**5. Eligible Projects**

The Boating Infrastructure Grant (BIG) Program is designed to provide federal funds for the creation or renovation of tie-up facilities for transient recreational boats 26 feet or larger.

**6. What types of projects can be funded?**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Mooring buoys</li> <li>• Day-docks</li> <li>• Navigational aids (channel markers, buoys, directional information)</li> <li>• Transient slips (slips that boaters with recreational vessels occupy for no more than 15 consecutive days)</li> <li>• Safe harbors for transients</li> <li>• Floating docks and fixed piers</li> <li>• Floating and fixed breakwaters</li> <li>• Dinghy docks</li> </ul> | <ul style="list-style-type: none"> <li>• Restrooms and showers</li> <li>• Retaining walls</li> <li>• Bulkheads</li> <li>• Dockside utilities</li> <li>• Recycling and trash receptacles</li> <li>• Dockside electric service</li> <li>• Dockside water supplies</li> <li>• Dockside pay telephones</li> <li>• Debris deflection booms</li> <li>• Marine fueling stations</li> </ul> |
|--|---|

**7. All facilities constructed under this program must be:**

- Secure and safe with service available
- Designed and constructed such that each capital improvement component of the project has an identified useful life, and that useful life has been determined by using a generally accepted method which is referenced in your application. In general, facilities with a longer useful life will be more competitive.
- Used by transient boaters (boaters not at their home port and staying not more than 15 consecutive days)
- Designed to accommodate boats 26' in length or greater
- In boating access waters at least 6 feet deep (at low water)\*
- On designated navigable waters
- Within two miles of a public pumpout
- Open to the public
- Used for the original stated grant purpose throughout the useful life of the project
- Maintained throughout their useful life

\*water depth less than 6' at MLW may be allowed if an applicant demonstrates that the project can still serve the typical boater at that location

**8. Conditions**

Facilities that participate in the program must allow the feature(s) constructed under the BIG Program to be open to the general public and provide access to shore along with other existing basic features of the facility such as fuel, pumpouts, and restrooms. Some type of reservation system must also be available to ensure boaters space when they arrive. Access to other nonessential features of the facility is not required.

Reasonable rates (prevailing rates in the area) may be charged to boaters for transient mooring facilities constructed under the BIG Program.

**9. Projects are ineligible for funding if the proposed activities include:**

- Activities or construction that does not provide a benefit to the public
- Law enforcement patrols
- Law enforcement activities against the applicant (i.e. un-permitted structures)
- Law enforcement violations (i.e. operations without permits)
- Degradation of valuable natural resources or cultural or historic nature of the area
- Dredging
- Installation or maintenance of pumpout facilities or vessels
- Land Acquisition
- Construction, renovation or maintenance of shops, stores, food service or other retail businesses, lodging, facility administration or management
- Construction, renovation or maintenance of facilities for boat transportation, storage, repair or other services
- Purchase or operation of service boats to transport boaters to and from mooring areas
- Marketing activities that do not focus on BIG or BIG-funded facility
- Purchase of supplies or other expendable personal property not directly related to achieving the project objectives
- Routine, custodial and/or janitorial maintenance activities (those that occur regularly on an annual or more frequent basis)
- Construction or maintenance of facilities designed for trailerable boats
- Construction of slips for long term rental (more than 15 days)
- Dry land storage or haul out facilities
- Any other activities that are inconsistent with the purposes of BIG or that are inconsistent with Federal Cost Principles (see 2 CFR part 200, subpart F)

**10. Milestone Dates and Submittal Requirements:**

**Monday, July 17, 2017 at 4:00 PM** – Deadline to submit written questions on the RFA. All questions must be directed, in writing, to the Official State Contact:

**Susanna Simonds  
DEEP Boating Division  
P.O. Box 280  
Old Lyme, CT 06371  
Fax: 860-434-3501  
[sue.simonds@ct.gov](mailto:sue.simonds@ct.gov)**

**Proposers are required to limit their contract regarding this RFA to the person(s) named herein.**

**Monday, July 24, 2017 at 4:00 PM** – Deadline for DEEP to post responses to RFA questions on its website. Written responses to all questions received will be posted to the DEEP website.

**Tuesday, August 1, 2017 at 4:00 PM** – Deadline to submit completed Application form and all required attachments. In no event shall the content of any proposal be modified after this date unless specifically requested by DEEP.

Completed applications and attachments must be submitted to the Official State Contact. Return One (1) original hard copy application with the original signature and Attachments and Four (4) copies of the completed application. All applications must be received by the deadline specified above. All applicants will receive acknowledgement of receipt via e-mail.

Any addendums to this program will be posted to the website listed in subsection (2). It is the responsibility of the applicant to monitor these websites for any updates.

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

In addition to the requirements in this RFA, applicants agree to comply with DEEP's grant conditions and those of the US Fish and Wildlife Service in its administration of this federal grant program. For informational purposes, a copy of the Federal Notices of Funding Opportunity are attached to this RFA.

**11. Questions & Answers-FAQs BIG**

More information is available on [Additional Grant Basics](#), [Eligible Projects](#), [How Projects are Scored](#), and [What To Do If Your Project is Approved for Funding](#).

[Boating Infrastructure Grant Recipients](#)

**Federal Grant Information for informational purposes only:**

- [Tier I-State](#)
- [Tier II- National](#)

Appendix A: Sample Application



Boating Infrastructure Grant Program

**E. APPLICATION FORM**  
FOR TIER I-STATE OR TIER II-NATIONAL  
FUNDING ASSISTANCE



**Tier 1-State** (a total of \$190,000 Federal Funds Available)     **Tier II-National** (greater than \$200,000 Federal Funds Available)

Applicant (Facility Name): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town: \_\_\_\_\_ Zip Code \_\_\_\_\_ Relationship to Facility: \_\_\_\_\_

Business Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

**2. Owner/Chief Elected Authority or Designee of Proposed Project**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Federal Employer Identification Number of Social Security #: \_\_\_\_\_

**3. Project Location**

Facility Name (if different from applicant name) : \_\_\_\_\_

Location Address: \_\_\_\_\_

Town: \_\_\_\_\_ Zip Code \_\_\_\_\_ County: \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Name of Waterbody Location Served (e.g. Long Island Sound, CT River, etc): \_\_\_\_\_

**4. Physical Requirements: check applicable boxes**

Facilities are on navigable waters.

Yes  No

The application identifies a specific useful life for each capital improvement component of the project and references a generally accepted method of determining useful life (projects with a longer useful life are more competitive)

Yes  No

Facilities are for temporary (less than 15 day visit) transient recreational vessels (greater than or equal to 26 feet and operated primarily for pleasure).

Yes  No

Facilities are located in water greater than or equal to 6 feet of depth

at the lowest tide, or a demonstration has been made that water depth less than 6 feet at the lowest tide is sufficient to serve the typical boater and vessel type at the project location.

Yes  No

Public pumpout is available on site or within two miles.

Yes  No

Location of pumpout facility:

Facilities provide security, safety, and service (including a pumpout station within 2 miles for overnight facilities).

Yes  No

Facilities are open to the public without regard to age, race, color, religion, sex, disability (Handicap), familial status or national origin.

Yes  No

**5. Project Description and Schedule of Work**

A. Provide Scope of Work to be performed (use additional pages if necessary).

B. Provide a schedule of work to be performed (use additional pages if necessary).

C. Attachments:

Scaled Area Map

Scaled Vicinity Map, include the Latitude and Longitude

Scaled Site Plans, include plan & elevation views and the affected coastal resources, and location of mean low water, mean high water & the high tide line (also include datum).

**6. What permits will be needed for the proposed work? (Federal, State, Local)**

What is the status of these permits at this time?

**7. What fees, if any will be charged:**

Daily: \_\_\_\_\_

Nightly: \_\_\_\_\_

**8. Project Justification**

- a. Please attach separate pages to provide a clear description of **NEED, OBJECTIVE, EXPECTED BENEFITS, and APPROACH** for Tier I-State and Tier II-National applications. Please refer to the section on “**How to Apply-Submission Requirements**” for a description and examples of which is needed in each.
- b. Please also read the section on “**How Projects are Scored**” to determine if you have provided sufficient justification to compete with other projects nationally. Please attach separation pages to provide a clear description of how your project meets the scoring criteria listed below.
- c. Please attach a separate page to provide a clear description of your useful life determination for each project component which is a capital improvement. Please be sure to reference the method by which your useful life determination(s) have been made for each capital improvement and how these improvements will be maintained for that useful life.

1. Explain your plan to connect, renovate, and maintain tie-up facilities for transient, non-trailerable recreational vessels (less than 15 days in a single location and greater than or equal to 26 feet long).
2. What innovative techniques will be used to increase the ability of tie-ups? What are the creative or difference approaches chosen that will improve the overall project?
3. List all entities that will provide public/private, public/public partnerships, other than the lead state agency.
4. Does this project provide a significant link to prominent destinations such as those near major metropolitan areas, cultural or natural attractions, or safe harbors from storms? Please identify location(s) and describe.
5. Describe how this project will provide access to national, regional and local recreational, historic, cultural, natural, or scenic attractions.
6. How does this project provide a significant positive economic impact to its community?
7. How is this project cost-efficient? Discuss the features that add a high value compared with the funds required from the proposal. (For example, constructing a small feature to an existing facility, which adds value and boating opportunities verses installing a complete facility.)
8. Are you involved in any Multi-state coordination for locating tie-up facilities?
9. List all funds (private, local or other State funds in addition to the non-Federal match to be applied to the project and what percentage this funding represents.

**9. Project Summaries and Budget Sheet**

**A. PROPOSED PROJECT COMPONENTS (Eligible Costs)**

	Number	Replacement	New Installation?	Estimate Cost
Docks				\$
Slips				\$
Mooring Buoys				\$
Navigational Aids				\$
Other				\$
Other				\$
			GRAND TOTAL	\$



**B. BUDGET FORM**

Description	Total	Federal Match	Local Match
<b>Design/Permitting/Engineering Costs: (Including Permit Application Fees &amp; Development Costs for Plans &amp; Specs.</b>	\$	\$	\$
<b>Equipment: Purchase/Repairs: (specify)</b>	\$	\$	\$
<b>Supplies: (specify)</b>	\$	\$	\$
<b>Construction/Installation Costs: (Itemize)</b>	\$	\$	\$
<b>Total Project Costs:</b>	\$	\$	\$
<b>Funding Requested = % of Total (maximum of 75%)</b>	\$	\$	\$
<b>Match Amount= % of Total (minimum of 25%)</b>	\$	\$	\$

**Signatures**

“I have personally examined and am familiar with the information submitted on this application and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.”

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Owner/Chief Elected Authority of Designee**

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

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

Title: \_\_\_\_\_

**Submit One (1) original application with the original signature and Attachments and Four (4) copies of the completed application to:**

Boating Division  
Department of Energy & Environmental Program  
P.O. Box 280, 333 Ferry Road  
Old Lyme, CT 06371-0280

**Appendix B: Sample Contract**  
**Boating Infrastructure Grant Program**

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT  
 Rev. 6/9/2016 (DEEP Electronic Format)

STATE OF CONNECTICUT  
 DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:  
 GRANT  
 PERSONAL SERVICE AGREEMENT

1. 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.
2. 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) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S.  P.O.
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CONTRACTOR	(3) CONTRACTOR NAME <b>«Recipient»</b>	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS «Street1», «Street2», «City», «State» «Zip»	CONTRACTOR FEIN/SSN «FEIN»

STATE AGENCY	(5) AGENCY NAME AND ADDRESS <b>Department of Energy and Environmental Protection - 79 Elm Street, Hartford, CT 06106-5127</b>	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) «BeginDate»	THROUGH (TO) «EndDate»	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
	<p>1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.</p> <p>Appendix A consists of «PagesSpell» pages numbered A-1 through A-«Pages» inclusive.</p> <p align="center">Page 1 of 10</p> <p>Standard Terms and Conditions are contained in Pages 2 through 10 and are attached hereto and made a part hereof.</p>

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	<p>Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page(s) numbered B-1).</p> <p>Total Payments Not to Exceed the Maximum Amount of \$«AwardAmt».</p>

(11) OBLIGATED AMOUNT \$«AwardAmt»	
---------------------------------------	--

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$	DEP44434	12060	21048	64012	DEPA0000XXXXXXX	155057	20XX			55050

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	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
	(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
	(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE DATE
	(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: \_\_\_\_\_ DATE: \_\_\_\_\_

1. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

2. Non-Discrimination

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

"Commission" means the Commission on Human Rights and Opportunities;

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

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

"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.

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

"good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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

"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;

"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

"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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to

pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (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.

### 3. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration

page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

4. Anti-Trust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
5. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
6. Definitions:
  - (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
  - (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
  - (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
  - (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
  - (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
  - (f) Claim. The definition of which is: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
  - (g) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
  - (h) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
  - (i) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (j) 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.
  - (k) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
7. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
8. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the

Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

9. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
10. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
11. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
12. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
13. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
14. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
15. Audit Requirements for Recipients of State Financial Assistance.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
16. Audit and Inspection of Plants, Places of Business and Records.
  - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
17. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
18. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
19. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," see attached.
20. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
21. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency..
22. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10)



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

23. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
24. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
25. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
26. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
27. Confidential Information. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
28. Protection of Confidential Information.
  - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - 3) A process for reviewing policies and security measures at least annually;

- 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
29. **Entirety of Contract.** The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. **Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
31. **Tangible Personal Property.**
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
    - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
    - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
    - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
    - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
    - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
  - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
  - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
32. **Discharge of sewage to waters of the state.** In accordance with Section 22a-430-3(k) of the Regulations of Connecticut State Agencies, within two hours of any discharge of sewage from a pumpout facility to a water of the state or to the ground, the owner or operator of such facility shall report such discharge to the Director of the Permitting, Enforcement and Remediation Division of the DEEP during normal business hours at (860) 424-3018, to the Department's Emergency Response Unit at all other times at (860) 424-3338, and to the Director of Health in each affected municipality.
33. **Registration for DEEP Stormwater General Permit.** If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.

34. Sale of Docking Facility. The owner or operator of a docking facility to receive grant funds will, if the docking facility is to be sold, and upon sale of the docking facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.
35. Title to Equipment. Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 50 CFR Part 86 and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.
36. Non-Federal Match Documentation. The Contractor shall contribute at least 25% of the Total Project Cost as cost sharing or non-federal match. Such cost sharing or match may be provided as cash costs or third party in-kind services provided such services are reasonable and necessary for grant purposes. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 86 and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 86 and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall submit a summary of the valuation to DEEP.
37. Program Income. Income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per 50 CFR Part 86 and 2 CFR 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the subgrantee did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.
38. Allowable Costs. All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements 50 CFR Part 86 and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Applicable CFRs are located at the following websites: <https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-subtitleA-chapII.pdf> <https://www.gpo.gov/fdsys/pkg/CFR-2015-title50-vol9/pdf/CFR-2015-title50-vol9-part86.pdf>
39. Entertainment Costs. In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are **not** allowable expenses.
40. Contract Work Hours and Safety Standards Act. If this Contract funds construction that exceed \$100,000.00 or other work that involves the employment of mechanics or laborers that exceeds \$2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm>.
41. Suspension and Debarment. The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at <https://www.sam.gov/portal/SAM/##11>. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
42. Copeland "Anti-Kickback" Act. (18 U.S.C. 874 and 40 U.S.C. 276c)—If this Contract is in excess of \$100,000.00 for construction or repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding funds provided in this Contract in excess of \$100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.
43. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay 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 any of the following Federal actions:
- The awarding of any Federal contract.
  - The making of any Federal grant.

- c. The making of any Federal loan.
- d. The entering into of any cooperative agreement.
- e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If this Contract is in excess of \$100,000.00 the Contractor and any subcontractors awarded funds from this Contract in excess of \$100,000.00 shall file the declaration required by 31 U.S.C. 1352 (b). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commissioner.

44. Drug Free Workplace. The Contractor shall provide a Drug Free Workplace in compliance with 41 USC Section 702. The Contractor agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving federal funds under this Contract. The specific measures the Contractor must take in this regard are described in more detail in 43 CFR Part 43.

Briefly, those measures are to:

- a. Publish a drug-free workplace statement and establish a drug-free awareness program for its employees (Sec. 43.205 through 43.220);
- b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (Sec. 43.225); and
- c. Identify all known workplaces under its Federal awards (Sec. 43.230).

45. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: — the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Commissioner shall report violations to the Fish & Wildlife Service and the Regional Office of the Environmental Protection Agency (EPA).

46. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact with DEEP concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.

47. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

**APPENDIX A**  
**SCOPE OF WORK**

**Purpose:** To . . .

**Description:** The Contractor agrees to conduct a project entitled: \_\_\_\_\_

- 1. Insert Specific Paragraph Title(s):** *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted? What are due dates for deliverables and any reports? Where...is the service to be provided? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*
- 2. Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this Contract on page \_\_\_\_\_.
- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the \_\_\_\_\_ as follows: "Funding provided by the *[list grant program]* administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 4. Publication of Materials:** The Contractor must obtain written approval from DEEP's \_\_\_\_\_ prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, 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, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

**5. ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

**6. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection  
Insert Division Name  
Insert Program Coordinator Title  
79 Elm Street  
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division  
Accounts Payable  
79 Elm Street  
Hartford, CT 06106-5127

**7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.

**8. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the [bureau/division/program coordinator] once every [six months] during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

**9. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

**10. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to the \_\_\_\_\_, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, *[INSERT SPECIFIC LANGUAGE]*.

**11. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the \_\_\_\_\_, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as *[DETAILS]* must be included. A sample format is attached as Appendix C.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is \_\_\_\_\_ dollars (\$\_\_\_\_\_).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. \_\_\_\_\_ following completion of \_\_\_\_\_. [*This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.) Be specific on when payments will be made and what documentation needs to accompany the invoice.*]
- b. remainder following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "\_\_\_\_\_" within 90 days of the Contract expiration date.



**APPENDIX C**

**SAMPLE FINAL FINANCIAL REPORT**

**Contractor Name:** \_\_\_\_\_

**PSA #:** \_\_\_\_\_

<b>DESCRIPTION</b>	<b>Award Costs</b>	<b>Other (Matching) Costs (if applicable)</b>	<b>Total Costs</b>
<b>Salaries</b>			
<b>Fringe @ _____ %</b>			
<b>Travel</b>			
<b>Contractual (specify)</b>			
<b>Equipment</b>			
<b>Printing</b>			
<b>Materials &amp; Supplies</b>			
<b>Other (specify)</b>			
<b>Totals</b>			



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

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.

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."



## 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.