

NOTICE OF AVAILABLE FUNDS

Grants to Municipalities For the Control of Aquatic Invasive Species

The Department of Energy and Environmental Protection (DEEP) is pleased to announce the availability of funding through the Connecticut General Assembly for aquatic invasive species abatement diagnostic feasibility studies and for aquatic invasive species control & management projects on inland waters of Connecticut. Invasive aquatic species can directly harm the state's aquatic natural resources, and decrease the recreational, aesthetic and economic values of those resources. The goal of this program is to conserve the state's resources by providing additional opportunities for the control of and/or preventing the establishment of aquatic invasive species.

- PROPOSAL DEADLINE: MONDAY, NOVEMBER 9, 2015, AT 4:00 PM.
- AN ORIGINAL AND COMPLETE APPLICATION MUST BE RECEIVED AND DATE STAMPED AT DEEP'S BUREAU OF NATURAL RESOURCES – INLAND FISHERIES DIVISION, LOCATED AT 79 ELM STREET, HARTFORD CONNECTICUT BY THE PROPOSAL DEADLINE. FAXED AND E-MAILED PROPOSALS OR LETTERS OF SUPPORT WILL NOT BE ACCEPTED AS AN ORIGINAL APPLICATION.
- Applicants will be notified no later than December 1st, 2016 as to whether or not their proposals have been selected for funding.
- SUBMIT ORIGINAL AND ONE ELECTRONIC COPY OF THE PROPOSAL TO:

Attention: Bill Foreman, *Environmental Analyst II*
Dept. of Energy and Environmental Protection
BNR- Inland Fisheries Division
79 Elm Street
Hartford, CT 06106-5127

- FOR FURTHER INFORMATION, PLEASE CONTACT:
Bill Foreman, Environmental Analyst II at 860-424-3589
Or E-mail us at: William.foreman@ct.gov
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PROGRAM PURPOSE

The introduction and spread of aquatic invasive species in Connecticut poses a serious threat to the biodiversity of native aquatic ecosystems, and can affect the ecological, recreational and economic interests of the state. Nonindigenous aquatic invasive species have the potential to establish and spread rapidly due to a lack of physical and biological constraints in the habitats to which they have been introduced. In 2014, the Connecticut General Assembly provided funds to DEEP for Grants to Municipalities to 1) conduct diagnostic feasibility studies associated with the abatement of aquatic invasive species populations in inland water bodies, and 2) conduct projects to restore inland water bodies through the control and management of aquatic invasive species. In 2015, the Connecticut General Assembly again provided funds for this program and DEEP currently has a total of up to \$150,000 to provide to Connecticut municipalities in FY 2016 to fund eligible diagnostic feasibility studies and projects to control or manage aquatic invasive species.

Who may apply: Only **municipalities** are eligible to receive grants through this program. Not-For-Profit conservation organizations (with 501(c)(3) status) and local interest organizations such as unincorporated lake associations can develop project proposals in collaboration with municipalities but only the municipality in which the project water body is located can apply for funding. If the water body is located in more than one municipality, two or more municipalities may apply jointly, and **a lake authority as established under sec. 7-151a of the Connecticut general Statutes may, when authorized by the legislative bodies of its respective towns, act as the agent for the member towns** for the purposes of this grant program.

The study or project must be conducted on an inland water body located in Connecticut.

What types of projects are eligible for funding:

- Eligible project proposals should be for 1) conducting an aquatic invasive species diagnostic feasibility study associated with the abatement of a population of an aquatic invasive species in an inland water body of this state; or 2) conducting a project to restore an inland water body of the state through the control and management of a population of aquatic invasive species. The target species must have existed in the project water body as of July 1, 2014.
- In order to obtain the most benefit to the state, factors that will be considered include public access, the size of the water body, and the age and extent of the infestation.
- Eligible target species will be those aquatic plant species listed in Section 22a-381d of the Connecticut General Statutes (see attachment E) and those aquatic invertebrates listed in Section 26-55-5(a) of the Regulations of Connecticut state Agencies (see Attachment E).

- Proposals targeting native species, or for invasive species not present prior to July 1, 2014, in the study or project water body are not eligible for funding.

Below are a few examples of eligible, eligible but not high priority, and ineligible projects (reasoning in parenthesis following each example):

Eligible projects-

Herbicide treatment to eradicate Egeria (*Egeria densa*) infestation in a lake with a state boat launch. (*invasive species, full public access, limited populations in the CT*)

Eradication of yellow floating heart (*Nymphoides peltata*) by dredging and hand pulling from a town-owned pond open to the public. (*invasive species, publicly accessible, newer infestation, recently arrived with limited populations in the state*)

Eligible, but lower priority projects-

Annual use of a mechanical harvester to clear crew team boat lanes of Eurasian water milfoil (*Myriophyllum spicatum*) in a lake with limited public access. (*little to no general public benefit*).

Diagnostic feasibility study for zebra mussels in East Twin Lake (*eligible species, but study is of limited benefit, no viable control options currently exist and the population has existed in the water body for over 15 years with limited impact to the system and no apparent impact on use*).

Ineligible projects-

Herbicide treatment of unusually dense growths of common bladderwort (*Utricularia vulgaris*) on a lake with a state boat launch. (*native species*).

Boat inspection and cleaning station to prevent the introduction of zebra mussels into Mudge Pond. (*although an eligible species, no population of zebra mussels currently, as of July 1, 2014, exists in the water body*).

AWARD PROCESS

- Proposals will first be reviewed for completeness and eligibility, and then rated by a team of reviewers (representing DEEP, UCONN). Only complete applications will be reviewed further for eligibility, and only projects determined to be eligible will be rated.
- Subsequently, applicants will receive written notification from DEEP of the decision on their application. Decisions may include suggested and/or mandatory modifications of the study or project, and funding of the study or project in an amount that differs from the proposal.
- Following approval of the study or project application, a contract will be drafted and mailed out for signature by the grant recipient and returned for subsequent state contract approval.

Project work to be funded by the grant cannot begin until the execution date of the contract, and project funding cannot be released until a fully executed contract is in effect.

FUNDING GUIDELINES

- In order to be deemed eligible for funding, applicants must meet eligibility requirements and review criteria (See Attachment A), follow application instructions (Attachment B), complete and submit a project proposal cover page (Attachment C), complete and submit a budget summary page (Attachment D), and submit all other materials as indicated in the application instructions.
- Proposed projects must be completed within approximately **one** year from the contract execution date. All seasonal constraints that may prolong the project duration must be specifically discussed in the proposal. Proposals which demonstrate a commitment to maintain and continue the project beyond the initial year in which it is implemented, without DEEP support, are encouraged and will receive additional consideration.
- **Awards will be provided for both diagnostic studies and aquatic invasive species control & management projects** (unless sufficient and suitable proposals are not submitted for one of the two categories).
- **The upper limit for a grant award is \$50,000 and the lower limit is \$2,500.** Requests for larger grants (up to \$75,000) may be considered, but only for exceptional and well-justified proposals. **Matching funds are required and must equal or exceed the total amount of funding received from DEEP under this grant program** for a diagnostic feasibility study or for a project to restore a water body through control & management of an aquatic invasive species.
- **Indirect costs are not eligible for funding** through the grant, but may be used as part of applicant's match.
- At project completion, the awardee must submit a final report. This report must include a detailed financial summary. This financial summary must show full project costs and clearly identify direct grant costs as well as matching and in-kind costs. *As post-treatment monitoring is an important aspect of invasive species control and management, please ensure that these reports are provided to DEEP. They will be useful in determining which actions are most effective, and just as important, identify those actions that are not successful.*

COMMUNICATIONS NOTICE:

All applications/materials must be submitted to and communications shall be with:

Bill Foreman, *Environmental Analyst II*
Department of Energy & Environmental Protection
BNR- Inland Fisheries Division
79 Elm Street
Hartford, CT 06106-5127

Phone: 860-424-3868

Fax: 860-424-4070

Email: William.foreman@ct.gov

All communications related to this RFP shall be with DEEP's Official Agency Contact referenced above. All communications with the agency or any person representing this agency concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Proposers or their representatives may result in disqualification or other sanctions, or both.

CONFIDENTIAL INFORMATION:

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

STYLE/FORMATTING REQUIREMENTS:

Proposals must conform to the following requirements: (1) be word processed, (2) use Times New Roman, Arial, Calibri or similar font type and font size of not less than 10 and not more than 12 points, (3) be formatted for 8.5" x 11" paper, except when necessary for maps and other attachments, which may be no larger than 11" x 17", (4) have margins of not less than 1" on the top, bottom, and sides of all pages, (5) be not more than 20 pages in length (*not including maps and other attachments such as deeds, letters of consent, etc.*), (6) display the applicant's name on the header of each page, and (7) display page numbers at the bottom of each page.

MULTIPLE SUBMISSIONS:

An applicant may submit a maximum of two (2) proposals in response to this notice of funding availability.

CONTRACT COMPLIANCE REQUIREMENTS: (required for any contract exceeding \$4,000.00)

See [CHRO website](#) for specific Contract Compliance forms. The following table will assist in determining which forms are required. **Note that CHRO has issued a temporary exemption from the requirements for contracts with municipalities.**

Contract amount	<i>Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as Minority business Enterprises (MBE’s), as applicable..</i>	<i>Affirmative Action Plan Required</i>	<i>CHRO Requires Pre Approval of Affirmative Action Plan</i>
\$0-\$4,000.00	No paperwork required.		
\$4,000.01 - \$9,999.99	No	No	n/a
Non Public Works Contract			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No
Public Works Contract			
\$10,000 - \$50,000.00	Yes	No	n/a
\$50,000.01 - \$500,000	Yes	Yes	No
\$500,000.01 or more	Yes	Yes	Yes

ATTACHMENT A

I. ELIGIBILITY REQUIREMENTS

TO BE ELIGIBLE FOR FUNDING PROPOSALS YOU MUST MEET THE FOLLOWING CRITERIA:

- **Applicant status:** Applicant is a municipality. *Only municipalities are eligible to receive grants through this program. Not-For-Profit conservation organizations (with 501(c)(3) status) and local interest organizations such as unincorporated lake associations can develop project proposals in collaboration with municipalities but only the municipality in which the project water body is located can apply for funding. If the water body is located in more than one municipality, two or more municipalities may apply jointly, and a lake authority as established under sec. 7-151a of the Connecticut general Statutes may, when authorized by the legislative bodies of its respective towns, act as the agent for the member towns for the purposes of this grant program.*
- **Study/project water body:** The study or project must be conducted on an inland water body located in Connecticut.
- **Target species:** Eligible target species will be those aquatic plant species listed in Section 22a-381d of the Connecticut General Statutes (*see Attachment E*) and those aquatic invertebrates listed in Section 26-55-5 of the Regulations of Connecticut state Agencies (*see Attachment E*). **The target species must have existed in the project water body as of July 1, 2014.**
- **Project type/goal:** Eligible project proposals shall be for:
 - 1) Conducting an aquatic invasive species **diagnostic feasibility study** associated with the abatement of a population of an aquatic invasive species in an inland water body of this state;
*For the purposes of this program, “diagnostic feasibility study” means a study to 1) characterize the target aquatic invasive species population in the project water body, 2) Identify watershed, in-lake, and use characteristics supporting and/or enhancing the continued presence of the target aquatic invasive species population, and 3) evaluate lake management activities to abate the population.*or
 - 2) Conducting a **project to restore an inland water body of the state through the control and management** of a population of aquatic invasive species.

PROPOSALS MUST INCLUDE:

- Submission of one complete application package (see Attachments B, C, and D), including free-form responses to questions 9-18 and all required maps and documentation materials in hard copy and electronically (PDF file format). *Note that the electronic version can be either emailed to Bill Foreman (William.foreman@ct.gov) or saved on a flash-drive, CD or DVD and included with the hard copy submittal package.*
- Demonstration that the funding requested will provide funding for a study or project that addresses an aquatic invasive species present in the water body as of July 1, 2014.
- Demonstration that the study or project will have long-term benefits.
- Demonstration that any applicable federal, state and/or municipal authorizations (i.e. permits) have been obtained, or are obtainable in a timely fashion.

II. REVIEW CRITERIA

Proposals will be ranked and ultimately selected based upon the following considerations:

- Compliance with all eligibility requirements listed above.
- Degree of access available to the public.
- Amount of public use and potential for people to spread target species to other water bodies.
- Water body size.
- Age and extent of infestation.
- Degree and imminence of threat posed by target species.
- Does the study or project target multiple species.
- Ecological benefits of controlling the target population of the aquatic invasive species.
- Recreational benefits of controlling the target population of the aquatic invasive species.
- Benefits to rare/endangered/threatened/species of concern.
- Effectiveness of study design or project control measures (completeness & duration of control expected).
- For control/management projects, the quality of post treatment monitoring plan.
- For control/management projects, quality of long-term management plan. *(Applications which demonstrate a commitment to continue the proposed project beyond the initial year of its implementation without additional DEEP support will be viewed more favorably.)*

- Ability of applicant to implement and complete the study or project in a timely fashion. (*This includes the extent to which proposals would be completed within one year from the contract execution date. It also takes past performance of the applicant into consideration if previously provided funding by DEEP or other state source*).

ATTACHMENT B

GRANT FUND APPLICATION INSTRUCTIONS

*These application instructions have been designed to apply to all activities eligible for funding. Please read these instructions in their entirety and provide answers to each question in order by number. These instructions have been designed to minimize the potential for incomplete applications. **Information required in items 1-8 must be provided by filling out the attached proposal cover page (Attachment C) using the space provided.** Responses to items 9-18 should be provided by attaching additional pages to the cover page.*

The level of detail required to fully answer each question is related to the scale and scope of the proposed project. Applicants are requested to provide a thorough description of the proposed project and answer each question as it applies to the activity. Submission of complete and accurate information will enhance the chance of the proposal being selected for funding.

An original and an electronic version (PDF file format) of the application and other documentation must be submitted to the following address:

Attention: Bill Foreman, *Environmental Analyst II*
William.foreman@ct.gov
Department of Energy and Environmental Protection
BNR- Inland Fisheries Division
79 Elm Street
Hartford, CT 06106-5127

DEADLINES: All applications and supporting documentation must be received by DEEP's Inland Fisheries Division at 79 Elm Street, Hartford, CT by 4:00 P.M. on Monday, November 9, 2015. Applications or supporting documents received after that date and time will not be considered. Applications or supporting documentation intended to serve as the original hard copy will not be accepted if transmitted via e-mail or fax.

Note: All of the questions must be answered. If a question is not applicable to your particular proposal, please provide a brief explanation. **Do not leave the questions blank.**

(cover sheet, #'s 1-8)

1. NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS OF APPLICANT MUNICIPALITY (or municipalities):

Fill in the legal name(s), mailing address(es), email address(es) and phone number(s) of the applicant municipality or municipalities. Phone number(s) must be a number(s) that is answered during business hours.

The applicant must be a municipality (or municipalities). If the water body is located in more than one municipality, two or more municipalities may apply jointly, and a lake authority as established under sec. 7-151a of the Connecticut general Statutes may act as the agent of the member towns for the purposes of this grant program. If multiple municipalities are involved with a single project, a lead municipality must be identified.

2. NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS OF CONTACT:

Fill in the name(s), mailing address(es), phone number(s), and e-mail address of the contact. Phone number(s) must be a number where the contact is reachable during business hours.

The contact person is the individual who is familiar with the project details and who should be contacted for additional information or questions. Should the project be funded, this is also the person who will be the primary contact during the course of the project through final completion.

3. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

State the name and title of the representative who, if the contract is awarded, is legally authorized to sign the contract on behalf of the municipality. Have this individual sign and date the application form in the space provided. **Applications which are not signed by a legally authorized individual shall not be accepted and will be deemed ineligible for further consideration.** The applicant must also supply a signature resolution indicating that the signer is authorized to sign legal documents and enter into contracts on behalf of the municipality.

4. FEDERAL EMPLOYMENT IDENTIFICATION NUMBER:

Provide the federal employment identification number of the applicant, and state the name of the entity to which this number corresponds.

5. TITLE:

State the title of the proposed project.

The title should be concise and include project purpose/goal, target species, location and municipality all in one line (e.g. "Control of hydrilla from Happy Acres Park Pond, Wallingford, CT" or "Diagnostic Feasibility study of the yellow floating heart infestation in Shady Acres Lake, Enfield, CT").

6. BRIEF DESCRIPTION:

Provide a brief (200 words or less) description of the proposed study or control/management project. Include target species, study or control methods, timeline & duration of study and expected receivables (for diagnostic feasibility studies), size of water body, degree of public access,

any project partners, and size/extent of infestation/area to be treated (for control/management projects).

e.g. The goal of this project is to control or eradicate water chestnut (Trapa natans) from a 20 acre pond. This plant was first found in this pond two years ago, and currently covers an estimated 5 acres. We propose to use herbicides (2, 4-d formulation) to initially treat the water chestnut. Additionally, a volunteer group will be established and trained to monitor the pond in subsequent years. Some Town staff will also attend training. The pond is an impoundment on a tributary to the "Big River". Public access to the pond is through a town park located on the west shore of the pond. The park includes a boat launch suitable for canoes, kayaks and small boats, plus 500 feet of accessible shoreline for fishing.

7. TOTAL GRANT FUNDING REQUESTED:

State the total amount of grant funding requested. For determination of such an amount, refer to question 17 for an explanation of how to provide the budget for the proposed project.

8. TOTAL MATCHING FUNDS:

State the total amount of matching funds committed for the proposed project. Please refer to questions 17 and 18 for a further explanation regarding matching funds. **The upper limit for a grant award is \$50,000 and the lower limit is \$2,500.** Requests for larger grants (up to \$75,000) may be considered, but only for exceptional and well-justified proposals. **Matching funds are required and must equal or exceed the total amount of funding received from DEEP under this grant program** for a diagnostic feasibility study or for a project to restore a water body through control & management of an aquatic invasive species.

(Project narrative, #'s 9-18)

9. NAME AND LOCATION OF STUDY/PROJECT WATERBODY (as applicable).

Provide the name (names) of the target water body and the names of all municipalities within which the water body is located. Provide a map clearly showing the location of the water body and a description of its location.

10. PUBLIC ACCESS AND USE

Provide the following information concerning public access to and use of the water body:

- Degree of access (is the water body fully accessible, open to access only in some seasons or at certain times of day, restricted to local residents, closed to all use, etc.). If access is restricted, please explain.
- Facilities (parking, roads, trails, boat launches, marinas, shoreline access, picnic areas, wildlife viewing structures, fishing piers, etc.). Please provide map of water body showing locations of these facilities. *Maps should be no larger than 11" x 17" in size.*
- Use patterns (what are primary/most popular uses of property/water body).

11. WATER BODY OWNERSHIP

Provide information demonstrating any ownership or other legal interest in the water body, including:

- Copies of any Tax Map or Maps that show ownership (partial or full) of the affected water body.
- Copies of applicable conservation and other access easements.
- Letters of permission should be provided for any non-applicant properties which must be crossed to gain access to the water body.

12. TARGET AQUATIC INVASIVE SPECIES

Provide information concerning target aquatic invasive species, including:

- The name(s) of target species. List both common names and scientific names.
- Names, contact information of individuals, consultants, businesses, organizations and agencies who identified or verified identification of these species.
- Documentation of the actual presence of the target species in the water body (*attach photos, data from professional plant surveys, copies of relevant sections of reports and/or studies, etc.*).

13. STATE-LISTED SPECIES

Applicants should determine whether state listed species (endangered, threatened and special concern species and significant natural communities) in Connecticut are present within or near the study/project water body, and if the proposed project will affect state listed species.

- Please provide the DEEP Natural Diversity Data Base (NDDB) map for applicant town showing location of study/project water body (if necessary, the location can be hand-drawn & names of water bodies can be written on the map with an arrow to the correct location on the map). Maps can be accessed from the following website: www.ct.gov/DEEP/endangeredspecies
- Should state-listed species and/or significant natural communities be present, applicants need to request an NDDB environmental review and should attach review documentation.

Note that during sampling, diagnostic feasibility studies may actually provide information relevant to the NDDB such as determining the presence of additional state-listed species,; and most control/management projects can be designed to avoid negative impacts to state-listed species and significant natural communities, and preference will be given to projects that can show a definite benefit to these species and communities.

14. DESCRIBE THE PURPOSE AND NEED FOR, AND BENEFITS OF PROPOSED PROJECT:

- Describe the purpose of, and need for the study or project, including a description of the extent of the infestation (as known at the time of submission) and its impact on native species, fish and wildlife habitat, recreational uses and aesthetic values.
- Describe the expected ecological and public benefits of the proposed project.
- Describe any past studies or efforts to control/eradicate the target species on the project water body.

15. DESCRIBE THE SCOPE OF WORK:

Describe the scope of work identifying each task, product and service. Where applicable, include site maps and/or other diagrams indicating location and features of specific study or project tasks. Please at a minimum include the following information:

For all proposals-

- Whether federal, state, municipal and/or other legal entities (for which coordination may be necessary, such as power utilities, dam owners, etc.) approvals, authorizations (i.e. permits) are needed (and the status of any requests for permits). **Preferred studies and projects have either obtained, or can obtain in a timely fashion all necessary approvals, authorizations and/or permits.** Attach copies of any permits already obtained. *Note that awardees will be required to submit copies of permits obtained following the awarding of funds.*

For diagnostic feasibility studies:

- Study timeline.
- Study methodology and field resources expected to be committed to the study.
- Data analysis and mapping resources available to be committed to the study.
- Expected study products.
- Summary of ability of applicant to implement study findings and recommended actions.

For control/management projects:

- Plans for pre-control monitoring.
- Narrative of the distribution/concentration or areal extent of target species coverage and a description of the site(s).
- Map(s) and photographs (when available) of the water body clearly showing the distribution of target species and areas targeted for control. Also clearly show on the same map locations of known populations of state-listed species.
- Description of all control methods to be used, including where each method will be used and how frequently during the course of the project. Also indicate who will be performing the various controls (i.e., licensed applicator/consultant services, volunteers, municipal staff, NGO). Please list separately and be as specific as possible:
 - All pesticides and other chemicals to be used (if known at time of submittal).
 - All mechanical methods to be used (hand-pulling, suction harvester, hydroraking, etc.)
 - All bio-control measures (grass carp, “milfoil” weevil, etc.).
- Discuss how state-listed species or significant natural communities will be protected during the project.
- Expected outcome of control measures. Include an estimate of the reduction in population size/concentration and/or area (i.e., acres, square meters or feet) of, or length (i.e. feet, yards, meters, miles of river bank or lakeshore) of target species controlled or eradicated.
- Discuss whether any changes in public access will occur due to this project.
- Plans for notifying/educating users and general public.
- A discussion of plans for rehabilitation/revegetation/restoration of targeted sites when such actions may be warranted.
- Plans for post-treatment monitoring.

- Long-term management plan including procedures for continued control and spread prevention the target aquatic invasive species, or if the goal is eradication, a long-term management plan to prevent the reestablishment of the target species (if goal was eradication).

16. DEFINE THE SCHEDULE FOR COMPLETION OF THE SCOPE OF WORK FOR THE PROPOSED PROJECT:

Provide a proposed schedule for completion of each phase of the project as it corresponds to the scope of work described and the total number of months needed to complete the project. Identify any seasonal constraints or specific requirements for work scheduling. For example, work times may need to be coordinated with target species growing season, observation of environmentally sensitive periods, or the receipt of required authorizations.

Please note that projects should generally be completed within **one year** from the contract execution date. It is anticipated that the contracts will be mailed to award recipients for review and signature within two months of the grant award announcement. Within approximately six weeks from the date DEEP receives the signed contract and all necessary resolutions or other attachments, the contract will be able to be fully executed, and funding can be made available for use by the recipient. Only expenses incurred following a properly executed contract will be deemed eligible expenses. Such a timeline should be taken into account in determining a proposed schedule for the project.

17. DEFINE THE BUDGET FOR IMPLEMENTATION OF THE PROPOSED PROJECT:

Using the attached budget summary page (Attachment D), provide a list of the expenses for the proposed project. In addition, **on a separate sheet,** provide a brief narrative explaining each line item expense requested from the Grant Fund. **Indirect costs associated with projects may be used as matching funds. However, Grant Funds cannot be used for indirect costs.**

The upper limit for projects is \$50,000. For projects which are more expensive or in order to guarantee the continuation of the proposed project beyond the initial year of its implementation without Grant Fund support, matching funds or alternative funding should be considered. Requests for larger grants will be considered, but only for exceptional and well-justified proposals. Any work subcontracted must be arranged through a competitive selection process unless there is a demonstration of the need for a sole source.

A 100% payment of the grant amount will be initiated following execution of the contract. Following completion of the project, a report including documentation that all the elements of the project have been completed, the outcome of the project and a financial summary indicating

expenses incurred must be submitted to DEEP. **Projects that come in under budget or fail to meet contract obligations are required to return all unused funds to DEEP.**

18. DESCRIBE THE AVAILABILITY OF ALTERNATIVE FUNDING OR MATCHING FUNDS OR IN-KIND SERVICES:

Provide a description of matching funds, in-kind services and the availability of alternative funding. Matching funds may consist of actual funds as well as other contributions such as in-kind services, materials and volunteer labor.

Applicants are encouraged to demonstrate a commitment to continue the proposed project beyond the initial year of its implementation without additional DEEP funds. Funding for well matched projects will be viewed favorably, and a demonstration of a commitment of future funding for that purpose is strongly encouraged.

ATTACHMENT C

GRANT PROPOSAL COVER PAGE

(Please type answers using the space provided)

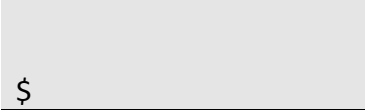
1. NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS OF APPLICANT MUNICIPALITY (or municipalities):OR LAKE AUTHORITY
2. NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS OF CONTACT:
3. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Name and Title: Signature: _____ Date: _____
4. FEDERAL EMPLOYMENT IDENTIFICATION NUMBER:
5. TITLE:
6. BRIEF DESCRIPTION:
7. TOTAL GRANT FUNDING REQUESTED:
8. TOTAL MATCHING FUNDS:

Items 9-18 must be appropriately labeled and included as an attachment to this form.

ATTACHMENT D

Budget Summary

Name of Applicant: _____

EXPENSES:	Grant Funds	Matching Funds
Personnel		
Salaries:	\$ _____	\$ _____
Fringe Benefits:	\$ _____	\$ _____
Materials/Supplies:	\$ _____	\$ _____
Travel:	\$ _____	\$ _____
Contractual/Consulting Fees (specify):	\$ _____	\$ _____
Printing and Copying:	\$ _____	\$ _____
Office Expenses:	\$ _____	\$ _____
Other (please specify**):	\$ _____	\$ _____
Total Grant Funds Requested:	\$ 	
Total Matching Funds Provided:		\$ _____
Total Project Costs:		\$ _____

On a separate sheet, provide a brief narrative explaining each line item expense requested from the Grant Fund.

Note:

- *Indirect costs may be used as matching funds, but are not eligible grant expenses.*
- *Food and clothing (except for safety/work/protective items equipment such as gloves and chaps) are not eligible grant expenses.*
- *Where in-kind match (e.g. volunteers) is being provided, those costs must be specifically identified.*

ELIGIBLE TARGET SPECIES

Note that target invasive species not present prior to July 1, 2014, in the study or project water body are not eligible for funding.

Eligible aquatic invasive plants (as listed in CGS sec. 22a-381d):

- **American water lotus** (*Nelumbo lutea*)
- **brittle water-nymph** (*Najas minor*)
- **curly leaved Pondweed** (*Potamogeton crispus*)
- **egeria** (*Egeria densa*)
- **eurasian water milfoil** (*Myriophyllum spicatum*)
- **European watercress** (*Marsilea quadrifolia*)
- **fanwort** (*Cabomba caroliniana*)
- **giant salvinia** (*Salvinia molesta*)
- **hydrilla** (*Hydrilla verticillata*);
- **onerow yellowcress** (*Rorippa microphylla*)
- **parrotfeather** (*Myriophyllum aquaticum*)
- **pond water-starwort** (*Callitriche stagnalis*)
- **variable water milfoil** (*Myriophyllum heterophyllum*)
- **water chestnut** (*Trapa natans*)
- **watercress** (*Rorippa nasturtium-aquaticum*), except for watercress sold for human consumption without its reproductive structure
- **yellow floating heart** (*Nymphoides peltata*)

Eligible aquatic invasive invertebrates (as listed in RCSA sec. 26-55-5(a)):

- **Chinese mitten crab** (*Eriocheir sinensis*);
- **New Zealand mud snail** (*Potamopyrgus antipodarum*)
- **quagga mussel**, including veligers (*Dreissena bugensis*)
- **zebra mussel**, including veligers (*Dreissena polymorpha*)

ATTACHMENT F

NOTICE CONDITIONS

- A. All proposals in response to this Notice are to be the sole property of DEEP. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- B. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the notice is to be the sole property of DEEP.
- C. Timing and sequence of events resulting from this Notice will ultimately be determined by DEEP.
- D. DEEP may amend or cancel this Notice, prior to the due date and time, if DEEP deems it to be necessary, appropriate or otherwise in the best interests of DEEP. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered
- E. The Proposer must certify that the personnel identified in its response to this Notice will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by DEEP or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by DEEP or its designee. At its discretion, DEEP may require the removal and replacement of any of the Proposer's personnel who do not perform adequately on the project, regardless of whether they were previously approved by DEEP.
- F. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.
- G. A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- H. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by DEEP at the Proposer's sole cost and expense.
- I. The Proposer further represents and warrants that the Proposer did not participate in any part of the Notice development process, had no knowledge of the specific contents of the Notice prior to its issuance, and that no agent, representative or employee of DEEP participated directly in the Proposer's proposal preparation.
- J. All responses to the Notice must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this notice may be considered appropriate cause for rejection of the response.

- K. The contract will represent the entire agreement between the Proposer and DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. DEEP or the State shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by DEEP and by the AG's Office. The contract may be amended only by means of a written instrument signed by DEEP, the Proposer, and the AG's Office.

RIGHTS RESERVED TO DEEP:

The DEEP reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the Notice. The DEEP also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of DEEP will be served.

DEEP reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of DEEP shall not constitute a breach of contract on the part of DEEP since the contract with the initial Proposer is deemed to be void from the beginning and of no effect as if no contract ever existed between DEEP and the Proposer.

AGENCY STANDARD CONTRACT AND CONDITIONS:

The Proposer must accept DEEP's standard contract language and conditions. **See Attachment G** for Sample Contract including Standard Contract Conditions.

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.

CONTRACTOR	(3) CONTRACTOR NAME Municipality Name	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	
		CONTRACTOR FEIN/SSN

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP -BNR- Inland Fisheries Division, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution Date + 1 yr	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		

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.
 Appendix A consists of ___ pages numbered A-1 through A-___ inclusive.

Page 1 of 6

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

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

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page(s) numbered B-1

Total Payments Not to Exceed the Maximum Amount of \$ Contract Amount.

(11) OBLIGATED AMOUNT
Award Amount

(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

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

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party
 - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. 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.
4. Definitions:
 - a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
 - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
 - h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the

Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request

14. 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.
15. 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.
16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
25. Protection of State Confidential Information.
 - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a

Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. 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.
27. 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.

APPENDIX A

SCOPE OF WORK

Purpose: To . . .

Describe the scope of work identifying each task, product and service.

Description: The Contractor agrees to conduct a project entitled: State the title of the proposed project.

The title should be concise and include project purpose/goal, target species, location and municipality all in one line (e.g. “Control of hydrilla from Happy Acres Park Pond, Wallingford, CT” or “Diagnostic Feasibility study of the yellow floating heart infestation in Shady Acres Lake, Enfield, CT”)

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).]

Name and Location of Study/Project Water body (as applicable).

Provide the name (names) of the target water body and the names of all municipalities within which the water body is located. Provide a map clearly showing the location of the water body and a description of its location.

Public Access and Use

Provide the following information concerning public access to and use of the water body:

- Degree of access (is the water body fully accessible, open to access only in some seasons or at certain times of day, restricted to local residents, closed to all use, etc.). If access is restricted, please explain.
- Facilities (parking, roads, trails, boat launches, marinas, shoreline access, picnic areas, wildlife viewing structures, fishing piers, etc.). Please provide map of water body showing locations of these facilities. *Maps should be no larger than 11” x 17” in size.*
- Use patterns (what are primary/most popular uses of property/water body).

Water Body Ownership

Provide information demonstrating any ownership or other legal interest in the water body, including:

- Copies of any Tax Map or Maps that show ownership (partial or full) of the affected water body.

- Copies of applicable conservation and other access easements.
- Letters of permission should be provided for any non-applicant properties which must be crossed to gain access to the water body.

Target Aquatic Invasive Species

Provide information concerning target aquatic invasive species, including:

- The name(s) of target species. List both common names and scientific names.
- Names, contact information of individuals, consultants, businesses, organizations and agencies who identified or verified identification of these species.
- Documentation of the actual presence of the target species in the water body (*attach photos, data from professional plant surveys, copies of relevant sections of reports and/or studies, etc.*).

Schedule of Completion for Scope of Work

Provide a proposed schedule for completion of each phase of the project as it corresponds to the scope of work described and the total number of months needed to complete the project. Identify any seasonal constraints or specific requirements for work scheduling. For example, work times may need to be coordinated with target species growing season, observation of environmentally sensitive periods, or the receipt of required authorizations.

- 2. Budget: Using the attached budget summary page (Attachment D);** provide a list of the expenses for the proposed project. In addition, **on a separate sheet**, provide a brief narrative explaining each line item expense requested from the Grant Fund. **Indirect costs associated with projects may be used as matching funds. However, Grant Funds cannot be used for indirect costs.**

Matching funds are required and must equal or exceed the total amount of funding received from DEEP under this grant program for a diagnostic feasibility study or for a project to restore a water body through control & management of an aquatic invasive species.

Provide a description of matching funds, in-kind services and the availability of alternative funding. Matching funds may consist of actual funds as well as other contributions such as in-kind services, materials and volunteer labor.

The Contractor shall adhere to the budget which is included in this Contract on page **B-1**.

- 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 [redacted] 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 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 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 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.

This video with closed captioning is available at 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
BNR- Inland Fisheries Division
Bill Foreman, *Environmental Analyst II*
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:
1. revisions to the maximum Contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. due dates for reports,
 5. completion of objectives or services, and
 6. 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.

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.

SAMPLE

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 100% payment of the grant amount will be initiated following execution of the contract 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 a report including documentation that all the elements of the project have been completed, the outcome of the project and a financial summary indicating expenses incurred with detailed invoices with any required supportive documentation must be submitted to DEEP subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs. **Projects that come in under budget or fail to meet contract obligations are required to return all unused funds to DEEP.**

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 within 90 days of the Contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

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



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. 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.