Connecticut Department of Energy
& Environmental Protection (DEEP)
Bureau of Outdoor Recreation, Boating Division

REQUEST FOR PROPOSALS (RFP) # DEEP-BOR-CVA 2020 March 20, 2019

Clean Vessel Act – Opportunity for Funding the Construction, Installation, Purchase, Operation & Maintenance of Marine Sewage Disposal Facilities (MSDF)

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1. Project Summary

The Department of Energy and Environmental Protection (Department) Boating Division administers the Federal Clean Vessel Act (CVA) Grant Program in Connecticut. This program provides federally funded grants for qualifying projects that provide boat sewage disposal facilities, both fixed and mobile. Up to 75% of the cost of an approved project may be reimbursed. The purpose of the program is to increase the availability of proper waste handling facilities for boaters (known as Marine Sewage Disposal Facilities or MSDFs) which will reduce the discharge of poorly treated or untreated sanitary wastes into the waters of Long Island Sound and its harbors, thereby helping to improve water quality.
MSDF's include pumpout vessels.

DEEP is making this RFP available to eligible applicants at this time contingent upon the receipt of Federal Funds from the Federal CVA Grant Program.

2. Contract Period

Contracts will take effect January 1, 2020 or upon the date of execution, whichever is later, and will remain in effect continuously through December 31, 2020 subject to the terms of the executed contract.

3. Who May Apply?

Any owner/operator of a state, public or private marine facility, non-profit organization, business, municipality or tribal government seeking to purchase or install a new MSDF, to make substantial repairs to or upgrade an existing MSDF, or to obtain funding to operate and maintain a new existing MSDF may apply. For those seeking funding to repair or upgrade an existing MSDF, the existing MSDF is not required to be operational or in compliance with all state and local permit and health requirements. However, facilities receiving funding for repairs or upgrades must bring their MSDFs into compliance and be operational for the upcoming boating season to be eligible for reimbursement. The fact that your facility is not currently in compliance with the state or local regulatory programs does not preclude the the submission of an application for the funding of your project. For current status of Department environmental compliance, please contact BIG/CVA Program Coordinator, Kate Hughes Brown at 860-447-4340 or at kate.brown@ct.gov.

4. Eligibility and Selection Criteria

The existing or proposed MSDF must be readily available, free of charge, to all recreational vessels in need of such facilities. Pumpout vessel off-loading stations are eligible to receive funding. Projects that intend to collect any fee for pumpout services to be provided are no longer eligible for funding through the state of Connecticut CVA program. The proposal may only seek funding for the purchase, construction, installation, repair, or annual operation and maintenance of a MSDF. Project design is no longer eligible for funding. Projects required by a state or federal enforcement action are not eligible for funding. Proposals received by the deadline and during the rolling application process for construction upgrade projects will be evaluated using the selection criteria defined in Appendix B of these instructions.

5. Instructions for Proposers

A. Required Format for Proposals

All proposals must use the Application Form and address all requirements. Failure to follow the required format may result in the disqualification of a proposal. Application instructions can be located at: www.ct.gov/deep/cva.

B. Packaging and Labeling Requirements

The proposal must be signed by the Proposer. Unsigned proposals will be rejected. Proposals must be submitted via envelopes, email or fax and must be addressed to the Official Agency Contact. The name and address of the Proposer must appear in the upper left corner of the envelope, email or fax. Each submission should reference "Bid: RFP #DEEP-BOR-CVA 2020, March 20, 2019."

C. DEEP's Official Agency Contact

All Proposals and Written Questions regarding this RFP must be submitted by hand or emailed to:

SARA GANZER
BUREAU OF OUTDOOR RECREATION
ENERGY AND ENVIRONMENTAL PROTECTION
79 ELM STREET, 6TH FLOOR
HARTFORD, CT 06106

Materials may also be submitted by fax to (860) 424-4070, Attention Sara Ganzer or as an email attachment with scanned signatures to sara.ganzer@ct.gov.

Applicant is responsible for maintaining the original application and must make it available to the department upon request.

Questions shall be directed to: Sara Ganzer, sara.ganzer@ct.gov

Unsuccessful applicants may request a meeting on their application by contacting Kate Brown of the Boating Division at 860- 447-4340 or at kate.brown@ct.gov.

6. Communications Notice **IMPORTANT**

Proposers may submit questions about the RFP to the Official Agency Contact by April 29, 2019. All questions must be in writing and submitted by mail, facsimile, or e-mail. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions.

Questions received by the April 29, 2019 deadline will be answered as an addendum to the RFP by May 6, 2019 on the state contracting portal. Proposers are responsible for checking the state contracting portal for amendments.

All other communication with the agency or anyone representing the agency regarding this RFP is prohibited. Any violation of this prohibition by Proposers or their representatives may result in disqualification from consideration for a contract award under this RFP.

7. RFP Timeline

March 20, 2019	RFP Released
April 15, 2019	Proposers' Conference, if requested by any applicant
April 29, 2019	Deadline for Questions (recommended)
May 6, 2019	Official Answers Released (required if questions submitted)
May 13, 2019 at 4:00pm	Deadline for Submitting First Round of Proposals
June 11, 2019 at 4:00pm	Extended Deadline for Submitting First Round of Proposals*
June 18, 2019	Contractor Selection
July 1, 2019	Start of Contract Negotiations
January 1, 2020	Estimated start date

*Please note that the deadline for submission of proposals has been extended to provide eligible applicants with more time to develop and submit a complete application package to DEEP. Proposals which have already been submitted do not need to be resubmitted and will be considered as a package with the applications that are submitted by the extended June 11, 2019, 4:00 p.m. deadline. Applicants who have already submitted proposals may amend those proposals, as needed.

The above timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Proposers shall be solely responsible for monitoring the DAS Contracting Portal for possible updates.

Rolling Proposals: In the event that available funding remains after the first round of proposals is awarded, proposals that are received after the initial submission deadline will be reviewed on a rolling, continuous basis for critical project construction, repairs or upgrades as determined by program needs.

8. Confidential Information

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

9. Minimum Submission Requirements

All proposers must submit a Proposal which must (1) be submitted by or before the deadline, (2) follow the prescribed format, (3) satisfy all application requirements, and (4) be complete. Proposals that fail to meet these minimum submission requirements may be disqualified.

10. Contract Compliance Requirements (Required for any application seeking funding in excess of $4,000.00)

See CHRO website for specific forms. Use the table below to determine which forms are required.

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

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

11. RFP Conditions

A. All proposals in response to this RFP are to be the sole property of DEEP. Proposers are encouraged not to include in their proposals any information that they consider proprietary. All materials associated with this procurement process are subject to disclosure under the terms of State laws, including, but not limited to, Chapter 14 of the Connecticut General Statutes, defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

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

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

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

E. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel identified in the response to this RFP as 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 unless specifically requested by DEEP. While changes are not permitted, clarification of proposals may be required by DEEP at the Proposer's sole cost and expense.

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

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

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

L. A Proposer shall not initiate or undertake the Scope of Work described in the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by DEEP and by the State Attorney General's Office, if required. The contract may be amended only by means of a written instrument signed by DEEP, the Proposer, and the State Attorney General's Office, as applicable.

M. The DEEP reserves the right to award in part, or 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 or specifications of the RFP. 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 award 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 ab initio and of no effect as if no contract ever existed between DEEP and the Proposer.

12. 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 RFP. 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.

13. Submission Deadlines

Materials identified below shall be submitted to the Official Agency Contact at the address specified in this Request for Proposals by the dates and times listed.

Proposals may be mailed or hand delivered to the Official Agency Contact.

Written Questions may be mailed, faxed, or emailed to the Official Agency Contact.

The agency does not provide delivery confirmation. If you submit materials by mail and wish to have a delivery confirmation, you must arrange one with your mail carrier. Materials received after a deadline will not be accepted.

Deadlines are as follows:

- Written Questions are due by April 29, 2019
- First Round Proposals are due by 4:00 p.m. on May 13, 2019
- Extended Deadline for Submitting First Round of Proposals are due by 4:00 p.m. on June 11, 2019

14. Application Components

All applications must include Attachments A through E unless otherwise noted in these instructions. Check the appropriate box by each attachment being submitted as verification that all applicable attachments have been submitted. Please label all attachments as referenced in the application form and these instructions and be sure to include the name of the applicant as indicated on the application form.

Attachment A: Applicant Compliance Information Form

Section 22a-6m of the Connecticut General Statutes provides for DEEP review of an applicant's record of compliance with the environmental laws of Connecticut, any other state and the federal government.

Under the law, DEEP may consider the applicant's environmental compliance record, as well as the record of the applicant's principals and any parent companies or subsidiaries, when reviewing an application. All applications must include a completed *Applicant Compliance Information Form* (DEEP-APP-002) as Attachment A.

Attachment B: Design Information of the Proposed or Existing MSDF
For Construction/Purchase/Installation/ of a New MSDF or Repair or Upgrade of an Existing MSDF, submit as Attachment B, the design of the proposed or existing MSDF which contains specific design or upgrade components - use Appendix A *(Checklist for Plans and Specifications)* of the instructions as a guide.

Attachment C: Mobile Pumpout Vessel Operation and Maintenance Budget
Submit as Attachment C, a Mobile Pumpout Vessel Operation and Maintenance Budget, if applicable, as outlined under Part VI in the Application form of these instructions (sample budget form).

Attachment D: Agency Vendor Form
If you are not currently a vendor registered with the State of Connecticut Comptroller's office you should also include a completed Agency Vendor Form. This form may be downloaded at: www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf.
You may download the W9 form and instructions at: www.irs.gov/pub/irs-pdf/fw9.pdf.

Attachment E: Photographs of Existing MSDFs or Pumpout Vessels
Please submit as Attachment E, photographs of existing MSDFs and/or pumpout vessels for which you are requesting funding. (if applicable) Only digital or color prints will be accepted. Black and white or color photocopies will not be accepted.

Questions and Available Resources
Below is a list of possible resources for specific information required for completion of the application. The following Appendices of these instructions are to be used by the applicant to better complete the application for funding and to better understand the CVA Grant Program.

Appendix A: Checklist for Plans and Specifications
Appendix B: Clean Vessel Act – Application Evaluation Form
Appendix C: Funding Priorities
Appendix D: Terms and Conditions of Funding
Appendix E: Sample Contract

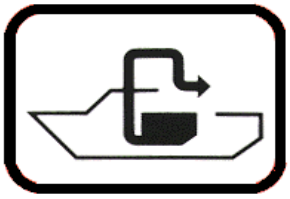
For the subject application form and instructions and other required documents visit the DEEP website at: www.ct.gov/deep/cva

Federal technical guidelines can be found at: http://www.gpo.gov/fdsys/pkg/FR-1994-03-10/html/94-5530.htm

Bid: RFP #DEP-BOR-CVA 2020, March 20, 2019

Clean Vessel Act Application Form

Connecticut Department of
Energy & Environmental Protection
Bureau of Outdoor Recreation
Boating Division



Clean Vessel Act – Opportunity for Funding the Construction, Installation, Purchase, Operation & Maintenance of Marine Sewage Disposal Facilities (MSDF)

Funded Through the Federal Clean Vessel Act

Application Form

All applicants must complete the entire application with the exception of Parts V, VI and VII. Complete Part V for funding of Operation and Maintenance Costs Associated with a Land-Based MSDF, complete Part VI for Operation and Maintenance Costs Associated with a Pumpout Vessel, and complete Part VII for Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel). Please complete this form in accordance with the instructions (DEEP-BOATING-CVA-INST-001). Be sure to read the instructions to complete each line item in this application correctly.

Part I: Applicant Information

1. Applicant Name: _____
   Contact Person: _____ Relationship to Facility: _____
   Mailing Address: _____
   City/Town: _____ State: _____ Zip Code: _____
   Business Phone: _____ ext. _____
   E-mail: _____
2. Federal Employer Identification or Social Security Number: _____

Part II: Eligibility and Application Type

1. Eligibility Checklist
   a. Will the MSDF be available for use by all **recreational** vessels in need of such facilities? ☐ Yes ☐ No
      If No, your project is not eligible to receive funding, *with the exception of Pumpout Vessel off loading stations which are eligible to receive funding.*
   b. Will the use of the MSDF be offered for free? ☐ Yes ☐ No
      If No, your project is not eligible to receive funding.
   c. Is the installation of a proposed MSDF, a result of a state or federal enforcement action? ☐ Yes ☐ No
      If Yes, your project is not eligible to receive funding.
2. Application Types - Check all that apply:

☐ **Operation and Maintenance Costs Associated with a Land Based MSDF**

☐ **Operation and Maintenance Costs Associated with a Pumpout Vessel**

☐ **Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel)**

Part III: Facility Information

1. Facility Name (if different from applicant name): _____

Location Address: _____

City/Town: _____ State: _____ Zip Code: _____

2. Latitude: _____ Longitude: _____

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

_____

4. Does the facility currently have operational MSDFs? ☐ Yes ☐ No

If yes, specify the types and number of each MSDF facility:

☐ stationary: # _____ ☐ cart-style: # _____ ☐ boat: # _____

☐ central vacuum system: # _____ ☐ dump station: # _____

☐ Other (specify type and number): _____

5. Provide an estimate of how many pumpouts will be conducted by the existing and/or proposed MSDF in a calendar year. (provide estimate based on prior year data, if available)

_____

6. If the applicant is seeking funding for Operation and Maintenance or repair/upgrade of an existing MSDF, please provide a description of the existing facility or Pumpout Vessel (include age and condition; include photographs as Attachment E to this application).

_____

Part IV: Proposal Information

1. Operating months, days and hours of the MSDF.

   Please be specific. This information will be posted on the DEEP website and the Boater's Guide. (Example: *May 15 through October 30, 7 days per week, 7:00 a.m. – 7:00 p.m.*):

   _____

2. If the applicant is seeking both Operation and Maintenance **and** Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel) funding, describe the planned start and end date for this phase of the project. (Example: March 1 through April 15)

   Project Completion Timeframe: _____

3. Specify the type and number of MSDFs for which you are requesting Operation and Maintenance funding:

   ☐ Stationary: # _____ ☐ Cart-style: # _____ ☐ Boat: # _____

   ☐ Central vacuum system: # _____ ☐ Dump station: # _____

   ☐ Other (specify type and number): _____

4. Does the facility have a fuel dock? ☐ Yes ☐ No

   If Yes, is the MSDF located on the fuel dock? ☐ Yes ☐ No

5. What is the proximity of the MSDF to the dock-mounted fuel dispenser, in feet: _____

6. At the location of the MSDF, what is the approximate depth of water, in feet, during low tide, in relation to the mean low water elevation: _____

7. Identify the proximity, in feet or nautical miles, of the MSDF closest to the nearest Federal Navigational Channel or Fairway: _____

8. Provide the following for boaters to contact the MSDF:

   a. Hailing frequency: _____

   b. Contact phone number: _____

   c. Website address: _____

Part V: Budget Information for Operation and Maintenance Costs Associated with a Land-Based MSDF

Please complete this section.

Enter the following information:

		Description		Total
1.	Personnel Types	Hourly rates	Estimated time	$ _____
	Administration	_____	_____	
	Program	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
2.	Contractual			$ _____
3.	Operating			$ _____
4.	Equipment (including repairs and upgrades/purchases)			$ _____
5.	Sewage Waste Removal			$ _____
6.	Supplies			$ _____
7.	Other (specify)			$ _____
	_____			
	_____			
8.	Total Eligible O&M Costs			$ _____
9.	Funding Requested = 75% of Total O&M Costs (multiply line 8 X 0.75)			$ _____

Attach additional sheets if needed.

Part VI: Budget Information for Operation and Maintenance Costs Associated with a Pumpout Vessel

Please complete this section.

Total Funding Requested **cannot exceed $45,000** per vessel.

Enter the following Information:

	Description		Total
1. Personnel Types	Hourly Rates	Estimated time	$ _____
Administration	_____	_____	
Program	_____	_____	
_____	_____	_____	
_____	_____	_____	
2. Contractual			$ _____
3. Operating			$ _____
4. Boat Expenses			$ _____
5. Equipment (including repairs, purchases, and upgrades)			$ _____
6. Sewage Waste Removal			$ _____
7. Supplies			$ _____
8. Other (specify)			$ _____
_____			
_____			
9. Total Eligible O&M Costs *(Total Costs from above)*			$ _____
10. Funding Requested = 75% of Total O&M Costs (*multiply line 9 X 0.75*) *(Funding requested from Pumpout Vessel budget above)*			$ _____

Attached additional sheets if needed.

For pumpout vessel programs with detailed budgets and costs, please attach a separate spreadsheet to document anticipated expenses and label "Attachment C".

Part VII: Budget Information for Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel)

Please complete this section.

Enter the following Information:

Description	Total
1. Equipment Upgrade/Purchase (specify): _____ _____ _____	$ _____
2. Construction/Installation Costs include Plumbing, Electrical and Site Work (specify): _____ _____ _____	$ _____
3. Supplies (specify) _____ _____ _____	$ _____
4. Total Construction/Purchase/Installation/Repair Upgrade (*Total of lines 1 through 3*)	$ _____
5. Funding Requested = 75% of Total Costs (*multiply line 4 X 0.75*)	$ _____

Attach additional sheets if needed.

Part VIII: Total Budget Information

Total Costs: $ _____ **Funding Requested** (75% of Total Costs): $ _____
(Part V, line 8 + Part VI, line 9 + Part VII, line 4) ***(Part V, line 9 + Part VI, line 10 + Part VII, line 5)***

Match (Dollar Value) to be Provided by Applicant (25% of Total Costs): $ _____
(Total Costs X 0.25) Please see Part VIII of the instructions for further details about match requirements.

Projects which provide more than 25% match will be more competitive.

Part IX: Supporting Documents

Check the applicable box below for each attachment being submitted with this application form. When submitting any supporting documents, please label the documents as indicated in this part (e.g., Attachment A, etc.) and be sure to include the applicant's name as indicated on this application form.

☐ Attachment A: *Applicant Compliance Information Form (DEEP-APP-002)

☐ Attachment B: For Construction/Purchase/Installation/ of a New MSDF or Repair or Upgrade of an Existing MSDF, submit as Attachment B, the design of the proposed or existing MSDF which contains specific design or upgrade components - use Appendix A of the of the instructions as a guide.)

☐ Attachment C: *Mobile Pumpout Vessel Operation and Maintenance Budget*: Submit as Attachment C a Mobile Pumpout Vessel Operation and Maintenance Budget, if applicable, as identified under Part VI of this Application form.

☐ Attachment D If you are **not** currently a vendor registered with the State Of Connecticut Comptroller's office you must also include a completed Agency Vendor Form. This form may be downloaded at: www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf. You may download the W9 form and instructions at: www.irs.gov/pub/irs-pdf/fw9.pdf.

☐ Attachment E: *Photographs of Existing MSDFs or Pumpout Vessels; digital or color prints only. Black and white or color photocopies will **NOT** be accepted.

* Required for all applications.

Part X: Applicant Certification

The applicant *and* the individual(s) responsible for actually preparing the application must sign this part. An application will be considered incomplete unless all required signatures are provided. If the applicant is the preparer, please mark N/A in the spaces provided for the preparer.

Funding provided through this grant program is provided by the U.S. Fish and Wildlife Service, Clean Vessel Act Program and is administered through Connecticut's Department of Energy and Environmental Protection – Boating Division. Funds awarded through this grant application process are to be used solely for allowable costs and expenses as identified within the application instructions and any contract between the grantee and the State of Connecticut.

Any funding provided through any subsequent State Contract is subject to audit and investigation by the U.S. Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

False statement(s) in the submitted information is punishable as a criminal offense pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute or regulation.

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

I understand that a false statement in the submitted information is punishable as a criminal offense, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute or regulation.

I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

I further certify, upon submission of this application, all of the following:

a) The application form and associated materials are complete and accurate;

b) All requested costs and expenses shall be used solely for allowable costs and expenses;

c) All requested costs and expenses shall be supported with original receipts, invoices or other supporting documentation; and

d) There shall be no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this grant application process."

Signature of Applicant	Date
Printed Name of Applicant	Title (if applicable)
Signature of Preparer	Date
Printed Name of Preparer	Title (if applicable)

☐ Check here if additional signatures are required. If so, please reproduce this sheet and attach signed copies to this sheet. You must include signatures of any person preparing any report or parts thereof required in this application (i.e., marine architects, professional engineers, surveyors, consultants, etc.)

Note Please submit this completed Application Form and supporting documents to:

SARA GANZER
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
79 ELM STREET, 6TH FLOOR
HARTFORD, CT 06106

Appendix A: Checklist for Plans and Specifications

This appendix must be used as a guide for the design submittal of a new MSDF or repair or upgrade of an existing MSDF. Label all design attachments in accordance with this checklist and be sure to include the name of the applicant on all design documentation submitted as Attachment B to the application.

☐ Plans:

1. A location map must be prepared showing the vicinity of the site. A portion of a U.S.G.S. Quadrangle map or a portion of a NOS Navigation chart is usually a good location map;
2. A plan view to scale must be prepared to show the proposed equipment installation;
3. Cross section and/or profile view(s) to scale must be prepared to show the proposed equipment installation;
4. Show the location of water lines and note required separation distances.

Provide notes on plan sheets, which include the specifications and details of installation requirements.

☐ Specifications: All designs must be completed in accordance with the applicable provisions of TR-16 (NEIWPCC) and Clean Vessel Act Technical Guidelines published by the U.S. Fish and Wildlife Service (http://fawiki.fws.gov/pages/worddav/preview.action?fileName=cvapog.pdf&pageId=59931152), to remove sanitary wastes from Marine Sanitation Device (MSD) holding tanks onboard boats and/or receive wastes from marine portable toilet holding tanks as applicable to your installation:

☐ 1. Performance standards

Specify the performance standards applicable to your installation. These standards identify what you want the equipment to actually do.

a. the number of gallons per minute of sanitary wastes to be pumped (***a minimum of 10 gallons per minute is required***);
b. the horizontal distance that waste will be pumped;
c. the vertical distance that waste will be pumped;
d. whether the waste will be discharged to a municipal sanitary sewer system or to a waste holding tank as applicable to your installation;
e. The volume of the holding tank for systems not directly connected to a municipal sanitary sewer. ***If such a holding tank is required then a high-level alarm/automatic shutoff mechanism must be specified***. Holding tanks are not required in systems directly connected to municipal sanitary sewers.

☐ 2. Equipment

Provide a detailed list of the equipment needed to meet the performance standards specified above.

Appendix A: Checklist for Design Plans and Specifications (continued)

☐ 3. Plumbing

a. Specify the length and material type of piping required to move the pumped or dumped waste into either a sanitary sewer or a holding tank. If there is a remote station on a floating dock then the hose connecting to the upland must be flexible;
b. Specify the length and material type of any piping required to provide clean water for rinsing MSDF holding tanks or marine portable toilet holding tanks;
c. Specify the fittings required to connect the piping.
d. Specify the plumbing installation location(s) and any other specifications detailing installation requirements.

If sanitary wastes from the site are currently pumped to the municipal sanitary sewer system, modification of the pump station to accommodate either the additional flow or connection of additional plumbing may have to be specified. The waste line from the pumpout or dump station must be plumbed so that waste pumped under pressure cannot be diverted to other waste connections should a blockage occur downstream of those connections.

☐ 4. Electrical

a. Specify the type and approximate length of electric power cables to be installed;
b. Specify the type and approximate length of remote control cable (if required);
c. Specify any required control panel, conduit, fittings or cable hangers;
d. Specify the electrical installation location(s) and any other specifications detailing installation requirements.

☐ 5. Trenching/Excavation

a. Specify the depth, width and length of any required trenching or excavation;
b. Specify any backfilling and surface restoration requirements to accommodate plumbing or electrical components. Include any bedding material required, and specify whether or not any excavated material shall be relocated on or off site to accommodate the new bedding materials.
c. Specify any required separation between waste and water lines.

☐ 6. Other

a. Floodproofing shall be required if there is a potential for the equipment to be damaged by flooding;
b. Any necessary replacement parts or disposable service items required for one year of operation.
c. Location and type of any electronic or computerized pump monitoring device(s) that must be installed to provide for accurate reporting of gallons pumped.

Appendix B: Clean Vessel Act - Application Evaluation Form

(to be completed by CT DEEP CVA Grant Program – for applicant's reference only)

Applicant Name	
Municipality(ies)	
Waterbody (ies)	
Proposal (Federal Share)	
Match	
Total Cost	

Eligibility Criteria (please answer yes or no. A no response to any of the questions below renders the application ineligible for funding)

1. Application package is complete and signed. ☐ Y ☐ N
2. Applicant provides free pumpouts to the general public. ☐ Y ☐ N
3. Project is for purchase, construction, installation or maintenance (no design costs) of an MSDF which is not required by a state of federal action. ☐ Y ☐ N

Please score each category from 0 - 10, with 10 being the highest score. Final scores are the average of all applicable categories. Facilities with both stationary facilities and vessels, use all categories.
NOTE: Pumpout Vessels or equipment use 1 through 7. Shore facilities use 1 through 10.

	Category	Points	Score
1	Meets a CVA geographic service area priority (Appendix C)	0-10	
2	Meets CVA general operational priorities (Appendix C - one point per priority)	0-10	
3	Proposes Construction of a New MSDF	Y = 10; N = 0	
4	Proposes Renovation or Maintenance of an Existing MSDF	Y = 10; N = 0	
5	Match Provided (25% = 5 points, 26%-49% = 7 points, 50% or more = 10 points)	0-10	
6	Hours of Operation Provided (more days/hours = higher score)	0-10	
7	Prior CVA Administration Performance (if first time applicant, leave blank)	0-10	
8	Location of MSDF in Relation to Fuel Dock (enter 0 if no fuel dock is present)	0-10	
9	Adequate Depth at MLW (6-7' is preferable)	0-10	
10	Location of MSDF in Relation to Channel	0-10	
		TOTAL	
		AVERAGE	

Reviewer Comments:

Reviewer Name: **Date:**

Appendix C: CT DEEP Clean Vessel Act Funding Priorities 2020 Boating Season

DEEP reserves the right to adjust its priorities based on environmental conditions or unforeseen events, including spills and significant storm events.

Service Areas

The program has identified the following geographic areas as priority service areas for the 2020 boating season:

A. New Services areas or those not serviced during the 2020 Boating Season, including:
   1. Additional stationary pumpout facilities in New Haven, New London and Stamford Harbors, and in the Connecticut River between Middletown and Hartford
   2. A new Pumpout Vessel Service in Southport Harbor and Ash Creek in Fairfield

B. All existing service areas currently operational as identified in the DEEP interactive pumpout map remain priorities for the 2020 Boating season. Please see the updated version of this map for additional detail on funded areas. www.ct.gov/deep/pumpoutdirectory

Operational Priorities

Individual proposals should consider the following CVA priorities regarding the installation or repair of Marine Sanitation Device Facilities as identified by DEEP below.

A. General

1. Pumpout stations should be easily accessible to vessels navigating in the channel; a location visible from and convenient to a navigation channel, anchorage, or fairway is preferable;
2. A gas dock location is preferable. There should be sufficient dock length so that a vessel being serviced by a pumpout attendant does not obstruct access to the fuel service; the ability to use spill containment booms shall not be compromised by the presence or operation of the pumpout facility;
3. Dock location should allow for easy maneuvering of vessels approaching and leaving the pumpout station site and adequate area so that vessels waiting for or receiving service do not create a navigational hazard for other vessels;
4. Dock location should provide adequate depth at mean low water so that no vessels are excluded from being serviced at the facility (in general, 6-7 feet of water is sufficient);
5. If a dump station is also needed in the area, it is preferable to have both pumpout and dump station at the same facility;
6. The facility should be capable of staffing the pumpout station daily from May 15 through October 30, a minimum of 10 hours per weekend day, and 8 hours per weekday or be self - service 24 hours per day, 7 days per week;
7. If municipal sewer service is available in an area, priority will be given to facilities that have a direct hook-up to the sewerage system;
8. A facility with substantial upland area will be preferable to a facility with little or no upland area when no public sewers are available and a storage tank for the vessel waste must be constructed (space required for septage hauling truck to pump tank on a regular basis);

Appendix C: CT DEEP Clean Vessel Act Funding Priorities 2020 Boating Season

1. Consideration will be given to the number and sizes of vessels that a facility caters to on a regular basis (i.e., facility that caters to a significant number of vessels large enough to have installed holding tanks would be a better candidate for a pumpout facility than a facility that caters exclusively to vessels 22 feet or less);
2. The facility should be conveniently located in relation to the majority of vessels using the area (e.g. A facility near the mouth of a harbor would be preferable to a facility at the head of the same harbor. If there will be more than one pumpout station in the area, their locations should be such that they are well distributed and not clustered; in the case of a dump station in a boat launch area, it should be convenient to boaters returning to the boat launch).

B. Constructing New Facilities:

1. The Department will give priority to specific geographic areas listed in this RFP that have been identified as having a particular need, and that lack adequate pumpout and/or dump stations;
2. The Department will give priority to specific geographic areas listed in this RFP that have been identified as having a particular need and where the number of existing pumpout facilities is not adequate to meet the need.

C. Renovating and Maintaining Existing Facilities:

1. In prioritizing existing facility renovation or maintenance projects, the Department will give priority to those existing facilities that support the highest number of transient and moored vessels of a size to include an MSD;
2. Pumpout location should be easily accessible to vessels navigating in the channel;
3. A gas dock location is preferable;
4. Dock location should allow for easy maneuvering of vessels approaching and leaving the pumpout station site and adequate area so that vessels waiting for or receiving service do not create a navigational hazard for other vessels;
5. Dock location should provide adequate depth at mean low water so that no vessels are excluded from being serviced at the facility) in general, 6-7 feet of water is sufficient);
6. Facility should be capable of staffing pumpout station daily from May 15 through October 30, a minimum of 10 hours per weekend day, and 8 hours per weekday or be self-service 24 hours per day, 7 days per week;
7. Facility should be conveniently located to the majority of vessels using the area.

Appendix D: Terms and Conditions of Funding

A. General

Funding may be authorized only for those proposals deemed eligible. All funding determinations will be at the discretion of the Commissioner and shall not exceed 75% of a project's budgeted costs. If the applications received seek funding in excess of what is available to DEEP, projects will be selected using selection criteria identified in these instructions. If an application seeks funding in excess of what is deemed necessary to operate a facility based on prior CVA Program payment history and reasonable cost estimates, DEEP reserves the right to reduce specific budget line items to maximize efficient use of federal program funds. DEEP reserves the right to issue modified grant awards. The Commissioner reserves the right to reject any proposal.

1. Funding for qualified proposals will be finalized by the execution of a grant agreement between the proposing party and the state using the state's contract forms and standard terms and conditions. A final scope of work and detailed budget will be part of the grant agreement. The Connecticut CVA program operates solely as a reimbursement program. Requests for reimbursement will be required to include documentation of payments made in relation to an invoice. No work conducted before the final execution of the grant agreement as defined by the standard terms and conditions of the contract will be eligible for reimbursement. The grant agreement is a contract and will require, among other things, that the facility owner maintain, and submit annually to DEEP, a MSDF Use Log, Maintenance Log and Disposal Log (for systems that are not directly hooked up to a municipal sanitary sewer system).

2. Funds awarded may be expended on such project elements as, equipment and supply purchases directly related to the operation and maintenance of a MSDF, electrical and plumbing contractors performing installation, construction, repair or upgrades, personnel costs directly related to the operations and maintenance of a MSDF, site preparation, installation of the MSDF or dump station, purchase of a pumpout boat, and sewage removal and disposal costs. All project expenses are subject to final approval for reimbursement by DEEP staff. DEEP reserves the right to reject reimbursement requests that are not reasonable and necessary and to assign items to part of the required match, as necessary.

3. Funded facilities shall post in prominent locations, signs (to be provided by DEEP) crediting CVA program funding.

4. Applications must identify and be signed by an individual authorized by the Facility to enter into agreements. A signed (and sealed with the corporate seal if one exists) signature resolution may be required at the time of the signing of the grant agreement.

B. Projects Which Include Construction or Installation of an MSDF, Including Purchase of a Pumpout Vessel

1. The grant agreement will govern any award of funding for the construction or installation of the MSDF or for the purchase of a pumpout vessel, including any site preparation identified as required by the design of the MSDF as signed and stamped by a Professional Engineer or other qualified professional. All new facilities funded by CVA grants must be designed in accordance with the DEEP's "A Guidebook for Marina Owners and Operators for the Installation and Operation of Sewage Pumpout and Dumping Stations".

2. If the applicant has also applied for operation and maintenance (O&M) funding, the grant agreement may also include funding for O&M activities for that boating season.

3. For purchase of vessels, any additional work to be conducted by the grantee to ensure the vessel is ready for use as a pumpout vessel must be included as part of the budget amount to be eligible for reimbursement, including separate budget amounts for personnel conducting this work and equipment purchases associated with this work.

C. Projects Which Include Operations & Maintenance Activities

1. O&M funding is for the boating season of the requested calendar year through December 31 of that calendar year. Funding runs from year to year and is not guaranteed based on a previous award.

2. Funding for 75% of documented O&M costs will be released following submission of an annual request for reimbursement, with required attachments, to DEEP, including documentation of payments made for eligible costs incurred during the previously completed boating season. All payments for which reimbursement is sought must have been made during the applicable boating season to be eligible for reimbursement. DEEP reserves the right to hold the release of funds until it is satisfied that all payments for which reimbursement is sought have been made and invoices associated with those payments are left with no remaining balance. DEEP reserves the right to confirm this information independently with vendors. Equipment may be inspected personally to ensure it is on the grantee's site and in its possession for use in the program.

Affirmative Action, Equal Employment Opportunity and Americans with Disabilities

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 (ADA). 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.

Appendix E: Sample Contract

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

Calendar Year 20XX Boating Season
Clean Vessel Act Grant Program

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.
P.O.

CONTRACTOR

(3) CONTRACTOR NAME: «Recipient»

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR ADDRESS: «Street1», , «City», «State» «Zip»

CONTRACTOR FEIN/SSN: «FEIN»

STATE AGENCY

(5) AGENCY NAME AND ADDRESS: Department of Energy and Environmental Protection - 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.: DEP43000

CONTRACT PERIOD

(7) DATE (*FROM*): «BeginDate»

THROUGH (*TO*): «EndDate»

(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

(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 10

Standard Terms and Conditions are contained in Pages 2 through 10 and are attached hereto and made a part hereof.

Operation and Maintenance Costs Associated with a Land Based MSDF, Operation and Maintenance Costs Associated with a Pumpout Vessel, Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel)

COST AND SCHEDULE OF PAYMENTS

(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 one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of $«AwardAmt».

(11) OBLIGATED AMOUNT: $«AwardAmt»

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
$«AwardAmt»	DEP44434	12060	20954	64012	DEPA000020071XX	15505X	2017			55050

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

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

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE:_____ DATE:_____

SAMPLE

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

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

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

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

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

"Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

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

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

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

"mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

"minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

"public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or

SAMPLE

relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

3. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions

SAMPLE

survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent

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

4. Anti-Trust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
5. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
6. Definitions:

(a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

(b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

(c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

(d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

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

(f) Claim. The definition of which is: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(g) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars ($25,000.00) or more, by the authorized representative of the state Attorney General's office.

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

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

(j) Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(k) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

7. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication

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of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

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

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

years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

17. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

18. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

19. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," see attached.

20. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

21. Termination.

(a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

(c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties,

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agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

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

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

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

24. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

25. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

26. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

27. Confidential Information. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

28. Protection of Confidential Information.

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

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b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
   1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
   2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
   3) A process for reviewing policies and security measures at least annually;
   4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
   5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

29. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

30. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

31. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General

Statutes, including, but not limited to, §12-411b.

32. Discharge of sewage to waters of the state. In accordance with Section 22a-430-3(k) of the Regulations of Connecticut State Agencies, within two hours of any discharge of sewage from a pumpout facility to a water of the state or to the ground, the owner or operator of such facility shall report such discharge to the Director of the Permitting, Enforcement and Remediation Division of the DEEP during normal business hours at (860) 424-3018, to the Department's Emergency Response Unit at all other times at (860) 424-3338, and to the Director of Health in each affected municipality.
33. Registration for DEEP Stormwater General Permit. If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.
34. Sale of Docking Facility. The owner or operator of a docking facility to receive grant funds will, if the docking facility is to be sold, and upon sale of the docking facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.
35. Title to Equipment. Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.
36. Non-Federal Match Documentation. The Contractor shall contribute at least 25% of the Total Project Cost as cost sharing or non-federal match. Such cost sharing or match may be provided as cash costs or third party in-kind services provided such services are reasonable and necessary for grant purposes. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85 ; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall submit a summary of the valuation to DEEP.
37. Program Income. Income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per 50 CFR Part 85; and 2 CFR 200 as applicable and as adopted in regulation by 2 CFR 1402.100 Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the subgrantee did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.
38. Allowable Costs. All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Applicable CFRs are located at the following websites:
    https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-subtitleA-chapII.pdf
    https://www.gpo.gov/fdsys/pkg/CFR-2015-title50-vol9/pdf/CFR-2015-title50-vol9-part85.pdf
39. Entertainment Costs. In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are **not** allowable expenses.
40. Contract Work Hours and Safety Standards Act. If this Contract funds construction that exceed $100,000.00 or other work that involves the employment of mechanics or laborers that exceeds $2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: https://www.dol.gov/whd/govcontracts/cwhssa.htm.
41. Suspension and Debarment. The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at http://epls.arnet.gov/. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
42. Copeland "Anti-Kickback" Act. *(18 U.S.C. 874 and 40 U.S.C. 276c)*—If this Contract is in excess of $100,000.00 for construction or

repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding funds provided in this Contract in excess of $100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.

43. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:

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

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

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

Briefly, those measures are to:

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

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

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

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

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APPENDIX A
SCOPE OF WORK

Purpose:

Operation and Maintenance Costs Associated with a Land Based MSDF: To continue the operation and maintenance of a no cost Marine Sewage Disposal Facility (MSDF) to the public at «Recipient» located in «City», «State» for the ____ calendar year boating season.

Operation and Maintenance Costs Associated with a Pumpout Vessel: To operate and maintain in good operating condition a marine sewage pumpout boat in the *insert waterbody* for the 20__ calendar year boating season. The boat shall be available at no-cost to the recreational boating public.

Construction/Purchase/Installation of a new MSDF or repair or upgrade of an existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel): To design, purchase, install, operate and maintain a Marine Sewage Disposal Facility (MSDF) located at «Recipient» in «City», «State», which shall be available for the public for the 20__ calendar year boating season.

Description: The Contractor agrees to conduct the following Award Types:

Award Type

- **Operation and Maintenance Costs Associated with a Land Based MSDF**:
  The owner or operator of «Recipient» (the Contractor) shall operate and maintain, *insert waterbody*, a MSDF which shall include: providing trained staff to run the MSDF, maintaining the MSDF in good operating condition, equipment repairs, supplies, properly disposing of waste, and operating the MSDF during normal business hours.

- **Operation and Maintenance Costs Associated with a Pumpout Vessel**:
  The «Recipient» (the Contractor) shall administer a pumpout boat program which shall include: providing trained staff to operate the boat, maintaining the boat in good operating condition, and properly disposing of waste collected.

- **Construction/Purchase/Installation of a new MSDF or repair or upgrade of an existing MSDF (including purchase or repair/upgrade of a pumpout vessel)**:
  «Recipient» (the Contractor) shall design, purchase, install and maintain in good operating condition a MSDF including, where applicable, providing trained staff and adequate instructions to operate and/or assist customers in operating the MSDF; properly disposing of waste; and operating the MSDF during normal business hours.

More specifically, the project shall consists of the following tasks:

Operation and Maintenance Costs Associated with a Land Based MSDF

1. **Budget:** The Contractor shall adhere to the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown. Department of Energy and Environmental Protection (DEEP) shall determine the availability of funding to cover the additional project components and notify the Contractor of such availability.

2. **Operation and Maintenance of pumpout/dump stations:** The Contractor shall operate and maintain the pumpout and dump stations constructed, renovated, operated, or maintained with such grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel available

SAMPLE

3. to facilitate operation of the pumpout; appropriate protective clothing (such as gloves) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs must include only the actual time spent operating, maintaining or repairing the MSDF.

4. **Public access to pumpout/dump stations:** The Contractor shall allow all recreational vessels access to and service at pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds, for the full period of their useful life. The MSDF must continue to be located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks. Relocation of pumpouts may not occur without written authorization of the DEEP.

5. **Signs and symbols:** The Contractor shall install and/or maintain signs provided by the DEEP in a manner to be clearly visible and to direct boaters entering such facility to pumpout and dump stations. Appropriate information signs, provided by the Contractor, shall be installed and/or maintained at pumpout and dump stations indicating restrictions, hours of operation, operating instructions (if applicable), and a contact name and phone number to call in case of emergency or if the MSDF is inoperable. All such signs shall acknowledge that the MSDF was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout facility is operated and maintained with funds provided by the Connecticut Department of Energy and Environmental Protection, authorized by the Federal Clean Vessel Act."

6. **Fee charges for use of facilities:** The Contractor may not charge a fee for each use of the pumpout/dump stations constructed, renovated, operated or maintained with such grant funds. The Contractor shall make a good faith effort to promote use of the pumpout/dump stations constructed, renovated, operated, or maintained with such grant funds, and is encouraged to include as part of this promotion the provision of free pumpout/dump station service. A fee shall not be charged without the prior approval of the DEEP.

7. **Records:** The Contractor shall maintain written records of the use and maintenance of the pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds over the full period of their useful life. Such records shall include date, day of week, and number of gallons pumped for each use of the pumpout station; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank, the identity of the person(s) that removes and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request.

    a) The Contractor shall submit the records (See Appendix D) and invoice (See Appendix E) to the DEEP no later than January 15, ____. During the period of this contract and any amendment thereto, such records shall also include a summary of payroll records documenting operations & maintenance activities.

    b) Following expiration of this contract or any amendment thereto, the Contractor shall submit the records (See Appendix D) annually on or before January 15th of the following calendar year in each year of the useful life of the pumpout station.

8. **Porta-potty dump stations:** The Contractor shall not allow land-based restrooms to be used for the emptying of portable toilets.

9. **Pumpout equipment:** All pumpout and dump station locations shall include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system (see Disposal of vessel sewage, below).

10. **Disposal of vessel sewage:** The Contractor shall (1) obtain and maintain approval for the increased flow of sewage to a publicly-owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage; or (2) obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such sewage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of

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receiving and storing pumpout facility waste shall not be used to receive or store waste from any other source unless specifically approved for such use by the local Health Department and the Connecticut Department of Public Health. The MSDF must be used for the collection of boat sewage only (no bilge or oily waste shall be collected).

11. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of the DEEP has the right to withhold funds if the MSDF is found to be out of compliance with such statutes, regulations or permit requirements.

12. **Hours of Operation:** The Contractor shall operate the MSDF during normal hours of operation of the marina, *insert hours*, unless the DEEP provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted on a sign at the pumpout facility location.

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

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

13. **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.

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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:

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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.

Operation and Maintenance Costs Associated with a Pumpout Vessel

1. **Budget:** The Contractor shall adhere to the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown. DEEP shall determine the availability of funding to cover the additional project components and notify the Contractor of such availability.

2. **Administration:** The Contractor shall administer a pumpout boat program to provide at no charge convenient pumpout service utilizing a marine sewage pumpout boat in _____. The boat must be used for the collection of boat sewage only (no bilge or oily waste shall be collected).

3. **Disposal of Waste from the Pumpout Boat:** The Contractor shall own, or have a written agreement with, one or more land-based Marine Sewage Disposal Facilities (MSDF), allowing the pumpout boat to properly dispose of the waste material collected. In the case of a land based MSDF owned by the Contractor, the Contractor shall (1) obtain and maintain approval for increased flow to a publicly-owned treatment works (wastewater treatment plant); or (2) obtain and maintain a valid contract, with a schedule for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such septage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing pumpout facility waste shall not be used to receive or store waste from any other source. In the event of a written agreement, a copy of such agreement must be filed with the DEEP prior to receiving reimbursement payments for any operations and maintenance costs.

4. **Signs and symbols:** The Contractor shall install and/or maintain signs/lettering on the boat clearly visible to boaters advertising the availability of the service and telephone number/radio frequency identifying how to contact the pumpout boat. Appropriate information signs shall be prepared, installed and maintained, restrictions, hours of operation, and a contact name and phone number to call. All such signs shall acknowledge that the facility was constructed, improved, operated or maintained with funds from the Clean Vessel Act and shall include logos acknowledging support of the Sport Fish Restoration Program and Clean Vessel Act. Logos are available from DEEP in electronic format upon request of the Contractor. Suggested language for such acknowledgment is: "This pumpout boat is operated and maintained with funds provided by the Connecticut Department of Energy & Environmental Protection, authorized by the Federal Clean Vessel Act." Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this contract.

5. **Fee charges for use of facilities:** The Contractor may not charge a fee for each use of the pumpout boat constructed, renovated, operated, or maintained with such grant funds. The Contractor shall make a good faith effort to promote use of the pumpout boat constructed, renovated, operated, or maintained with such grant funds, and is encouraged to include as a part of this promotion the provision of free pumpout service. A fee shall not be charged without the prior approval of the DEEP.

6. **Public Access to Pumpout Boat**: The Contractor shall allow all recreational vessels access to and service from any pumpout boat constructed, renovated, operated, or maintained with these grant funds, for the full period of their useful life of the pumpout boat.

7. **Operations and Maintenance of Pumpout Boat**: The Contractor shall safely operate and maintain any pumpout boat purchased, operated, or maintained with such grant funds to function for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel to operate the pumpout boat with all federally

required safety equipment; provide and ensure appropriate personal protective equipment usage (such as gloves, eye protection, rubber boots, and personal floatation devices) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs under this contract include only the actual time spent operating, maintaining or repairing the boat and administering the program.

The Contractor shall provide a U.S. Coast Guard approved personal floatation device (PFD) to persons on board and require that persons on board wear an approved PFD at ALL times while performing their duties including on docks and customer boats while boats are being serviced. The PFD must properly fit each individual. Prior to each use, personal flotation devices shall be inspected for dry rot, chemical damage, or other defects which may affect their strength and buoyancy. Defective personal flotation devices shall not be used.

8. **Records:** The Contractor shall maintain written records of the use and maintenance of the pumpout boat operated and maintained with these grant funds over the full period of the useful life of the boat. Such records shall include date, day of week, and number of gallons pumped for each use of the pumpout boat; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank, the identity of the person(s) that removed and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request.

   a) The Contractor shall submit the records (See Appendix D) and invoice (See Appendix E) to the DEEP no later than January 15, ____. During the period of this contract and any amendment thereto, such records shall also include a summary of payroll records documenting operations & maintenance activities.

   b) Following expiration of this contract or any amendment thereto, the Contractor shall submit the records (See Appendix D) annually on or before January 15th of the following year in each year of the useful life of the pumpout boat.

9. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of DEEP has the right to withhold funds if the boat is operated in a manner that is out of compliance with such statutes, regulations or permit requirements.

10. **Completion of Project**: The Contractor shall complete all project elements as specified in the scope of work. Failure to implement the entire project within the agreed schedule may result in the recovery by DEEP of any funds paid to the Contractor under this agreement.

11. **Hours of Operation:** The Contractor shall operate the pumpout boat from __a.m. to __p.m. __ days per week from _____through _____of each year, weather and safety permitting, unless the Department provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted in informational material available to the public.

12. **Boating Accident Report:** All operators of vessels involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their own vessel or the people aboard. The operator must also give his/her name, address and vessel identification number to the other operator(s) or owner of the damaged property.

    Operators involved in a boating accident which results in any of the circumstances noted below shall ***immediately*** notify the nearest law enforcement agency with jurisdiction in the area and, ***not later than 48 hours after the accident***, report the matter on a form provided by the Department of Energy & Environmental Protection, (DEEP) Boating Division.

    a) The death of any person from whatever cause.
    b) The disappearance of any person from on board.
    c) The injury of any person sufficient to require medical attention beyond simple first aid.

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Any accident in which the total damages to all property affected is in excess of $500 must be reported by the operator not later than ***5 days after the accident*** on forms provided by the DEEP. The form can be downloaded by visiting the DEEP website: www.ct.gov/deep/boataccidentreport. The operator of the vessel must make out the report, if they cannot do so, the vessel's owner or a survivor of the accident must initiate the report.

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

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

14. **ADA Publication Statement:**

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

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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:

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>
> This video with closed captioning is available at www.ct.gov/deep.

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Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a Pumpout Vessel)

1. **Budget:** The Contractor shall adhere to the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown. DEEP shall determine the availability of funding to cover the additional project components and notify the Contractor of such availability.

2. **Design Preparation:** The Contractor shall design, or have designed by an appropriately licensed professional or firm, a Marine Sewage Disposal Facility. Costs for such design are not eligible for reimbursement. Such design shall include applicable items on the attached Plans and Specifications Checklist (see Appendix F). Such design shall include all components required by health officials and/or regulatory authorities. Once completed, the MSDF design plans must be submitted to the Department of Energy and Environmental Protection (DEEP) for review and written approval. DEEP shall review the designs and notify the Contractor of its findings, in writing, within 30 days of receipt. Such review shall include a determination of any DEEP permits required to install the MSDF.

3. **Permits**: Following completion and DEEP's written approval of the design work and the determination of DEEP permit requirements, the Contractor shall contact municipal officials to determine if any local permits are required for the construction phase of this project. A holding tank being installed for the purpose of receiving and storing pumpout facility waste must be approved by the Public Health official for the municipality in which the facility is located and the Connecticut Department of Health and Addiction Services, Environmental Engineering Section (phone: (860) 509-7296). A listing of all required permits and their associated costs shall be forwarded to DEEP along with the budget (see Appendix C) for the construction and operation and maintenance phases of this project. Once a determination of the required permits has been made, the Contractor shall apply for all appropriate permits. No construction work shall commence until all required permits and approvals have been obtained. Should permitting by authorities other than DEEP result in a change in the design approved by DEEP pursuant to paragraph 1 above, such change shall be reviewed and approved in writing by DEEP prior to solicitation of quotes or bids by the Contractor.

4. **Construction Quotes/Bids**: At least three quotes or bids for the purchase of equipment and associated construction/installation work shall be sought by the Contractor in an attempt to obtain the best value for equipment and services. The Contractor shall provide a copy of the approved design plans to all vendors being solicited to perform the construction/installation activities. A brief description of the bidding and selection process, along with the identification of the selected vendor(s) must be submitted to DEEP. If the selected vendor(s) is/are not the lowest bidder(s), a justification for use of the selected vendor(s) must be submitted in writing to DEEP for review and written approval. Such approval is required prior to the finalization of the contract with the vendor(s).

5. **Construction Schedule**: Construction of the funded MSDF must be completed by _____ _____ and the DEEP shall be notified in writing within 30 days of such completion. DEEP staff shall inspect the site within 30 days of notification of completion to verify that the project has been built in accordance with the approved plans and specifications.

6. **Signs and Symbols**: The Contractor shall install signs provided by the DEEP in a manner to be clearly visible and to direct boaters entering such marina to pumpout and dump stations. Appropriate information signs, provided by the Contractor, shall be installed at pumpout and dump stations indicating restrictions, hours of operation, operating instructions (if applicable), and a contact name and phone number to call in case of emergency or if the MSDF is inoperable. All such signs shall acknowledge that the MSDF was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout facility was built (or improved) with funds provided by the Connecticut Department of Energy & Environmental Protection, authorized by the Federal Clean Vessel Act."

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7. **Fee charges for use of facilities**: The Contractor may not charge a fee for each use of the pumpout/dump station constructed, renovated, operated, or maintained with such grant funds. The Contractor shall make a good faith effort to promote use of the pumpout/dump stations constructed, renovated, operated, or maintained with such grant funds, and is encouraged to include as part of this promotion the provision of free pumpout/dump station service. A fee shall not be charged without the prior approval of the DEEP.

8. **Public access to pumpout/dump stations:** The Contractor shall allow all recreational vessels access to and service at pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds, for the full period of their useful life. The MSDF must be located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks.

9. **Operation and Maintenance of Pumpout/Dump Stations**: The Contractor shall operate and maintain the pumpout and dump stations constructed, renovated, operated, or maintained with such grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel available to facilitate operation of the pumpout; appropriate protective clothing (such as gloves) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs must include only the actual time spent operating, maintaining or repairing the MSDF.

10. **Records:** The Contractor shall maintain written records of the use and maintenance of the pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds over the full period of their useful life. Such records shall include date, day of week, and number of gallons pumped for each use of the pumpout station; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank, the identity of the person(s) that removes and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request. Following completion of each year's boating season, but not later than January 15th of the following calendar year, the Contractor shall submit such documentation to:

    Kate Brown
    DEEP – Boating Division
    P.O. Box 280, 333 Ferry Road
    Old Lyme, CT 06371-0280

11. **Porta-potty dump stations:** The Contractor shall not allow land-based restrooms to be used for the emptying of portable toilets.

12. **Pumpout equipment:** All pumpout and dump station locations shall include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system (see Disposal of vessel sewage, below).

13. **Disposal of vessel sewage:** The Contractor shall (1) obtain and maintain approval for the increased flow of sewage to a publicly-owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage; or (2) obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such sewage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing pumpout facility waste shall not be used to receive or store waste from any other source unless specifically approved for such use by the local Health Department and the Connecticut Department of Public Health. The MSDF must be used for the collection of boat sewage only (no bilge or oily waste shall be collected).

14. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of the DEEP has the right to withhold funds if the MSDF is found to be out of compliance with such statutes, regulations or permit requirements.

15. **Completion of Project**: The Contractor shall complete all project elements as specified in this Scope of

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Work. Failure to implement the entire project within the agreed schedule may result in the recovery by DEEP of any funds paid to the Contractor under this Contract.

16. **Hours of Operation:** The Contractor shall operate the MSDF during normal hours of operation of the marina, and at a minimum from Memorial Day through Labor Day, six hours per day, including weekends ***[or specify other hours]***, unless the DEEP provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted on a sign at the pumpout facility location.

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

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

18. **ADA Publication Statement:**

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> 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.

SAMPLE

This video with closed captioning is available at www.ct.gov/deep.

SAMPLE

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is _____ dollars and ____ cents ($«AwardAmt»).

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) The contractor will be responsible to ensure correct Invoice Form A (cash and non-cash) or Form B (cash only). Form A and Form B can be found on Appendix E.

b) Reimbursement Amount shall be released following DEEP's receipt and approval of expenditure invoices submitted on Form A (Appendix E) or Form B (Appendix E) attached hereto.

c) Following completion of each year's boating season, but not later than January 15th of the following calendar year, the Contractor shall submit such documentation to:

Kate Brown
DEEP – Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

The DEEP shall review the Logs and Invoices and may, at its discretion, deny or reduce payment to the Contractor if the Logs or Invoice contains insufficient information or erroneous data. Expenses incurred prior to January 1, 20___ or contract execution (whichever comes later) will not be reimbursed nor can they be calculated as match toward the Reimbursement Amount.

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

SAMPLE

APPENDIX C
BUDGET INFORMATION

Budget Information

Contract/PSA #:		**PO #:**	
Vendor Name:		**Program:**	
Contract Period:			

Please select/check only one Award Type:

Check "x" Below

_____ Operation and Maintenance Costs Associated with a Land Based MSDF

_____ Operation and Maintenance Costs Associated with a Pumpout Vessel

_____ Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase or repair/upgrade of a pumpout vessel)

Cost Categories	**Funding Awarded** (Federal Share) 75% of Total Budget	**Match Budget** (Non-Federal Share) 25% of Total Budget	**Total Budget**
O&M Land Based MSDF:			
Personnel:			
Administration	$ -	$ -	
Program	$ -	$ -	
Contractual	$ -	$ -	
Operating	$ -	$ -	
Boat Expenses	$ -	$ -	
Equipment Repairs	$ -	$ -	
Sewage Waste Removal	$ -	$ -	
Supplies	$ -	$ -	
Construction/Installation Costs	$ -	$ -	
Other	$ -	$ -	
Subtotal O&M Land Based MSDF:	$ -	$ -	$ -
O&M Pumpout Vessel(s):			
Personnel:			
Administration	$ -	$ -	
Program	$ -	$ -	
Contractual	$ -	$ -	
Operating	$ -	$ -	
Boat Expenses	$ -	$ -	
Equipment	$ -	$ -	
Sewage Waste Removal	$ -	$ -	
Supplies	$ -	$ -	
Construction/Installation Costs	$ -	$ -	
Other	$ -	$ -	
Subtotal O&M Pumpout Vessel(s)	$ -	$ -	$ -
Construction/Purchase/Installation/ Repair/Upgrade:			
Personnel:			
Administration	$ -	$ -	
Program	$ -	$ -	
Contractual	$ -	$ -	
Operating	$ -	$ -	
Boat Expenses	$ -	$ -	
Equipment Upgrade/Purchase	$ -	$ -	
Sewage Waste Removal	$ -	$ -	
Supplies	$ -	$ -	
Construction/Installation Costs	$ -	$ -	
Other	$ -	$ -	
Subtotal Construction/Purchase/ Installation/Repair/Upgrade:	$ -	$ -	$ -
Grand Total	**$ -**	**$ -**	**$ -**

SAMPLE

APPENDIX D
MSDF USE LOG

Facility Name: _____

Boating Season: _____

Page ____ of ____

Date	**Day of Week**	**Boat Length** (in feet)	**Gallons Pumped** (approximate)

SAMPLE

MSDF MAINTENANCE LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

Date of Maintenance	Hours	Hourly Rate	Maintenance Conducted

SAMPLE

MSDF DISPOSAL LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

Date of Disposal	Volume Removed	Name of Person Removing/Transporting Waste	Identification & Location of Facility to Which the Waste was Transported

SAMPLE

APPENDIX E
INVOICE FORM A

CVA Billing Form A

***Programs that have both cash and non-cash expenses please use Form A.**
If preferred, this form can be completed electronically or handwritten.

Contract/PSA #:	0	**Request #:**	
		Award Type(s):	
Vendor Name:	0		
Period Through:		**Invoice Date:**	

Form Terms:

1. Cash - Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.
2. Non-Cash - Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.

INSTRUCTIONS:

Handwritten Submissions:

1. If submitted as a handwritten form, ONLY the "INPUT" columns of Sections 1 and 2, and Section 5 are required for your completion. The final reimbursement amount will be calculated by DEEP.
2. Mail a signed hard copy of this form to Kate Brown (see address below) along with supporting documentation.

Electronic Submissions:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.
1. Please input in Columns B-D ONLY to provide the total cost, per cost category, that you wish to be considered for reimbursement. Please break out costs in each column by the appropriate Award Type.
Please attach supporting documentation.
(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category for each Award Type and entered on the form consistent with the approved budget line items contained in your executed contract. The form will calculate both the Match and Federal Share of expenses for all cash transactions by cost category.)
Section 2: Expense Report - Non-Cash - This section is to be used to report non-cash transactions.
1. Using Column "A", please list the non-cash goods/services received. (If you need more rows, please attach another form listing your additional non-cash items.)
2. Using Columns B-D, please enter the value of the respective good/service listed in Column "A". Please break out values in each column by the appropriate Award Type.
Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (this may be attached,) along with the dates the goods/services were received.
***If preferred, you may enter the total value of all non-cash transactions on one row. Please be sure to attach the appropriate supporting detail.**

Once Sections 1-2 are complete, your reimbursement amount will calculate automatically. An "ERROR" message will appear if your reimbursement amount causes your cumulative reimbursements to exceed your federal budget.

Section 3: Budget Report - This section provides you with the budget of your contract and remaining balances per Award Type based on current and previous reimbursement amounts. There is no need to enter anything into this section. Data will calculate automatically based on your entries from Sections 1-2 and DEEP's entries (if any) on the "Prior Reimbursements" tab of the excel file provided.

Section 4: Contract Budget Summary - This section summarizes all financial activity completed in Sections 1-3. The purpose of the contract budget summary is to compare expenses with approved budgets for the total federal expenses paid, and match contributions incurred for both cash and non cash items. Once Sections 1-3 are comletely filled out, all financial activity will be summarized accordingly in Section 4. Therefore, there is no need to enter anything into this section, it will calculate automatically.

Section 5: Certification -
1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-5, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434.3501

SAMPLE

SECTION 1: Expense Report - Cash

Input Sheet: Please Provide Info below in Columns B-D				Analysis of Allocable CVA Share (FOR DEEP USE ONLY)				Adjustment(s) (FOR DEEP USE ONLY)	
	INPUT								
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
	Please Enter Total Costs per Cost Category Below for Each Award Type				Formula - DO NOT INPUT (Col. B + Col. C + Col. D)	Formula - DO NOT INPUT (Col. F * 25%)	Formula - DO NOT INPUT (Col. F * 75%)	For DEEP Use Only - DO NOT INPUT	For DEEP Use Only - DO NOT INPUT
Cost Category	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade		Total Costs	Match	Fed Share Reimbursement	Match adjustment(s) based on additional Non-Cash Transactions	Federal Share Reimbursement adjustment(s) based on Non-Cash Transactions
Cash Costs:									
Administrative Personnel									
Current Request:					$ -	$ -	$ -	$ -	$ -
Program Personnel									
Current Request:					$ -	$ -	$ -	$ -	$ -
Contractual									
Current Request:					$ -	$ -	$ -	$ -	$ -
Operating									
Current Request:					$ -	$ -	$ -	$ -	$ -
Boat Expenses									
Current Request:					$ -	$ -	$ -	$ -	$ -
Equipment (including repairs & upgrades/purchases)									
Current Request:					$ -	$ -	$ -	$ -	$ -
Sewage Waste Removal									
Current Request:					$ -	$ -	$ -	$ -	$ -
Supplies									
Current Request:					$ -	$ -	$ -	$ -	$ -
Construction/Installation Costs									
Current Request:					$ -	$ -	$ -	$ -	$ -
Other									
Current Request:					$ -	$ -	$ -	$ -	$ -
Subtotal Cash Costs by Award Type	$ -	$ -	$ -						
Subtotal All Cash Costs					$ -	$ -	$ -	$ -	$ -

SECTION 2: Expense Report - Non-Cash

Input Sheet: Please provide Info below in Columns A through D				(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
Non-Cash Transactions:					Allocation of Non-Cash Transactions:				
Description of Non-Cash Items / Date Received	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade		Total	Match	Federal		
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
Subtotal Non-Cash Transactions	$ -	$ -	$ -	**Subtotal**	$ -	$ -	$ -	$ -	$ -
Grand Total Cash and Non-Cash Transactions				**Grand Total**	$ -	$ -	$ -	$ -	$ -

Calculation of Reimbursement	
Total Costs	$ -
Proposed Fed Share Based on 75% of Total Costs	$ -
Actual Federal Reimbursement not to Exceed Total Cash Costs	$ -
Reimbursement Amount	$ -

Notes:

1. Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.
2. Non-cash items can be reported as match, however, per federal regulations, they are not reimbursable. The federal cost share reimbursement must only be for cash expenses.

SAMPLE

SECTION 3: Budget Report
(FOR DEEP USE ONLY)

Award Type	Total Budget	Match Budget	Prior Cumulative Match Billing	Current Match Billing	Total Match Billings Reported	Remaining Match Balance	Federal Budget	Prior Cumulative Federal Billing	Current Federal Billing	Total Federal Billings Reported	Remaining Federal Balance	Total Remaining Balance
Cash Costs:												
Total O&M Land Based MSDF:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total O&M Pumpout Vessel(s):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction/ Purchase/ Installation/ Repair/ Upgrade:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cash Subtotals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non-Cash Costs:												
Non-Cash Subtotal	N/A	N/A	$ -	$ -	$ -	N/A						N/A
Grand Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SECTION 4: Contract Budget Summary
(FOR DEEP USE ONLY)

		Non-Cash Match	Cash Match Share	Total Match	Federal Share - Cash	Total Reported
(A)	Contract Budget	N/A	$ -	$ -	$ -	$ -
(B)	Prior Cumulative Billing	$ -	$ -	$ -	$ -	$ -
(C)	Current Bill	$ -	$ -	$ -	$ -	$ -
(D)	Total Reported per Above	$ -	$ -	$ -	$ -	$ -
(E)	Remaining Balance (A-D)	N/A	$ -	$ -	$ -	$ -
	Cumulative Cost Share %					

SECTION 5: Certification

Certification. Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection – Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

a) The form is complete and accurate.

b) All reported costs and expenses were used solely for allowable costs and expenses.

c) All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.

d) There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date

SAMPLE

CVA Billing Form B

***This form is to be used for programs with cash expenses only. Programs that have both cash and non-cash expenses please use Form A.**
If preferred, this form can be completed electronically or handwritten.

Contract/PSA #: 0 **Request #:**

Award Type(s):

Vendor Name: 0

Period Through: **Invoice Date:**

INSTRUCTIONS:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please input in Columns C-E to provide the total cost per cost category that you wish to be considered for reimbursement. Please break out costs in each column by the appropriate Award Type.

Please attach supporting documentation.

(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category for each Award Type and entered on the form consistent with the approved budget line items contained in your executed contract.)

(Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.)

Once Section 1 is complete, your reimbursement amount will calculate automatically (if you enter total costs in the electronic, excel version of the form). An "ERROR" message will appear if your reimbursement amount causes your cumulative reimbursements to exceed your federal budget.

Section 2: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-2, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434-3501

(If submitting a handwritten copy of this form, simply complete sections 1-2, attach supporting documentation, and mail to the address above.)

SECTION 1: Expense Report - Cash

Column A	Column B	Column C	Column D	Column E	Column F
Budget	**Cost Category**	**Please Enter Total Costs per Cost Category Below For Each Award Type**			
	Cash Costs:	**Total Costs - O&M Associated with a Land Based MSDF**	**Total Costs - O&M Associated with a Pumpout Vessel**	**Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade**	**Grand Total Costs**
$0.00	**Administration - Personnel**				
	Current Request:				$ -
$0.00	**Administration - Other**				
	Current Request:				$ -
$0.00	**Contractual**				
	Current Request:				$ -
$0.00	**Operating**				
	Current Request:				$ -
$0.00	**Boat Expenses**				
	Current Request:				$ -
$0.00	**Equipment (including repairs & upgrades/purchases)**				
	Current Request:				$ -
$0.00	**Sewage Waste Removal**				
	Current Request:				$ -
$0.00	**Supplies**				
	Current Request:				$ -
$0.00	**Construction/Installation Costs**				
	Current Request:				$ -
$0.00	**Other**				
	Current Request:				$ -
Total Budget					
$0.00	**Total Cash Costs by Award Type**	$ -	$ -	$ -	$ -

Total Cash Costs	$ -
Match Share (25% of Total Cash Costs)	$ -
Reimbursement Amount (75% of Total Cash Costs)	$ -

SAMPLE

SECTION 2: Certification

Certification. **Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection – Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.**

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

a) The form is complete and accurate.

b) All reported costs and expenses were used solely for allowable costs and expenses.

c) All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.

d) There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized Representative	
Signature of Authorized Representative	**Signature of DEEP Authorized Representative**
Date	**Date**

SAMPLE

APPENDIX F
Checklist for Plans and Specifications

Each marina facility must develop a plans and specification package for review and approval by DEEP before soliciting bids or quotes for pumpout installation. This package must include as applicable:

A. Plans:
1. A location map must be prepared showing the vicinity of the site. A portion of a U.S.G.S. Quadrangle map or a portion of a NOS Navigation chart is usually a good location map;
2. A plan view to scale must be prepared to show the proposed equipment installation;
3. Cross section and/or profile view(s) to scale must be prepared to show the proposed equipment installation;
4. Show the location of water lines and note required separation distances.
5. Notes on sheets shall include some or all components of specifications and details of installation requirements.

B. Specifications, in accordance with the applicable provisions of TR-16 (NEIWPCC) and Clean Vessel Act Technical Guidelines published by the U.S. Fish and Wildlife Service, to remove sanitary wastes from Marine Sanitation Device (MSD) holding tanks onboard boats and/or receive wastes from marine portable toilet holding tanks as applicable to your installation:

1. Equipment
   a. Develop an equipment description specifying the performance standards applicable to your installation. These standards identify what you want the equipment to actually do. For example,
      (1) pump a specific number of gallons per minute of sanitary wastes (A Minimum of 10 Gallons per minute is required);
      (2) pump the waste a specific horizontal distance;
      (3) pump the waste a specific vertical distance;
      (4) discharge the waste to either a municipal sanitary sewer system or to a waste holding tank as applicable to your installation;
      (5) For systems not directly connected to a municipal sanitary sewer, the equipment required shall include a waste holding tank. The volume of the holding tank must be specified. If such a holding tank is required then a high-level alarm/automatic shutoff mechanism must be specified. Holding tanks are not required in systems directly connected to municipal sanitary sewers.

   If sanitary wastes from the site are currently pumped to the municipal sanitary sewer system, modification of the pump station to accommodate either the additional flow or connection of additional plumbing may have to be specified. The waste line from the pumpout or dump station must be plumbed so that waste pumped under pressure cannot be diverted to other waste connections should a blockage occur downstream of those connections.

2. Plumbing
   a. Specify the length and material type of piping required to move the pumped or dumped waste into either a sanitary sewer or a holding tank. If there is a remote station on a floating dock then the hose connecting to the upland must be flexible;
   b. Specify the length and material type of any piping required to provide clean water for rinsing MSD holding tanks or marine portable toilet holding tanks;
   c. Specify the fittings required to connect the piping.
   d. Specify the plumbing installation location(s) and any other specifications detailing installation requirements.

3. Electrical
   a. Specify the type and approximate length of electric power cables to be installed;
   b. Specify the type and approximate length of remote control cable (if required);
   c. Specify any required control panel, conduit, fittings or cable hangers;
   d. Specify the electrical installation location(s) and any other specifications detailing installation requirements

4. Trenching/Excavation
   a. Specify the depth, width and length of any required trenching or excavation;
   b. Specify any backfilling and surface restoration requirements to accommodate plumbing or electrical components. Include any bedding material required.
   c. Specify any required separation between waste and water lines.

5. Other

   a. Floodproofing shall be required if there is a potential for the equipment to be damaged by flooding;
   b. Any necessary replacement parts or disposable service items required for two years of operation.

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 resulting 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.