

**Connecticut Department of Energy  
& Environmental Protection**

**REQUEST FOR PROPOSALS (RFP) # 11202020**  
Grants for the Control of Aquatic Invasive Species

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## **1. Program Purpose**

The introduction and spread of aquatic invasive species and harmful algal blooms in Connecticut poses a serious threat to the biodiversity of native aquatic ecosystems, and can affect the ecological, recreational and economic interests of the state. Nonindigenous aquatic invasive species have the potential to establish and spread rapidly due to a lack of physical and biological constraints in the habitats to which they have been introduced. With the passage of Public Act 19-190, the Connecticut General Assembly established a dedicated funding source for the "Connecticut Lakes, Rivers and Ponds Preservation Account" and made it available to DEEP for (1) restoration and rehabilitation of lakes, rivers and ponds in the state; (2) programs of DEEP for the eradication of aquatic invasive species and cyanobacteria blooms; (3) education and public outreach programs to enhance the public's understanding of the need to protect and preserve the state's lakes, rivers and ponds; (4) allocation of grants to state and municipal agencies and not-for-profit organizations to conduct research and to provide public education and public awareness to enhance understanding and management of the natural resources of the state's lakes, rivers and ponds; and (5) provision of funds for all services that support the protection and conservation of the state's lakes, rivers and ponds.

## **2. Contract Period**

Contracts will take effect May 1, 2021 or upon the date of execution, whichever is later, and will remain in effect for approximately one year or as indicated in the terms of the executed contract.

## **3. Who May Apply?**

State agencies (including State Colleges and Universities), municipalities, and not-for-profit organizations are eligible to receive grants through this program. Local interest organizations such as unincorporated lake associations can develop project proposals in collaboration with municipalities or not-for-profit organizations but only the municipality in which the project water body is located or the not-for-profit organizations can apply for funding. If the water body is located in more than one municipality, two or more municipalities may apply jointly, and a lake authority as established under sec. 7-151a of the Connecticut general Statutes may, when authorized by the legislative bodies of its respective towns, act as the agent for the member towns for the purposes of this grant program. The study or project must be conducted on an inland waterbody located in Connecticut.

## **4. Eligibility and Selection Criteria**

There are three types of projects that are eligible for funding:

- Control/Management projects. These projects should promote restoration of a lake, pond or river in the state through the control and management of a population or populations of aquatic invasive species and/or cyanobacteria blooms.
- Research projects. These projects should be intended to enhance understanding and knowledge of aquatic invasive species and/or cyanobacteria blooms, and have direct practical applicability to lakes, ponds and rivers in Connecticut.
- Education and outreach. These projects should enhance public awareness of aquatic invasive species and/or harmful algal blooms in Connecticut and/or promote good practices to prevent the further spread of aquatic invasive species in Connecticut's lakes, ponds and rivers.

Additional considerations:

- In order to obtain the most benefit to the state, factors to be considered include (but are not limited to):
- For control/management projects, the degree of public access at the target waterbody, the ecological importance and physical characteristics of the waterbody, and the age and extent of the infestation.

- For research projects, the need for the research and its degree of applicability to Connecticut's lakes, ponds and rivers.
- For education/outreach projects, the size and relevancy of the target audience, the need for the proposed education/outreach project, and the applicability of the media used to reach the target audience.
- Eligible target aquatic invasive species for control and management related projects will be those aquatic plant species listed in Section 22a-381d of the Connecticut General Statutes (see Attachment E) and those aquatic invertebrates listed in Section 26-55-5(a) of the Regulations of Connecticut state Agencies (see Attachment E). Research and education/outreach related proposals focused on potentially invasive aquatic species identified in the Connecticut Invasive Plants Council's Invasive Plant List (Attachment F) as well as potentially threatening species identified in Appendix A of the Connecticut Aquatic Nuisance Species Management Plan (Attachment G) may also be considered. Species of cyanobacteria capable of producing harmful algal blooms are eligible for all project types.
- Proposals targeting native species, or for control and management of invasive species not present prior to September 1, 2020, in the study or project waterbody or waterbodies are not eligible for funding.
- Detailed review criteria that will be used by the AIS Grants Oversight Committee during the selection process can be found on page 10 of this document.

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

- Eligible projects-
  - Herbicide treatment to eradicate Egeria (*Egeria densa*) infestation in a lake with a state boat launch. (*invasive species, full public access, limited populations in the CT*)
  - Eradication of water chestnut (*Trapa natans*) by dredging and hand pulling from a town-owned pond open to the public. (*invasive species, publicly accessible, newer infestation, recently arrived with limited populations in the state*)
  - Signage and targeted social media advertisements designed to inform the public about the dangers of spreading hydrilla (*Hydrilla verticillata*) at boat launches along the Connecticut River (*invasive species, publicly accessible, newer infestation, recently arrived with limited populations in the state*)
- Eligible, but lower priority projects-
  - Annual use of a mechanical harvester to clear crew team boat lanes of Eurasian water milfoil (*Myriophyllum spicatum*) in a lake with limited public access. (*little to no general public benefit since threat to other waters is minimal; species widely distributed in state*).
  - Diagnostic feasibility study for zebra mussels in East Twin Lake (*eligible species, but study is of limited benefit, no viable control options currently exist and the population has existed in the water body for over 15 years with limited impact to the system and no apparent impact on use*).
  - Educational brochure on watercress (*Nasturtium officinale*) to be distributed at lake and pond boat launch kiosks. (*eligible species, but inappropriate target audience as this species is typically not spread by boaters and generally does not cause issues in lakes and ponds*)
- Ineligible projects-
  - Herbicide treatment of unusually dense growths of common bladderwort (*Utricularia vulgaris*) on a lake with a state boat launch. (*native species*).

## Award Process

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

## Funding Guidelines

- Proposed projects should be completed within approximately eighteen months from the contract execution date. All seasonal constraints that may prolong the project duration must be specifically discussed in the proposal. Applicants may request an extension of the executed contract if deemed necessary. Such request shall be in writing and shall be submitted to the AIS Grants Oversight Committee at least sixty (60) days prior to the contract expiration. Such request shall describe the work done to date, what work still needs to be completed, and the reason for such extension. It shall be the AIS Grants Oversight Committee's sole discretion to grant or deny such request.
- Awards will be provided for aquatic invasive species control/management projects, research projects, and education & outreach project (unless no sufficient or suitable proposals are submitted for one or more of the three categories).
- The maximum grant award is \$50,000. Requests for larger grants (up to \$75,000) may be considered, but only for exceptional and well-justified proposals. Matching funds are required and must equal or exceed 25% of the total amount of funding received from DEEP under this grant program.
- Indirect costs are not eligible for funding through the grant, but may be used as part of applicant's match.
- At project completion, the awardee must submit a final report. This report must include a detailed financial summary. This financial summary must show full project costs and clearly identify direct grant costs as well as matching and in-kind costs. For control and management projects, the final report should include a description of any treatments or management activities, maps of the areas impacted, as well as the results of any follow-up surveys. As post-treatment monitoring is an important aspect of invasive species control and management, please ensure that these reports are provided to DEEP. They will be useful in determining which actions are most effective, and just as important, identify those actions that are not successful. For research studies, the final report should include a detailed summary of the project methodology and results as well a discussion on any findings and/or management implications that arise out of the study. For education/outreach projects, the final report should include a description of any project activities as well as some quantification on the degree to which the project reached its target audience.

## 5. Instructions for Proposers

### A. Required Format for Proposals

In order to be deemed eligible for funding, applicants must meet eligibility requirements and review criteria (See Attachment A), complete and submit a project

proposal application form (Attachment B), and submit all other materials as indicated in the application instructions (Attachment C).

Proposals must conform to the following requirements: (1) be submitted in PDF format, (2) use Times New Roman, Arial, Calibri or similar font type and font size of not less than 10 and not more than 12 points, (3) be not more than 20 pages in length (not including maps and other attachments such as deeds, letters of consent, etc.), (4) display the applicant's name on the header of each page, and (5) display page numbers at the bottom of each page.

#### **B. Packaging and Labeling Requirements**

Application submittals shall be sent via email [deep.aisgrants@ct.gov](mailto:deep.aisgrants@ct.gov) and should reference "Bid: RFP #11202020 in the subject line.

#### **C. DEEP's Official Agency Contacts**

Madeline Ortiz is the Official Agency Contact for this program. All applications/materials and written questions must be submitted electronically to Madeline Ortiz at [deep.aisgrants@ct.gov](mailto:deep.aisgrants@ct.gov). Official answers to all written questions will be released and posted on BizNet within two weeks of the deadline to submit questions.

### **6. Communications Notice \*\*IMPORTANT\*\***

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

### **7. RFP Timeline**

December 15, 2020	RFP Released
January 15, 2021	Deadline to Submit Questions
January 29, 2021	Official Answers Released
February 12, 2021	Deadline for Submitting Proposals
March 31, 2021	Proposal Review Period Ends
April 1, 2021	Start of Contract Negotiations
May 1, 2021	Estimated start date

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.

### **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 Connecticut General Statutes (CGS) § 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

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

## 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 CGS, 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 AIS Grants Oversight 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.

## **12. Rights Reserved to DEEP**

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. 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 listed below.

Proposals must be emailed to [deep.aisgrants@ct.gov](mailto:deep.aisgrants@ct.gov)

Written questions may be emailed to the Official Agency Contact.

The agency does not provide delivery confirmation. Materials received after a deadline will not be accepted.

Deadlines are as follows:

- Questions must be submitted by January 15, 2021
- Proposals are due by the end of the day on February 12, 2021

### **14. Application Components**

A complete application package shall include a complete and signed application form (Attachment B) as well as and any supporting documents as noted in the application form. Instructions for completing the application form can be found in Attachment C.

## ATTACHMENT A

### I. **ELIGIBILITY REQUIREMENTS**

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

- **Applicant status:** Applicants may consist of state agencies (including State Colleges and Universities), municipalities, or not-for-profit organizations. *Local interest organizations such as unincorporated lake associations can develop project proposals in collaboration with municipalities or not-for-profit organizations but only the municipality in which the project water body is located can apply for funding. If the water body is located in more than one municipality, two or more municipalities may apply jointly, and a lake authority as established under sec. 7-151a of the Connecticut general Statutes may, when authorized by the legislative bodies of its respective towns, act as the agent for the member towns for the purposes of this grant program.*
- **Study/project water body:** Control/management and research projects must be conducted on an inland waterbody or waterbodies (lakes, ponds, or rivers) located in Connecticut. Education and outreach projects must focus on aquatic invasive species or cyanobacteria blooms affecting lakes, ponds or rivers located in Connecticut.
- **Target species:** Eligible target aquatic invasive species for control and management related projects will be those aquatic plant species listed in Section 22a-381d of the Connecticut General Statutes (see Attachment E) and those aquatic invertebrates listed in Section 26-55-5(a) of the Regulations of Connecticut state Agencies (see Attachment E). Research and education/outreach related proposals focused on potentially invasive species identified in the Connecticut Invasive Plants Council's Invasive Plant List (Attachment F) as well as potentially threatening species identified in Appendix A of the Connecticut Aquatic Nuisance Species Management Plan (Attachment G) may also be considered. Species of cyanobacteria capable of producing harmful algal blooms are eligible for all project types.
- **Project type/goal:** Eligible project proposals shall be for:
  - 1) Conducting an aquatic invasive species **research study** associated with the abatement of a population of an aquatic invasive species in an inland water body of this state;  
*For the purposes of this program, "research study" means a study to 1) characterize the target aquatic invasive species population in the project water body, 2) Identify watershed, in-lake, and use characteristics supporting and/or enhancing the continued presence of the target aquatic invasive species population, and 3) evaluate lake management activities to abate the population.*
  - 2) Conducting a **project to restore an inland water body of the state through the control and management** of a population of aquatic invasive species.

or

- 3) Providing public **education and public awareness** to enhance understanding and management of the natural resources of the state's lakes, rivers and ponds.

**PROPOSALS MUST INCLUDE:**

- Submission of one complete application package and all required maps and documentation electronically (PDF file format).
- For control projects, demonstration that the funding requested will be used to address an aquatic invasive species present in the water body as of November 1, 2020.
- Demonstration that the study, project, or educational program will have long-term benefits.
- Demonstration that any applicable federal, state and/or municipal authorizations (i.e. permits) have been obtained, or are obtainable in a timely fashion.

**II. REVIEW CRITERIA**

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

- Compliance with all eligibility requirements listed above.
- Amount of public use and potential for people to spread target species to other water bodies. (5 points)
- Degree of access available to the public. (5 points)
- Degree and imminence of threat posed by target species. (10 points)
- Ecological benefits of project. (5 points)
- Recreational benefits of project. (5 points)
- Benefits to rare/endangered/threatened/species of concern. (5 points)
- Project designed to effectively reach target audience (education/outreach projects only; 25 points)
- Effectiveness of study design (research studies only; 25 points)
- Effectiveness of project control measures (completeness & duration of control expected; control projects only; 5 points).
- Quality of post treatment monitoring plan (control projects only; 5 points).
- Quality of long-term management plan (control projects only; 5 points), *Applications which demonstrate a commitment to continue the proposed project beyond the initial year of its implementation without additional DEEP support will be viewed more favorably. Ability of applicant to implement and complete the study or project in a timely fashion. (This includes the extent to which proposals would be completed within one year from the contract execution date. It also takes past performance of the applicant into consideration if previously provided funding by DEEP or other state source).*

A copy of the AIS Grants Oversight Committee's scoring sheet can be found in Attachment D.



**Connecticut Department of  
Energy & Environmental Protection**  
Bureau of Natural Resources  
Fisheries Division

## Grants for the Control of Aquatic Invasive Species Application Form

### Part I: Applicant Information

1. Type of Applicant: ☐ State Agency ☐ Municipality ☐ Not-for-profit organization

Applicant Name:

Mailing Address:

City/Town:

State:

Zip Code:

Phone:

\*E-mail:

2. Contact Name:

Mailing Address:

City/Town:

State:

Zip Code:

Phone:

\*E-mail:

\*By providing this e-mail address you are agreeing to receive official correspondence from DEEP, at this electronic address, concerning the subject application. Please remember to check your security settings to be sure you can receive e-mails from "ct.gov" addresses. Also, please notify DEEP if your e-mail address changes.

### Part II: Project Information

3. Title of Project:

4. Brief description of Project:

5. Total project cost:

6. Total grant funding requested:

7. Total matching funds (must equal or exceed 25% of the total project cost):

## Part II: Project Information (cont.)

8. Name and location of study/project waterbody (as applicable):

Please include map of study/project waterbody ☐ Attached ☐ N/A

9. Public Access and Use

Degree of access:

Facilities:

Please include map of facilities ☐ Attached ☐ N/A

Use patterns:

10. Waterbody Ownership:

Supporting ownership documents attached (check all that apply):

☐ Tax Maps ☐ Other maps ☐ Easement Information ☐ Letters of Permission

11. Target Aquatic Invasive Species:

Supporting documents attached (check all that apply):

☐ Photos ☐ Maps ☐ Survey Reports ☐ Studies

12. State-Listed Species

Consult with DEEP Natural Diversity Database (NDDB) Program at <https://portal.ct.gov/DEEP/Endangered-Species/Endangered-Species-ReviewData-Requests>

NDDB map showing project waterbody ☐ Attached ☐ N/A (education/outreach projects)

NDDB Determination (if state-listed species present)

☐ Attached ☐ Pending (include documentation that indicates a review was requested)

☐ Not Requested (but may require a review) ☐ N/A

13. Describe the purpose and need for, and benefits of proposed project:

14. Describe the scope of work (attach supporting documents if applicable):

## Part II: Project Information (cont.)

15. Define the schedule for completion of the scope of work for the proposed project:

16. Define the budget for implementation of the proposed project:

### Budget Summary

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

17. Describe the availability of alternative funding or matching funds or in-kind services:

### Part III: Applicant Certification

The applicant must sign this part. An application will be considered incomplete unless the required signature is provided.

"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 may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.

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

Signature of Applicant or Authorized Representative

Date

Name of Applicant or Authorized Representative (print or type)

Title (if applicable)

Note: Please submit this completed application form and supporting documents to [deep.aisgrants@ct.gov](mailto:deep.aisgrants@ct.gov)

ATTACHMENT C  
GRANT FUND APPLICATION INSTRUCTIONS

*These application instructions have been designed to apply to all activities eligible for funding. Please read these instructions in their entirety and provide answers to each question in order by number. These instructions have been designed to minimize the potential for incomplete applications. **Information required in items must be provided by filling out the attached application form using the space provided and additional sheets as needed.***

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

An electronic version (PDF file format) of the application and other documentation must be submitted to via email to [deep.aisgrant@ct.gov](mailto:deep.aisgrant@ct.gov).

**DEADLINES:** All applications and supporting documentation must be received via email by February 12, 2020. Applications or supporting documents received after that date and time will not be considered.

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

**1. NAME, ADDRESS, PHONE NUMBER AND EMAIL ADDRESS OF APPLICANT:**

Select the category that best describes the applicant. State agencies (including State Colleges and Universities), municipalities, and not-for-profit organizations are eligible to receive grants through this program. Local interest organizations such as unincorporated lake associations can develop project proposals in collaboration with municipalities or not-for-profit organizations but only the municipality in which the project water body is located or the not-for-profit organizations can apply for funding. Fill in the *legal name(s)*, mailing address(es), email address(es) and phone number(s) of the applicant agency, municipality, or organization. Phone number(s) must be a number(s) that is answered during business hours.

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

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

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

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

### 3. TITLE:

State the title of the proposed project.

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

### 4. BRIEF DESCRIPTION:

Provide a brief (200 words or less) description of the proposed study, control/management project, or educational/outreach program. Include target species, study or control methods, timeline & duration of study and expected receivables (for research studies), size of water body, degree of public access, any project partners, and size/extent of infestation/area to be treated (for control/management projects).

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

### 5. TOTAL PROJECT COST:

State the total cost of the project including both total grant funding requested and total matching funds

### 6. TOTAL GRANT FUNDING REQUESTED:

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

### 7. TOTAL MATCHING FUNDS:

State the total amount of matching funds committed for the proposed project. Please refer to questions 16 and 17 for a further explanation regarding matching funds. **The maximum grant award is \$50,000 and the lower limit is \$2,500.** Requests for larger grants (up to \$75,000) may be considered, but only for exceptional and well-justified proposals. **Matching funds are required and must equal or exceed 25% of the total amount of funding received from DEEP under this grant program.**

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

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

## 9. PUBLIC ACCESS AND USE

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

- Describe the degree of access (is the water body fully accessible, open to access only in some seasons or at certain times of day, restricted to local residents, closed to all use, etc.). If access is restricted, please explain.
- Describe the facilities (parking, roads, trails, boat launches, marinas, shoreline access, picnic areas, wildlife viewing structures, fishing piers, etc.). Please provide map of water body showing locations of these facilities.
- Describe the use patterns (what are primary/most popular uses of property/water body?).

## 10. WATER BODY OWNERSHIP

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

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

## 11. TARGET AQUATIC INVASIVE SPECIES

Provide information concerning target aquatic invasive species, including:

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

## 12. STATE-LISTED SPECIES

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

- Please provide the DEEP Natural Diversity Data Base (NDDDB) map for applicant town (or a GIS map that includes the current NDDDB layer) showing location of study/project water body (if necessary, the location can be drawn & names of water bodies can be written on the map with an arrow to the correct location on the map). Maps can be accessed from the following website: <https://portal.ct.gov/DEEP/Endangered-Species/Endangered-Species-ReviewData-Requests>
- If NDDDB map data indicates that state-listed species and/or significant natural communities are known to be present, please see the following guidelines:
  - If the project has already been through the NDDDB review process, please attach any current, non-expired NDDDB determinations to your grant application.
  - If the project has not yet been through the NDDDB review process, Applicants should NOT, at this time, request NDDDB determinations solely in conjunction with this grant application. However, if you expect your project to move forward regardless of whether or not funding from this grant is awarded (i.e. other funding sources have been secured), you should proceed with your request for NDDDB review. For those projects dependent upon this grant for funding, the AIS Grants Oversight Committee may request NDDDB determinations on behalf of applicants for projects that rate highly during the review process.

- Education and outreach projects and some types of research projects (e.g. plant surveys) may not require an NDDB determination.
- Applicants are advised that the NDDB review process may transition to a new electronic review system during the grants application submission period. The AIS Grants Oversight Committee will adjust expectations accordingly to accept any maps and/or determinations provided by the new review system.

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

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

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

### 14. DESCRIBE THE SCOPE OF WORK:

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

#### **For all proposals-**

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

#### **For research studies:**

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

#### **For control/management projects:**

- Plans for pre-control monitoring.
- Narrative of the distribution/concentration or areal extent of target species coverage and a description of the site(s).
- Map(s) and photographs (when available) of the water body clearly showing the distribution of target species and areas targeted for control. Also clearly show on the same map locations of known

populations of state-listed species.

- Description of all control methods to be used, including where each method will be used and how frequently during the course of the project. Also indicate who will be performing the various controls (i.e., licensed applicator/consultant services, volunteers, municipal staff, NGO). Please list separately and be as specific as possible:
- All pesticides and other chemicals to be used (if known at time of submittal).
- All mechanical methods to be used (hand-pulling, suction harvester, hydroraking, etc.)
- All bio-control measures (grass carp, “milfoil” weevil, etc.).
- Discuss how state-listed species or significant natural communities will be protected during the project.
- Expected outcome of control measures. Include an estimate of the reduction in population size/concentration and/or area (i.e., acres, square meters or feet) of, or length (i.e. feet, yards, meters, miles of river bank or lakeshore) of target species controlled or eradicated.
- Discuss whether any changes in public access will occur due to this project.
- Plans for notifying/educating users and general public.
- A discussion of plans for rehabilitation/revegetation/restoration of targeted sites when such actions may be warranted.
- Plans for post-treatment monitoring.
- Long-term management plan including procedures for continued control and spread prevention the target aquatic invasive species, or if the goal is eradication, a long-term management plan to prevent the reestablishment of the target species (if goal was eradication).

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

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

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

#### 16. DEFINE THE BUDGET FOR IMPLEMENTATION OF THE PROPOSED PROJECT:

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

**The maximum grant award is \$50,000.** For projects which are more expensive or in order to guarantee the

continuation of the proposed project beyond the initial year of its implementation without Grant Fund support, matching funds or alternative funding should be considered. Requests for larger grants (up to \$75,000) will be considered, but only for exceptional and well-justified proposals. Any work subcontracted must be arranged through a competitive selection process unless there is a demonstration of the need for a sole source.

A 50% payment of the grant amount will be initiated following execution of the contract with the remaining balance due after the applicant demonstrates expenses (including match) beyond the value of the execution payment. Following completion of the project, a report including documentation that all the elements of the project have been completed, the outcome of the project and a financial summary indicating expenses incurred must be submitted to DEEP. **Projects that come in under budget or fail to meet contract obligations are required to return all unused funds to DEEP.**

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

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

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

#### 18. CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

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



ATTACHMENT D  
Project Scoring Sheet

Applicant: \_\_\_\_\_

Project  
Location: \_\_\_\_\_

Project title: \_\_\_\_\_  
\_\_\_\_\_

Reviewer: \_\_\_\_\_

Is application complete and does it meet all eligibility requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

**Please rate the project for each of the following categories on a scale of 0 (lowest) to the maximum listed (“Max score” column) for that category. *Note that three categories apply only to control projects, one category only applies to research studies, and one category applies to education/outreach projects.***

<i>Criteria</i>	<i>Max Score</i>	<i>Project Score</i>
Degree of access available to the public	5	
Amount of public use and potential for people to spread target species to other water bodies (FOR CONTROL PROJECTS ONLY)	5	
Degree and imminence of threat posed by target species.	10	
Ecological benefits of project.	10	
Recreational benefits of project.	5	
Benefits to rare/endangered/threatened/species of concern.	5	

Project designed to effectively reach target audience (FOR EDUCATION/OUTREACH PROJECTS ONLY)	25	
Effectiveness of study design (FOR RESEARCH STUDIES ONLY).	25	
Effectiveness of control measures (completeness & duration of control expected) (FOR CONTROL PROJECTS ONLY).	10	
Quality of post treatment monitoring plan (FOR CONTROL PROJECTS ONLY).	5	
Quality of long-term management plan including (if possible and prudent) commitment to continuing control measures in future years independent of DEEP funding (FOR CONTROL PROJECTS ONLY).	5	
Ability of applicant to implement and complete study or project in a timely fashion.	10	
<b>TOTAL PROJECT SCORE</b> ( <i>maximum of 70 points</i> )		

## ELIGIBLE TARGET SPECIES FOR CONTROL AND MANAGEMENT PROJECTS

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*Note that target invasive species not present prior to November 1, 2020 in the study or project water body are not eligible for funding.*

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

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

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

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

This list is updated annually by the CT Invasive Plants Council

## CONNECTICUT INVASIVE PLANT LIST

October 2018

## Connecticut Invasive Plants Council

## Ordered by Scientific Name

Statement to accompany list – January 2004: This is a list of species that have been determined by floristic analysis to be invasive or potentially invasive in the state of Connecticut, in accordance with PA 03-136. The Invasive Plants Council will generate a second list recommending restrictions on some of these plants. In developing the second list and particular restrictions, the Council will recognize the need to balance the detrimental effects of invasive plants with the agricultural and horticultural value of some of these plants, while still protecting the state's minimally managed habitats.

In May 2004, Public Act 04-203 restricted a subset of the January 2004 list making it illegal to move, sell, purchase, transplant, cultivate or distribute prohibited plants. Effective July 1, 2009, Public Act 09-52 removed the prohibition on *Pistia stratiotes*.

@ column indicates growth form or habitat: A = Aquatic & Wetland; G = Grass & Grass-like; H = Herbaceous; S = Shrub; T = Tree; V = Woody Vine

Explanation of symbols after Common Name:

(P) Indicates Potentially Invasive (all other plants listed are considered Invasive in Connecticut)

\* denotes that the species, although shown by scientific evaluation to be invasive, has cultivars that have not been evaluated for invasive characteristics. Further research may determine whether or not individual cultivars are potentially invasive. Cultivars are commercially available selections of a plant species that have been bred or selected for predictable, desirable attributes of horticultural value such as form (dwarf or weeping forms), foliage (variegated or colorful leaves), or flowering attributes (enhanced flower color or size).

"PROHIBITED BY STATUTE?" column indicates prohibited status: Y= prohibited from importation, movement, sale, purchase, transplanting, cultivation and distribution under CT Gen. Stat. §22a-381d; N/A= not prohibited

^ Indicates species that are not currently known to be naturalized in Connecticut but would likely become invasive here if they are found to persist in the state without cultivation

The taxonomic names used by the Connecticut Invasive Plants Council on the Invasive Plant List are consistent with the names used by the United States Department of Agriculture PLANTS database, accessible online at [www.plants.usda.gov](http://www.plants.usda.gov). The Council also maintains a list of scientific name synonyms for reference purposes.

COMMON NAME	@	SCIENTIFIC NAME	SYNONYMS	PROHIBITED BY STATUTE?
Amur maple (P)	T	<i>Acer ginnala</i> Maxim.		N/A
Norway maple*	T	<i>Acer platanoides</i> L.		N/A
Sycamore maple (P)	T	<i>Acer pseudoplatanus</i> L.		Y
Goutweed	H	<i>Aegopodium podagraria</i> L.	Bishop's weed	Y
Tree of heaven	T	<i>Ailanthus altissima</i> (Mill.) Swingle		Y
Garlic mustard	H	<i>Alliaria petiolata</i> (M. Bieb.) Cavara & Grande		Y
False indigo (P)	S	<i>Amorpha fruticosa</i> L.		Y
Porcelainberry*	V	<i>Ampelopsis brevipedunculata</i> (Maxim.) Trautv.	Amur peppervine	N/A
Mugwort	H	<i>Artemisia vulgaris</i> L.	Common wormwood	N/A
Hairy jointgrass (P)	G	<i>Arthraxon hispidus</i> (Thunb.) Makino	Small carpgrass	Y
Common kochia (P)	H	<i>Bassia scoparia</i> (L.) A.J. Scott	<i>Kochia scoparia</i> ; Fireweed; Summer cypress	Y
Japanese barberry*	S	<i>Berberis thunbergii</i> DC.		N/A
Common barberry	S	<i>Berberis vulgaris</i> L.		Y
Drooping brome-grass (P)	G	<i>Bromus tectorum</i> L.	Cheatgrass	Y
Flowering rush (P)	A	<i>Butomus umbellatus</i> L.		Y
Fanwort	A	<i>Cabomba caroliniana</i> A. Gray	Carolina fanwort	Y
Pond water-starwort (P)	A	<i>Callitriche stagnalis</i> Scop.		Y
Narrowleaf bittercress	H	<i>Cardamine impatiens</i> L.		Y
Japanese sedge^ (P)	G	<i>Carex kobomugi</i> Ohwi		Y
Oriental bittersweet	V	<i>Celastrus orbiculatus</i> Thunb.	Asiatic bittersweet	Y
Spotted knapweed	H	<i>Centaurea stoebe</i> L.	<i>Centaurea biebersteinii</i> ; <i>Centaurea maculosa</i>	Y
Canada thistle (P)	H	<i>Cirsium arvense</i> (L.) Scop.		Y
Black swallow-wort	H	<i>Cynanchum louiseae</i> Kartesz & Gandhi	<i>Cynanchum nigrum</i> ; <i>Vincetoxicum nigrum</i>	Y
Pale swallow-wort	H	<i>Cynanchum rossicum</i> (Kleoe.) Borhidi	<i>Vincetoxicum rossicum</i>	Y
Jimsonweed (P)	H	<i>Datura stramonium</i> L.		Y
Brazilian water-weed (P)	A	<i>Egeria densa</i> Planchon	Anacharis; Egeria	Y
Common water-hyacinth^ (P)	A	<i>Eichhornia crassipes</i> (Mart.) Solms		N/A
Russian olive (P)	S	<i>Elaeagnus angustifolia</i> L.		Y
Autumn olive	S	<i>Elaeagnus umbellata</i> Thunb.		Y
Crested late-summer mint (P)	H	<i>Elsholtzia ciliata</i> (Thunb.) Hylander	Elsholtzia	Y
Winged euonymus*	S	<i>Euonymus alatus</i> (Thunb.) Sieb.	Burning bush	N/A
Cypress spurge (P)	H	<i>Euphorbia cyparissias</i> L.		Y
Leafy spurge	H	<i>Euphorbia esula</i> L.		Y
Glossy buckthorn	S	<i>Frangula alnus</i> Mill.	<i>Rhamnus frangula</i> ; European buckthorn	N/A
Slender snake cotton	H	<i>Froelichia gracilis</i> (Hook.) Moq.	Cottonweed	Y
Ground ivy (P)	H	<i>Glechoma hederacea</i> L.	Gill-over-the-ground; Run-away robin	Y
Reed mannagrass^ (P)	G	<i>Glyceria maxima</i> (Hartm.) Holmb.	Tall mannagrass	Y
Giant hogweed (P)	H	<i>Heracleum mantegazzianum</i> (Sommer & Levier)		Y

Dame's rocket	H	<i>Hesperis matronalis</i> L.		Y
Japanese hops (P)	H	<i>Humulus japonicus</i> Sieb. & Zucc.	Japanese hop	Y
Hydrilla	A	<i>Hydrilla verticillata</i> (L.f.) Royle	Water thyme	Y
Ornamental jewelweed (P)	H	<i>Impatiens glandulifera</i> Royle	Tall impatiens	Y
Yellow iris	A	<i>Iris pseudacorus</i> L.	Yellow flag iris; Pale yellow iris	Y
Perennial pepperweed	H	<i>Lepidium latifolium</i> L.	Tall pepperwort	Y
Border privet (P)	S	<i>Ligustrum obtusifolium</i> Sieb. & Zucc.		Y
California privet (P)	S	<i>Ligustrum ovalifolium</i> Hassk.		N/A
European privet (P)	S	<i>Ligustrum vulgare</i> L.		N/A
Japanese honeysuckle*	V	<i>Lonicera japonica</i> Thunb.		Y
Amur honeysuckle	S	<i>Lonicera maackii</i> (Rupr.) Herder		Y
Morrow's honeysuckle	S	<i>Lonicera morrowii</i> A. Gray		Y
Tatarian honeysuckle (P)	S	<i>Lonicera tatarica</i> L.		Y
Belle honeysuckle	S	<i>Lonicera x bella</i> Zabel	Bell's honeysuckle ( <i>misapplied</i> )	Y
Dwarf honeysuckle^ (P)	S	<i>Lonicera xylostemon</i> L.	European fly-honeysuckle	Y
Ragged robin (P)	H	<i>Lychnis flos-cuculi</i> L.		Y
Moneywort* (P)	H	<i>Lysimachia nummularia</i> L.	Creeping jenny	N/A
Garden loosestrife* (P)	H	<i>Lysimachia vulgaris</i> L.	Garden yellow loosestrife	Y
Purple loosestrife	A	<i>Lythrum salicaria</i> L.		Y
European watercress (P)	A	<i>Marsilea quadrifolia</i> L.	Water shamrock	Y
Japanese stilt grass	G	<i>Microstegium vimineum</i> (Trin.) A. Camus		Y
Eulalia* (P)	G	<i>Miscanthus sinensis</i> Andersson	Chinese or Japanese silvergrass	N/A
Forget-me-not	A	<i>Myosotis scorpioides</i> L.	True forget-me-not; Water scorpion-grass	Y
Parrotfeather (P)	A	<i>Myriophyllum aquaticum</i> (Vell.) Verdc.		Y
Variable-leaf watermilfoil	A	<i>Myriophyllum heterophyllum</i> Michx.		Y
Eurasian watermilfoil	A	<i>Myriophyllum spicatum</i> L.		Y
Brittle water-nymph (P)	A	<i>Najas minor</i> All.	Eutrophic water-nymph	Y
Onerow yellowcress (P)	A	<i>Nasturtium microphyllum</i> Boenn. ex. Rchb.	<i>Rorippa microphylla</i>	Y
Watercress (P)	A	<i>Nasturtium officinale</i> W.T. Aiton	<i>Rorippa nasturtium-aquaticum</i>	Y
American water lotus (P)	A	<i>Nelumbo lutea</i> Willd.	American water lotus	Y
Yellow floating heart (P)	A	<i>Nymphoides peltata</i> (S.G. Gmel.) Kuntze		Y
Scotch thistle (P)	H	<i>Onopordum acanthium</i> L.		Y
Star-of-Bethlehem (P)	H	<i>Omithogalum umbellatum</i> L.		N/A
Princess tree (P)	T	<i>Paulownia tomentosa</i> (Thunb.) Siebold & Zucc. ex Steud.	Empress-tree	Y
Reed canary grass	G	<i>Phalaris arundinacea</i> L.		N/A
Common reed	G	<i>Phragmites australis</i> (Cav.) Trin. ex Steud.	Phragmites	Y
Water lettuce^ (P)	A	<i>Pistia stratiotes</i> L.		N/A
Canada bluegrass (P)	G	<i>Poa compressa</i> L.		Y
Bristled knotweed	H	<i>Polygonum caespitosum</i> Blume	<i>Persicaria longiseta</i> ; Oriental lady's thumb	Y
Japanese knotweed	H	<i>Polygonum cuspidatum</i> Siebold & Zucc.	<i>Fallopia japonica</i>	Y
Mile-a-minute vine	H	<i>Polygonum perfoliatum</i> L.	<i>Persicaria perfoliata</i>	Y
Giant knotweed (P)	H	<i>Polygonum sachalinense</i> F. Schmidt ex. Maxim.	<i>Fallopia sachalinense</i>	Y
White poplar (P)	T	<i>Populus alba</i> L.		Y
Crispy-leaved pondweed	A	<i>Potamogeton crispus</i> L.	Curly pondweed or Curly-leaved pondweed	Y
Kudzu (P)	V	<i>Pueraria montana</i> (Lour.) Merr.	<i>Pueraria lobata</i>	Y
Fig buttercup	H	<i>Ranunculus ficaria</i> L.	Lesser celandine; <i>Ficaria verna</i>	Y
Common buckthorn	S	<i>Rhamnus cathartica</i> L.		Y
Black locust*	T	<i>Robinia pseudoacacia</i> L.		N/A
Multiflora rose	S	<i>Rosa multiflora</i> Thunb.		Y
Rugosa rose* (P)	S	<i>Rosa rugosa</i> Thunb.*	Beach, Salt spray, Japanese, or Ramanas Rose	N/A
		*Note: This plant is especially aggressive in coastal areas		
Wineberry	S	<i>Rubus phoenicolasius</i> Maxim.		Y
Sheep sorrel (P)	H	<i>Rumex acetosella</i> L.		Y
Giant salvinia^ (P)	A	<i>Salvinia molesta</i> Mitchell		Y
Tansy ragwort^ (P)	H	<i>Senecio jacobaea</i> L.	Stinking Willie	Y
Cup plant (P)	H	<i>Silphium perfoliatum</i> L.		Y
Bittersweet nightshade (P)	H	<i>Solanum dulcamara</i> L.	Climbing nightshade	Y
Water chestnut	A	<i>Trapa natans</i> L.		Y
Coltsfoot	H	<i>Tussilago farfara</i> L.		Y
Garden heliotrope (P)	H	<i>Valeriana officinalis</i> L.	Garden Valerian	Y

**Appendix A. Listings of Known Non-Native ANS and Potential ANS in Connecticut**

**Table A-1. Established Freshwater Vertebrate and Invertebrate ANS in Connecticut**

Most likely transport vectors and current threat level (1 = greatest threat, 2 = modest threat, 3 = low threat). \*See Table 1, Section 2.4, for more detailed information/listing of vectors.

SPECIES	LATIN NAME	VECTORS	LIKELIHOOD OF INTRODUCTION / SPREAD	LIKELIHOOD OF ESTABLISHMENT	SEVERITY OF IMPACT
<b>Freshwater Vertebrates</b>					
Landlocked Alewife	<i>Alosa pseudoharengus</i>	Bait trade/ anglers, fishways, water diversions, stocking programs	1	1	1
Tench	<i>Tinca tinca</i>	Bait trade/anglers	1	1	1
Bowfin	<i>Amia calva</i>	Bait trade/anglers, aquaculture, aquarium industry/hobbyists	2	2	3
Idle or Orfe	<i>Leuciscus idus</i>	Bait trade/anglers	3	3	3
Goldfish	<i>Carassius auratus</i>	Aquarium trade/hobbyists	1	1	2
Common Carp and Koi	<i>Cyprinus carpio</i>	Aquarium trade/hobbyists	1	1	2
Gizzard shad	<i>Dorosoma cepedianum</i>	Bait trade/ anglers, fishways, water diversions, stocking programs	2	2	1
Green sunfish	<i>Lepomis gibbosus</i>	Bait trade/anglers, aquaculture	2	2	3
Yellow perch	<i>Ameiurus natalis</i>	anglers, aquaculture	1	1	2
<b>Freshwater Invertebrates</b>					
Zebra mussel	<i>Dreissena polymorpha</i>	Commercial and recreational vessels, bait trade/anglers, equipment (dredges, aquatic weed harvesters, construction)	2	2 (1996)	1
Asiatic clam	<i>Corbicula fluminea</i>	Commercial & recreational boats, bait trade/anglers, aquarium industry/hobbyists, equipment (dredges, construction, aquatic weed harvesters)	2	2 (1990)	2
Brackish water mussel	<i>Mytilopsis leucophaeta</i>	Commercial & recreational boats, bait trade/anglers, aquarium industry/hobbyists, equipment (dredges, construction, aquatic weed harvesters)	3	2	2
Rusty crayfish	<i>Orconectes rusticus</i>	Bait trade/anglers, aquaculture, aquarium industry/hobbyists, research facilities, stocking programs	1	1	2

**Table A-2. Potentially Threatening Freshwater Vertebrate and Invertebrate ANS in Connecticut**

Most likely transport vectors and current threat level (1 = greatest threat, 2 = modest threat, 3 = low threat). \*See Table 1, Section 2.4, for more detailed information/listing of vectors.

SPECIES	LATIN NAME	VECTORS	LIKELIHOOD OF INTRODUCTION / SPREAD	LIKELIHOOD OF ESTABLISHMENT	SEVERITY OF IMPACT
<b>Freshwater Vertebrates</b>					
Snakeheads	<i>Channa sp.</i>	Bait trade/anglers, seafood industry, retailers, restaurants	2	2	1
Black Carp	<i>Mylopharyngodon piceus</i>	Aquaculture	3	2	2
Silver carp	<i>Hypophthalmichthys molitrix</i>	Aquaculture	3	2	2
Bighead carp	<i>Hypophthalmichthys nobilis</i>	Aquaculture	3	2	2
Crucian carp	<i>Carassius carassius</i>	Aquaculture	3	2	2
Grass carp diploid	<i>Ctenopharyngodon idella</i>	Aquaculture	2	3	2
Rudd	<i>Scardinius erythrophthalmus</i>	Bait trade/anglers	2	2	2
Round goby	<i>Neogobius melanostomus</i>	Comm. & rec. boats, bait trade/anglers	2	1	1
Tubenose goby	<i>Proterorhinus marmoratus</i>	Comm. & rec. boats, bait trade/anglers	3	1	2
Eurasian ruff	<i>Gymnocephalus cernuus</i>	Comm. & rec. boats, bait trade/anglers	3	3	3
Gars	<i>Lepisosteidae</i>	Aquaculture	3	3	3
Walking catfish	<i>Clarias batrachus</i>	Aquaculture	3	3	3
Hybrid striped bass	<i>Morone saxatilis</i> X <i>Morone americana</i>	Aquaculture	2	2	2
Piranha	<i>Pygocentrus spp. and Serrasalmus spp.</i>	Aquarium industry/hobbyists	3	3	3
Flathead catfish	<i>Pylodictis olivaris</i>	Aquaculture	2	1	1
Unauthorized aquarium fish sp.		Aquarium industry/hobbyists	1	2	2
Unauthorized bait fish sp.		Aquaculture	1	1	1
Transgenic fish sp.		Aquaculture	2	3	2
Blue catfish	<i>Ictalurus furcatus</i>		2	1	1
Sturgeon sp.	<i>Acipenser sp.</i>	Aquarium industry	1	2	1
<b>Freshwater Invertebrates</b>					
Quagga mussel	<i>Dreissena bugensis</i>	Comm. & rec. boats, bait trade/anglers	3	2	1
Spiny water flea	<i>Bythotrephes longimanus</i> & <i>cederstroemi</i>	Comm. & rec. boats, bait trade/anglers	2	2	2
Fishhook water flea	<i>Cercopagis sp.</i>	Comm. & rec. boats, bait trade/anglers	2	2	1
New Zealand mud snail	<i>Potamopyrgus antipodarum</i>	Rec. boats, bait and anglers	2	1	1
Misc. amphipods		Comm. & rec. boats	3	2	1
Chinese mitten crab	<i>Eriocheir sinensis</i>	Live seafood, bait trade/anglers	3	2	2
Misc. isopods					
Eurasian mysids					1
Misc. aquarium invertebrate sp.		Aquarium industry/hobbyists			
Spiny water flea	<i>Bythotrephes longimanus</i> & <i>cederstroemi</i>	Comm. & rec. boats, bait trade/anglers	2	2	2

**Table A-3. Freshwater Inland Invasive Plants**

Established and potentially threatening freshwater invasive plants in Connecticut, most likely transport vectors and current threat level (1 = greatest threat, 2 = modest threat, 3 = low threat). Year in parentheses indicates when species banned by State of Connecticut. \*See Table 1, Section 2.4, for more detailed information/listing of vectors.

SPECIES	LATIN NAME	VECTORS	LIKELIHOOD OF INTRODUCTION / SPREAD	LIKELIHOOD OF ESTABLISHMENT	SEVERITY OF IMPACT
<b>Established Freshwater Aquatic Invasive Plants</b>					
Brazilian waterweed (2003)	<i>Egeria densa</i>	Waterfowl, birds, water currents, recreational boating, equipment, bait trade anglers, aquarium industry/hobbyists, garden industry gardeners & research	1	Established Only from limited sites to date	2
Hydrilla (2003)	<i>Hydrilla verticillata</i>	See first listing	1	Established Only from limited sites to date	1
Parrotfeather (2005)	<i>Myriophyllum aquaticum</i>	See first listing	2	Established Only from limited sites to date	2
Water chestnut (2003)*	<i>Trapa natans</i>	See first listing	1	Established	1
Fanwort (2003)	<i>Cabomba caroliniana</i>	See first listing	1	Established	1
Yellow Iris (2005)	<i>Iris pseudacorus</i>	Garden industry gardeners	2	Established	3
Purple Loosestrife (2005)	<i>Lythrum salicaria</i>	Garden industry Gardeners	1	Established	1
Variable-leaf Water-milfoil hybrids (2003)	<i>Myriophyllum heterophyllum</i>	Waterfowl, birds, water currents, recreational boating, equipment, bait trade anglers	1	Established	1
Eurasian Water-milfoil (2003)	<i>Myriophyllum spicatum</i>	Waterfowl, birds, water currents, recreational boating, equipment, bait trade anglers	1	Established	1
Brittle or Eutrophic Water-nymph (2005)	<i>Najas minor</i>	See first listing	2	Established	2
Common Reed, nonindigenous genotypes (2005)	<i>Phragmites australis</i>	Seeds	1	Established	1
Curly-leaved Pondweed (2003)	<i>Potamogeton crispus</i>	See first listing	2	Established	2
Flowering Rush (2005)	<i>Butomus umbellatus</i>	Garden industry Gardeners Water currents	3	Established Only from limited sites to date	3
Pond Water-starwort (2005)	<i>Callitriche stagnalis</i>	Waterfowl, birds, water currents, recreational boating, equipment	3	Established Only from limited sites to date	3
Mud Mat	<i>Glossostigma cleistanthum</i>	Waterfowl, birds, water currents, recreational boating, equipment	2	Established	2
European Waterclover (2005)	<i>Marsilea quadrifolia</i>	Garden industry Gardeners	3	Established Only from limited sites to date	3

Forget-Me-Not (2005)	<i>Myosotis scorpiodes</i>	Garden industry Gardeners	3	Established	3
American Water Lotus (2005)	<i>Nelumbo lutea</i>	Garden industry Gardeners	3	Established Only from limited sites to date	3
Onerow Watercress/ Yellow cress (2005)	<i>Nasturtium microphylla</i>	Garden industry Gardeners	3	Established	3
Watercress (2005)	<i>Nasturtium officinale</i>	Garden industry Gardeners	3	Established	3
<b>Potentially Threatening Freshwater Aquatic Invasive Plants</b>					
Common Water-Hyacinth	<i>Eichhornia crassipes</i>	Garden industry Gardeners	2	2	2
Yellow Floating Heart (2005)	<i>Nymphoides peltata</i>	Garden industry Gardeners	2	2	2
Giant Salvinia (2005)	<i>Salvinia molesta</i>	Waterfowl, birds, water currents, recreational boating, equipment, bait trade anglers, Garden industry	1	2	1

# Sample Contract

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

(1) <input type="checkbox"/> ORIGINAL  <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S.  P.O.
------------------------------------------------------------------------------------	--------------------------------------------

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

STATE AGENCY	(5) AGENCY NAME AND ADDRESS <b>DEEP - _____, 79 Elm Street, Hartford, CT 06106-5127</b>	(6) Dept No. <b>DEP4300</b>
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CONTRACT PERIOD	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/>
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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.  <div>Page 1 of 9</div> Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.
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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 ____ page(s) numbered B-1 through B-____).  Total Payments Not to Exceed the Maximum Amount of \$_____.
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(11) OBLIGATED AMOUNT										
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account

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

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

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

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. 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.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

2. 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.

3. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

4. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. 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.
6. 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 addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
7. 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, which 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.

8. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Client Agency all in an electronic format acceptable to the State 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 three documents to the Client Agency. Contractor shall provide an annual electronic update of the three documents to the Client Agency and the State 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.

9. 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.

10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General

Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

11. 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.

12. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 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," attached as Exhibit C.

13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the 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 request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must 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. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no 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 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. In no event shall the Agency or the State have 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.

14. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency 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 Agency 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 Agency 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 Agency, 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 Covered Entity.
15. 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.

16. Non-Discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "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.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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
- (10) "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, unless the contract is a municipal public works contract or

quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, status as a veteran, 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 ensure 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, status as a veteran, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, 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 C.G.S. §46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

17. Antitrust 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.
18. 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.
19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. 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.
27. 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.
28. Affirmative Action and Sexual Harassment Policies. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. 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.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

## APPENDIX A

### SCOPE OF WORK

**Purpose:** To . . .

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

**Insert Specific Paragraph Title(s):** *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted ? What are due dates for deliverables and any reports? Where...is the service to be provided ? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*

**Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this Contract on page \_\_\_\_.

**Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the \_\_\_\_\_ as follows: "Funding provided by the [*list grant program*] administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."

**Publication of Materials:** The Contractor must obtain written approval from DEEP's \_\_\_\_\_ prior to distribution or publication of any printed material prepared under the terms of this Contract.

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

**ADA Publication Statement:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. \_\_\_\_\_ following completion of \_\_\_\_\_. [*This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.) Be specific on when payments will be made and what documentation needs to accompany the invoice.*]

b. \_\_\_\_\_ remainder following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.

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

**APPENDIX C**

**SAMPLE FINAL FINANCIAL REPORT**

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

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

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



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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.