



**BUREAU OF WATER PROTECTION AND LAND REUSE  
NOTICE OF REQUEST FOR PROPOSALS  
DECEMBER 07, 2009**

***Stormwater General Permits and  
Incorporation of Low Impact Development  
Evaluation***

The CT Department of Environmental Protection (CT DEP) is soliciting proposals for development of a study to evaluate Connecticut's stormwater general permits to promote better site design and incorporation of low impact development practices to minimize stormwater runoff volume and pollutant loads for new land use development projects. All qualified environmental consultant, non profit or university institutions are eligible.

***PROPOSAL DEADLINE: January 8, 2010***

A COMPLETE ORIGINAL PROPOSAL MUST BE **RECEIVED** AT THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER PROTECTION AND LAND REUSE, 79 ELM STREET, HARTFORD, CONNECTICUT BY THE PROPOSAL DEADLINE. **POSTMARKS WILL NOT COUNT.**

FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.

Proposers will be notified of the funding decision by January 15, 2010.

**PROJECT PURPOSE**

**Introduction**

The goal of this project is to evaluate improved and innovative approaches for more effectively controlling stormwater quantity and quality through the Connecticut Stormwater General Permits (SGP). Objectives of the project are to:

- 1) Establish performance goals and criteria for management practices common to SGP implementation;
- 2) Identify how the performance goals and criteria can be most effectively incorporated into the SGP to meet permit limits and conditions; and
- 3) Identify mechanisms for incorporating Low Impact Development (LID) best management practices (BMP) and pollution prevention practices into the SGP for priority attention.

## Project Background

The best opportunities for preventing potentially negative impacts of stormwater runoff lie with new development when planning and site design can accommodate necessary BMPs, including LID and pollution prevention techniques, often much more cost effectively than by retrofitting existing development. This is of special concern in states like Connecticut that are urbanized and growing. Proper attention to watershed planning and preventive management during the site design phase will help assure water quality targets are met that both prevent degradation and, in cases where impairments exist in the watershed, meet water quantity and quality management goals. For these reasons, this project will focus on Connecticut's Stormwater Construction General Permit, although the application of the lessons and tools developed to other stormwater permits (industrial, commercial and municipal separate sanitary sewer system (MS4) general stormwater permits) should be considered and reported.

The project will explore several aspects of stormwater permitting, including the following:

- the use of runoff volume as the indicator of environmental effect and management success;
- the relationship between volume and pollutant control;
- establishing appropriate permit limits relative to storm size and runoff volume;
- necessary guidance, including performance criteria for both LID/pollutant prevention techniques, as well as traditional "end-of-pipe" practices;
- role and benefits of a stormwater utility;
- incorporation of these approaches into the SGP and state guidance manual; and
- relevance and expansion of the approach to industrial, commercial and MS4 general permits.

Many of these practices and potential approaches are being tried or piloted in studies in other states, including Connecticut, which will provide real world evaluations as a foundation for the study. The consultant will have the opportunity to propose which, if any, other strategies are appropriate to include for consideration by the CT DEP.

A contract will be awarded by CT DEP to a qualified consultant that will work with CT DEP and external stakeholders to coordinate the project and revise applicable DEP guidance documents. The successful contractor will address the above considerations, as well as evaluate the alternative options to stormwater management incorporating low impact development strategies.

Proposals shall include the following Tasks:

1. Identify partners relevant to the project. DEP will work with the chosen contractor to establish an in-house work team of both Stormwater Permitting and Planning (LID) staff to coordinate with the additional partners;
2. Identify approaches and make recommendations for meeting the above goal and objectives of the study;

3. Develop at least two alternative scenarios or methodologies for implementing recommended changes into the SGP and include the rationale for the selection of those alternatives;
4. Evaluate the inclusion of LID/pollution prevention practices into SGP, and consider the potential role of a stormwater utility or similar approaches;
5. Incorporate necessary revisions into Connecticut's guidance manuals for stormwater and erosion and sediment control to support the SGP; and
6. Produce a (final) technical report summarizing the results and programmatic recommendations with respect to Tasks 3, 4 and 5, and others that may arise in the development of the project.

The institution awarded will provide the following reports as deliverables during this study:

1. Quarterly Progress reports
2. Draft Report – due approximately January 31, 2011.
3. Final Report – due approximately no later than August 17, 2011.
4. Final revisions incorporated into the guidance manuals for stormwater and erosion and sediment control – due approximately no later than August 17, 2011.

It is anticipated that a successful project will provide the support and tools for more innovative and progressive SGP implementation process in the State of Connecticut, with a stronger focus on watershed planning and LID/pollution prevention as more natural and cost effective means to meet water quality goals instead of reliance on end of pipe treatment. Ancillary benefits for other stormwater permits and nonpoint source management both in Connecticut and other states is anticipated.

## **AWARD PROCESS**

Proposals received will be reviewed by CTDEP staff and will be ranked in accordance with the attached Eligibility Requirements and Funding Criteria (Attachment A). CTDEP will be sole arbiter of awards. Proposers will receive written notification of the decision. In some cases, CTDEP may recommend modification to a project proposal or will offer to fund a dollar amount that differs from the proposal. Following approval of the project proposal including any requested changes, a contract will be drafted and mailed out for signature by the Contractor and returned for subsequent state contract approval. Project work to be funded by the contract cannot begin until the contract has been fully executed.

Attached are eligibility requirements, funding criteria, and proposal submittal instructions (Attachment A), and a budget summary page (Attachment B). Submission of complete and accurate information will enhance the possibility of a proposal being selected for funding.

For those proposers who have previously received funding through the Department of Environmental Protection, past performance will be a factor considered in the approval process.

□ **MAIL ORIGINAL AND 5 COPIES OF PROPOSALS TO:**

ATTN.: Victoria Horton, Fiscal Administrative Officer  
Bureau of Water Protection and Land Reuse  
Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

All questions regarding this RFP and submission requirements must be directed to the CTDEP contact person identified above. Proposers are required to limit their contact regarding this RFP to the person named herein.

A Selection Committee, composed of CTDEP staff, will review all proposals and recommend a finalist to the Commissioner of DEP.

It is our intention to notify the successful proposer by January 15, 2010 and to initiate this project as soon as possible thereafter following execution of the contract. The contract is anticipated to be awarded by and the contract period will be for a maximum of two years.

**FOR FURTHER INFORMATION:**

Please call Victoria Horton at (860) 424-3744 or E-mail at: [victoria.horton@ct.gov](mailto:victoria.horton@ct.gov)

Thank you for your interest in this project. We look forward to receiving your proposals.

# ATTACHMENT A

## I. ELIGIBILITY REQUIREMENTS

### 1. Eligible Proposers:

Eligible Proposers are consultants, companies and institutions that have:

- a. Extensive expertise and experience in project management and project coordination.
- b. Ability to coordinate large diverse stakeholder groups and formulate meaningful and practical recommendations for stormwater management incorporating low impact development practices and implementation strategies and tools.
- c. Extensive expertise and experience in low impact development practices and relevant planning strategies.
- d. Extensive expertise and experience in water quality and water resource management, specifically stormwater management and related land use management.

Proposers interested in submitting a proposal for this project are required to demonstrate:

- knowledge of water quality issues and impairments including stormwater issues and impairments, and water quality standards;
- knowledge of low impact development practices and the relationship to stormwater management;
- ability and experience in stormwater quality monitoring and land use planning;
- knowledge of urban stormwater and non-point source pollution and control management measures including
  - stormwater management and permit processes;
  - low impact development;
  - facility development management and maintenance;
  - stormwater treatment, retrofitting, and available technologies;
- Knowledge of intergovernmental coordination;
- mapping and GIS capability;
- availability of personnel to produce the plan and capability of executing the required work without interruption, and within the expected timeframe.
- knowledge and ability in development and implementation of a public outreach campaign;

Collaborative proposals are encouraged.

### 2. Conditions:

All Proposers must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the State.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- c. The Proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- d. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate, or otherwise in the best interests of the State. Failure to comply with requirements of this RFP or instructions contained in any subsequent amendment may result in a firm's proposal not being considered.
- e. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.

### **3. Rights Reserved to the State:**

- a. No additions or changes to the original proposal will be allowed after submittal unless specifically requested by CTDEP staff. While changes are not permitted, clarification of proposals may be required by the State at the Proposer's sole cost and expense.
- b. In some cases, Proposers may be required to give presentations or further explanation to the selection committee.
- c. 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 they 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 the State participated directly in the Proposer's proposal preparation. This paragraph shall not be construed to prohibit consortiums or teams applying as one Proposer.
- d. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.
- e. The State reserves the right to reject any or all bids; to award in part, to reject any and all bids in whole or in part for misrepresentation or if the Proposer is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

## **II. FUNDING CRITERIA**

The CTDEP intends to award the contracts to the Proposer deemed most qualified and responsive to the requirements set forth in this RFP and whose rates are considered reasonable and cost-effective. Proposals will be ranked and ultimately selected based upon the following considerations:

- 1) Satisfactorily meets the eligibility requirements listed above.

- 2) Clearly and completely provides the information requested in the RFP e.g. description of the proposed project, schedule, and budget.
- 3) Provides tangible and specific results that are measurable.
- 4) Identifies approaches that are technically sound and innovative.
- 5) Provides a realistic implementation plan for completion that is achievable within the proposed timeframe.
- 6) Includes a realistic budget based on the scope of work and timeframe, sufficiently detailed with appropriate budget breakdown of specific tasks.
- 7) Provides documentation demonstrating sufficient experience and expertise to perform the project and have a favorable track record of past performance. More specifically and as necessary, the entity must have technical expertise in the applicable areas, including but not limited to stormwater and wastewater management, hydrology, water quality, and pollution prevention. In addition, the entity should also be capable of providing public relations, Geographic Information Systems (GIS) maps, technical design, and product publishing.
- 8) Provides documentation demonstrating sufficient resources to perform the project as proposed.
- 9) Past performance of Proposer if previously funded by the Department of Environmental Protection.

Please note the maximum available funding is \$150,500.

The CTDEP may summarily reject proposals that are not submitted in conformance with this RFP and any amendment hereto or that do not meet the necessary selection criteria. Moreover, the CTDEP will not award the contract to any respondent who is not capable, in the CTDEP's judgment, of satisfactorily performing the work described in this RFP. The CTDEP reserves the right to reject all proposals.

### **III. PROPOSAL SUBMITTAL INSTRUCTIONS**

Proposals must include a complete application package. Please read these instructions in their entirety and answer each question consecutively by number. There is no application form associated with this program, but your proposal must address each numbered item specified below. Clearly identify each response by both number and item title (e.g., 1. NAME, ADDRESS AND PHONE NUMBER OF PROPOSER).

The level of detail required to fully answer each question is related to the scale and scope of the proposed planning effort. Proposers are requested to provide a thorough description of the proposed project and answer each question as it applies to the activity. Please do not leave any blanks; numbered items that do not apply to your project should be marked "not applicable." Submission of complete and accurate information will enhance the chance of the proposal being selected for funding.

An original and five (5) copies of the proposal and any supporting documentation must be mailed or hand delivered to the following address:

Attention: Victoria Horton, Fiscal Administrative Officer  
Department of Environmental Protection  
Bureau of Water Protection and Land Reuse  
79 Elm Street  
Hartford, CT 06106-5127

All approaches proposed to address the tasks identified in the Request for Proposal will require the review and approval of CT DEP throughout the project.

### 1. Project Funding

There is a maximum of \$150,500 is available. Proposals that exceed \$150,500 will not be considered.

### 2. Schedule for Submission of Proposals and Award of Contract

- 1) All proposals and supporting documentation must be received at the CTDEP at 79 Elm Street, Hartford, CT by **4:30 P.M. on January 8, 2010**. No proposals, supporting documents, or oral, written or other form of amendment to any proposal received after that date and time will be considered. Proposals submitted via facsimile or electronic mail will not be accepted.

The CTDEP may request at any time additional information clarifying matters represented in the proposals, and, if so requested proposers must provide information in the manner specified and within the time period stated.

- 2) Anticipated date of Contractor selection or notification is January 15, 2010.

### 3. RFP Timeline (Schedule of Events)

The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the deadline are target dates only.

<i>December 07, 2009</i>	<i>RFP Released</i>
<i>December 15, 2009 4:30 p.m.</i>	<i>Letter of Intent Due</i>
<i>December 18, 2009 4:30 p.m.</i>	<i>Deadline for Questions</i>
<i>December 22, 2009</i>	<i>Official Answers Released</i>
<i>January 8, 2010, 4:30 p.m.</i>	<i><b>Deadline for Submitting Proposals</b></i>
<i>January 15, 2010</i>	<i>Contractor Selection</i>
<i>January 31, 2010</i>	<i>Start of Contract</i>

### 4. Instructions for Proposers

- a. **Official Agency Contact.** All proposals/materials must be submitted to and all communications shall be with:

Victoria Horton, Fiscal Administrative Officer  
Bureau of Water Protection and Land Reuse  
Department of Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127  
Phone: (860) 424-3744  
Fax: (860) 424-4055  
[victoria.horton@po.state.ct.us](mailto:victoria.horton@po.state.ct.us)



- b. **Letter of Intent.** Any Proposer intending to respond to this RFP must complete and submit a Letter of Intent (Attachment 1) to the Official Agency Contact by US mail or facsimile not later than 4:30 p.m. on December 15, 2009. As an original signature is required, a letter of intent sent by e-mail will not be accepted. The letter of intent is non-binding, in that the Proposer is not required to submit an application.
- c. **Communications Notice.** 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.
- d. **Inquiry Procedures.** Proposers may submit questions about the RFP to the Official Agency Contact on or before December 18, 2009. Questions must be in writing and submitted by US mail, facsimile, or e-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. The agency reserves the right to provide a combined answer to similar questions. The agency will distribute official answers to the questions, in the form of a written amendment, not later than December 22, 2009 to all Proposers who submitted a letter of intent. Any Proposer who has not received the amendment within two business days following the distribution date may contact the Official Agency Contact by telephone to request a copy. Any and all amendments to this RFP will be posted by December 28, 2009 on the agency's website at <http://www.ct.gov/dep/site/default.asp> and navigating to Public Participation then Business Opportunities, Grants & Financial Assistance the click on DEP Bid Notices/RFPs.
- e. **Confidential Information.** Proposers are advised not to include in their proposals any proprietary information. The Connecticut Freedom of Information Act generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by statute (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Proposer submitting the information requests confidentiality, then the information generally is considered to be given in confidence." Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.
- f. **Affidavit Concerning Gifts and Campaign Contributions.** Pursuant to Public Act 04-245, all Proposers must provide a signed affidavit attesting to whether or not gifts were provided to certain public officials or State employees during the two-year period preceding the submission of a proposal. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who files an affidavit pursuant to Public Act 04-245 shall disclose in those affidavits all contributions made to campaigns of candidates for state-wide public office or the General Assembly. Further, any Contractor who is awarded a large State contract shall update the affidavit on an annual basis. Go to [http://www.ct.gov/opm/lib/opm/finance/psa/opm\\_ethicsform1\\_103107.doc](http://www.ct.gov/opm/lib/opm/finance/psa/opm_ethicsform1_103107.doc)
- g. **Campaign Contribution Ban**  
With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's

notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See [SEEC Form 10](#).

- h. **Minimum Submission Requirements.** At a minimum, five (5) copies of the proposals must (1) be submitted before the deadline, (2) follow the required format, (3) satisfy the packaging and labeling requirements, (4) meet the style requirements, (5) not exceed the project amount identified in the RFP, (6) be complete, and (7) include the required affidavits concerning gifts and campaign contributions. Proposals that fail to meet these minimum submission requirements may be disqualified at the CTDEP’s sole discretion and not reviewed further.
- i. **Multiple Submissions.** Multiple proposals by the same Proposer will be considered. A Proposer may submit a maximum of three (3) proposals in response to this RFP.
- j. **Affirmations Concerning Contract and Conditions.** Include a written statement that the Proposer has read and accepts the RFP’s conditions, the agency’s standard contract and conditions, and the State’s contract compliance requirements in their entirety and without amendment. The statement must be signed by the Proposer.
- k. **Contract Compliance Requirements.** (See [CHRO website](#) for specific forms.)

CONTRACT AMOUNT	Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE’s, as applic.	Affirmative Action Plan Required	CHRO Requires <u>Pre</u> Approval of Affirmative Action Plan
<b>Non Public Works Contract</b>			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No

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.

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.

- l. **Style Requirements.** Proposals must conform to the following requirements: (1) be word processed or typewritten, (2) be printed on not less than 20 lb. white paper, (3) use font size of not less than 10 and not more than 12 points, (4) have margins of not less than 1” on the top, bottom, and sides of all pages, (5) be not more than 10 pages in length, (6) use endnotes, if necessary, rather than footnotes, (7) display the Proposer’s name on the header of each page, and (8) display page numbers at the bottom of each page.
- m. **Packaging and Labeling Requirements.** All proposals must be submitted in sealed envelopes or packages. All proposals must be addressed to the Official Agency Contact. The name and

address of the Proposer must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and four conforming copies of the proposal must be submitted. The proposal must be signed by the Proposer. Unsigned proposals will be rejected. Proposals transmitted by facsimile will not be accepted or reviewed.

## **5. Required Format for Proposals**

All proposals must be accompanied by the attached *Proposal Submission Transmittal Sheet* (See Attachment 5) and address all requirements listed. Failure to follow the required format may result in the disqualification of a proposal. The following information must be submitted for the proposal.

### **A. Name, Address and Phone Number of Proposer's Representatives:**

The Proposer must designate a primary contact person and one alternate who may speak and act on behalf of the Proposer in all dealings with the agency, if necessary. Provide the name, title, location, mailing address, e-mail address, phone number(s), fax number(s), and normal hours of work of the primary contact and alternate. Phone and fax numbers must be a number where the primary contact is reachable during business hours.

### **B. Name, Title, and Signature of Authorized Representative:**

State the name and title of the representative who, if the contract is awarded, would be legally authorized to sign the contract. The applicant will need to supply a signature resolution indicating that the identified individual is legally authorized to sign the contract.

### **C. Federal Employment Identification Number/Social Security Number:**

Provide the federal employment identification number/Social Security Number (FEIN/SSN) of the Proposer and other pertinent information. (See State of Connecticut Agency Vendor Form at [http://www.das.state.ct.us/Purchase/Info/Vendor\\_Profile\\_Form\\_\(SP-26NB\).pdf](http://www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf) ). This number will be needed in order to award the contract.

### **D. Legal Status:**

If the Proposer is a firm or corporation, describe the organization's legal status (e.g., sole proprietorship, partnership, limited partnership, corporation, subchapter S corporation). Report where (in which states) the organization is registered to do business and whether it is nonprofit or profit making.

### **E. Financial Condition:**

If the Proposer is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Proposer has been in business for less than two years, such Proposer must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

**F. Qualifications and Personnel Listing:**

Discuss and demonstrate why Proposer is qualified to undertake and satisfactorily accomplish this project including qualifications of individuals who will be involved in the project. Provide a complete listing of the professional staff identified in the Work Plan along with their resumes. Each resume shall include the individual's relevant qualifications and experience.

**G. References:**

Include a minimum of two letters of reference from recent clients. Provide the following information for each reference: name, title, company address, phone number and a description of the project performed.

**H. Summary of Relevant Experience:**

List projects in the area of market research related to government or non-profit programs, public outreach, and promotion of environmental products or services.

**I. Additional Data:**

Provide any additional information, which the Proposer wishes to bring to the attention of DEP that is relevant to this RFP.

**J. Brief Description:**

Provide a brief description of the proposed project. Be sure to detail how the project will:

1. identify approaches and make recommendations for meeting the above goal and objectives of the study;
2. develop at least two alternative scenarios or methodologies for implementing recommended changes into the SGP and include the rationale for the selection of those alternatives;
3. evaluate inclusion of LID/pollution prevention practices into SGP, and consider the potential role of a stormwater utility or similar approach;
4. incorporate necessary revisions into Connecticut's guidance manuals for stormwater and erosion and sediment control to support the SGP; and
5. produce a final technical report summarizing the results and programmatic recommendations with respect to above Tasks ,and others that may arise in the development of the project.

**K. Products:**

State the products of the proposed project. Please note that a final report or other deliverable must be produced.

**L. Describe the Scope of Work:**

Describe the scope of work identifying each task, work activity, product, service, and deliverables. The proposal should include a method for measuring the success of the project relating to improved compliance or environmental benefits.

**M. 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 in response to question 12 and the total number of months needed to complete the project. Such a timeline should be taken into account in determining a proposed schedule for the project. It is anticipated that the contract will be mailed to award recipient for review and signature in 2010.

**N. Define the Budget For Implementation of the Proposed Project:**

Using the attached budget summary page (Attachment B), 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 this program. Within the budget, applicants are encouraged to contribute indirect costs, such as matching funds.

**O. Proposed Cost:**

In addition to the budget required as described in Section 5.(N) of this RFP, include a budget summary using the following format (see Attachment B):

# ATTACHMENT B

## BUDGET SUMMARY

Name of Proposer: \_\_\_\_\_

DESCRIPTION*	COST
Personnel Costs	\$ _____
Materials/Supplies:	\$ _____
Travel:	\$ _____
Contractual/Consulting Fees (specify):	\$ _____
Printing and Copying:	\$ _____
Office Expenses:	\$ _____
Other (please specify*):	\$ _____
<b>Total project costs:</b>	<b>\$ _____</b>

\*Provide detail on each line item on separate sheet

\* Note: indirect costs are not eligible for funding

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**Attachment 1**

**LETTER OF INTENT TO SUBMIT A PROPOSAL**  
**State of Connecticut**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

RFP for Stormwater General Permits and  
Incorporation of Low Impact Development Evaluation

Return to: Victoria Horton, Fiscal Administrative Officer  
Department of Environmental Protection  
Bureau of Water Protection and Land Reuse  
Planning & Standards Division  
79 Elm Street  
Hartford, CT 06106-5127  
860-424-3744 (Phone)  
860-424-4055 (FAX)

Return Deadline: 4:30 P.M., December 15, 2009

The individual, firm or corporation below intends to submit a proposal in response to the above referenced RFP.

*Note: This letter is a non-binding expression of interest and does not obligate the sender to submit a proposal.*

The individual, firm or corporation below has reviewed and, if selected, accepts the agency's standard contract and conditions (provided in the RFP) in their entirety and without amendment

Name:

Mailing Address:

Contact Person:

Telephone:

FAX:

E-mail:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

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

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

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

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

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public

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**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**  
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 10

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

**Civil penalties**—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**— Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

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

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

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

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban"

## Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**ATTACHMENT 4**

**Contract Compliance Notification to Bidders and Monitoring Report**

**Affidavit for Certification of Subcontractors**

**Contract Compliance Notice Poster**



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**ATTACHMENT 5**

**Stormwater General Permits and  
Incorporation of Low Impact Development Evaluation**

**RFP Proposal Submission Transmittal Sheet**

<b>1. Proposer's Information</b>			
Legal Name of Proposer:			
FEIN/SSN:			
Legal Status:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership
	<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (specify)
	States in Which Organization is Registered to do Business:		
Business Location:			
Mailing Address:			
<b>2. Authorized Representative</b>			
Name:			
Title:			
Address:			
Phone:		Fax:	
E-Mail Address:			
Normal Work Hours:			
<b>3. Alternate Representative</b>			
Name:			
Title:			
Address:			
Phone:		Fax:	
E-Mail Address:			
Normal Work Hours:			
<b>4. Duration of Proposed Project</b>			
<b>5. Total Cost Estimate of Proposed Project</b>			
<b>6. Summary of Proposed Project</b>			
See Attachments for:	<input type="checkbox"/> Qualifications Statement	<input type="checkbox"/> Affirmative Action / Contract Compliance Documents	
	<input type="checkbox"/> Detailed Scope of Work	<input type="checkbox"/> Affidavits Concerning Gifts and Campaign Contributions	
	<input type="checkbox"/> Detailed Budget	<input type="checkbox"/> References	

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**ATTACHMENT 6**

**Standard Contract**

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

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

(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	

STATE AGENCY	(5) AGENCY NAME AND ADDRESS <b>DEP - _____, 79 Elm Street, Hartford, CT 06106-5127</b>	(6) Dept No.
--------------	---	--------------

CONTRACT PERIOD	(7) DATE (FROM) _____ THROUGH (TO) _____	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	--	---

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

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of 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.

Continued on Page 3 of 4, which is attached hereto and made a part hereof.  
Page 1 of 4  
(Page 2 of 4 is the reverse side of this sheet)

(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 \$\_\_\_\_\_.

(11) COMMITTED AMOUNT	(12) OBLIGATED AMOUNT
-----------------------	-----------------------

(13) Amount	(14) Dept	(15) Fund	(16) SID	(17) Program	(18) Project	(19) Activity	(20) Bud Ref	(21) Agency CF 1	(22) Agency CF 2	(23) 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). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

<b>ACCEPTANCES AND APPROVALS</b>	(24) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended
(25) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE _____ DATE _____
(26) AGENCY (AUTHORIZED OFFICIAL)	TITLE _____ DATE _____
(27) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE _____

## TERMS / CONDITIONS

### EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

### NON-DISCRIMINATION

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes as amended by PA 07-142:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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, mental retardation 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. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (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 section 46a-56, as amended by this act. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes as amended by PA 07-142:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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 of 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 section 46a-56, as amended by this act; (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 section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

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

### 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 Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

(b) The Contractor shall 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.

(c) 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.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

### 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.

## STANDARD TERMS AND CONDITIONS

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: \_\_\_\_\_, Department of Environmental Protection - \_\_\_\_\_, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to the \_\_\_\_\_ for its contribution to the project.
3. 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.
4. Change in Principal Project Staff.
5. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.
6. 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.
7. 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.
8. Third Party Participation. The Contractor may make sub-awards 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.
9. 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.
10. Definition of "Execution". This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
11. State Audit (for grants only). The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes Section 7-396a and 396b, and the State Single Audit Act Sections 4-230 through 4-236 inclusive, and Regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records will be made available to the state and/or federal auditors upon request.
12. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
13. 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.
14. Cancellation/Termination: This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, 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. DEP 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 performance



under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP , in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.

15. 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.
16. Forum and Choice of Law: The Contract shall be deemed 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.

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

**Purpose:** To . . .

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

- 1. Insert Specific Paragraph Title(s):** *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted ? What are due dates for deliverables and any reports? Where...is the service to be provided ? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*
- 2. Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The contractor shall adhere to the budget which is included in this contract on page \_\_\_\_.
- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the \_\_\_\_\_ as follows: "Funding provided by the [*list grant program*] \_\_\_\_\_ administered by the Connecticut Department of Environmental Protection (DEP)."
- 4. Publication of Materials:** The Contractor must obtain written approval from DEP's \_\_\_\_\_ prior to distribution or publication of any printed material prepared under the terms of this contract.
- 5. Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:  
  
Department of Environmental Protection  
Planning and Standards Division  
Watershed Management Program  
79 Elm Street  
Hartford, CT 06106-5127
- 6. 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.
- 7. Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions

specifically stated in the original contract and any prior amendments, including but not limited to:

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

If it is anticipated that the project can not 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.

**8. 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*].

**9. 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. \_\_\_\_\_% of total amount (or \$\_\_\_\_\_) following execution of this contract; *[delete this section if no execution payment will be paid]*
- b. \_\_\_\_\_ following completion of \_\_\_\_\_. *[This may include several "phases or series of deliverables. Be specific.]*
- c. 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 DEP. 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 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>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 BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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

**DUTY TO INFORM**

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

**PENALTIES FOR VIOLATIONS**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**CONTRACT CONSEQUENCES**

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

**Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which

such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.