

**TOWN OF GLASTONBURY
REQUEST FOR QUALIFICATIONS (RFQ)
FOREST INVENTORY AND ASSESSMENT
RPGL-2024-20**

DUE DATE AND TIME: FEBRUARY 27, 2024 by 11:00 AM

The Town of Glastonbury will be accepting proposals from qualified respondents interested in assisting the Town with developing a Forest Inventory and Assessment throughout certain sections of Town-owned land located in the town.

Interested individuals and firms should obtain the complete Request for Qualifications (RFQ) and related information from the Town website at www.glastonburyct.gov/rfp. Proposal responses must be submitted electronically by no later than the time and date indicated above. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com/> under the RFQ title “*RPGL-2024-20 – Forest Inventory and Assessment*”. Respondents will be required to create a profile before submitting their proposal. Step-by-step instructions on how to register as a vendor are available at this website:

<https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to submit a proposal.

Gina Consiglio
Purchasing Agent

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Attachments

- Attachment A – Town of Glastonbury Proposal Response Page
- Attachment B – Statement of Non-Collusion
- Attachment C – Town of Glastonbury Municipal Open Space Map
- Attachment D- State of Connecticut Grant Documents

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SECTION I – GENERAL INFORMATION

OVERVIEW and BACKGROUND

The Town of Glastonbury (the “Town”) intends to contract for the services of an experienced Respondent to assist the Town with developing a Forest Inventory and Assessment (“Inventory”) on designated Town-owned open space parcels. The Inventory will be Phase 1 of a Comprehensive Forest Action Plan, to be developed over the next 2-3 years. Inventory and assessment methods will include:

- Review of existing documentation and mapping
- Establish a field survey schedule with staffing assignments and responsibilities
- Develop a site access and safety plan
- Perform site visits to verify and gather information through walking existing trails, parcel boundaries, and performing transects/grid surveys
- Perform “bio-blitz” or plan cruise

This RFQ is designed to identify Respondents who possess the qualifications necessary to create an effective Inventory of approximately 3,063 acres of forested land. The Town seeks a qualified Respondent with demonstrated experience in developing such an Inventory will support a long-range management plan for the Town’s forests.

SECTION II – SCOPE OF WORK

Through this request for qualifications (RFQ), the Town of Glastonbury is seeking to identify Respondents who possess the experience and expertise necessary to develop an effective Forest Inventory and Assessment. It is the Town’s intention to work with the selected Respondent to develop the Inventory of approximately 3,063 acres of forested land located throughout the Town. The attached *Town of Glastonbury Municipal Open Space Map (Attachment C)* lists each open space by name and acreage. Please note that the total acreage reported on the map is 3,932.35 acres as it includes parks with approximately 208.74 of non-forested lands. In 2023, the Town inventoried two large parcels – JB Williams and the Keeney Street open spaces. These inventories included approximately 661.02 acres, leaving a remaining 3,062.61 acres to be inventoried and assessed in the proposed project. Respondents are encouraged to visit the [Town GIS](#) to view these properties as well. To do so, visit www.glastonburyct.gov/gis and click on the Layers tab at the bottom left to modify your view to include various layers. Helpful layers to review include, but are not limited to: Topography; Soil; Natural Resources, Zoning/Regulatory Layers; and Parks and Trails.

SPECIFIC SERVICES

This RFQ will serve as the first step of a multi-phased project to identify Respondents who possess the qualifications necessary to develop a Forest Inventory and Assessment. The Plan should address the elements outlined below; therefore, Respondents should demonstrate experience and expertise in:

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- Conducting and completing field investigations to assess flora and fauna diversity, population, distribution and overall ecosystem health
- Reviewing existing conditions documentation and mapping
- Establish a field survey schedule with staffing assignments and responsibilities
- Developing a site access and safety plan
- Performing site visits to verify and gather information through walking existing trails, parcel boundaries, and performing transects/grid surveys
- Performing “bio-blitz” or plan cruises
- Developing a project geodatabase as a system of record to store spatial and attribute information for the open space tracts to be investigated.
- Conducting community engagement and community surveys

Proposed Project Tasks

The Town is anticipating that this project will be structured as outlined below. The selected Respondent will be expected to participate in meetings with Town staff and review findings and recommendations with elected/appointed boards and commissions and the community. Such meetings may take place at Town Hall or other locations throughout town. The project tasks will be shared with Town staff, as outlined in the timeline table at the end of this section.

Task 1 Preliminary Existing Conditions Mapping

Perform preliminary existing conditions mapping and desk top assessment of town-owned forest open spaces to determine existing baseline. The goal of the database review is to identify open spaces with representative larger forest tracts.

Task 2 Community Survey

Conduct a hybrid online and paper community survey to gather forest user and existing conditions information.

- 2.1 Develop list of survey questions and forms.
- 2.2 Launch and promote survey through a public information meeting, public announcements, posters with QR codes, and social media for a period of approximately two months. When possible, utilize volunteers and local organizations to distribute surveys.
- 2.3 Evaluate survey findings and summarize public input.

Task 3 Forest Inventory and Assessment Planning

Determine Forest Inventory and Assessment Process from mapping analysis and public survey results.

- 3.1 Develop criteria with CT licensed forester to select and assess control forest tracts to perform forest inventory and assessment. These may include parameters such as:

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- Acreage of forest tract
- Biodiversity/composition of forest stands
- Evidence of tree regeneration
- Lands with cultural, historical significance, and community or recreational value
- Populations benefitting from access or in proximity to forest locations

The following open space properties are expected to be prioritized for assessment based on the draft parameters above:

Arbor Acres	76.29 acres
Blackledge Falls	87.33
Grayledge	85.48
Longo	156.99
Shoddy Mill	110.06
<hr/>	
Total	516.15

In total, the control forest tract parcels to be surveyed by a CT licensed forester will be an estimated 1,500 acres, including the priority properties listed above.

- 3.2 Present the proposed criteria, methodology, and selected control forest tracts to the Parks and Recreation Commission and the Conservation Commission for input.
- 3.3 Confirm control forest tracts with CT licensed forester and identify open spaces requiring forestry management plans.

Task 4 Field Investigations

Launch field investigations of selected control forest tracts, documenting characteristics such as the following:

- Complete inventory of tree stands (biodiversity, composition, conditions)
 - Identification of invasive and non-native species distribution and percentage
 - Wildlife and fisheries habitat value
 - Overall forest health including identified stressors
 - Connectivity and position in landscape
 - Presence of forested floodplains, wetlands and waterbodies and riparian corridors
- 4.1 Develop a project geodatabase as a system of record to store spatial and attribute information for the open space tracts to be investigated. The investigations performed by the Qualified Consultant will employ Esri GIS (Geographic Information Systems), including desktop ArcGIS, Web, and Mobile GIS to compile, collect and organize data.
 - 4.2 Conduct field investigations with CT licensed forester and survey staff.

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Task 5 Forest Inventory and Assessment Report

Prepare the Forest Inventory and Assessment Report, including:

- Description of the data results collected during the field inventory task;
- Existing conditions mapping providing forest stand composition, health, and percentage of invasive species;
- Assessment of riparian buffers; and,
- Habitat assessment and value of the forest tracts.

- 5.1 Compile and analyze the mapping and field data collected during the inventory task.
- 5.2 Formulate a decision-making tool and ranking system to evaluate quality and resiliency of forest habitats.
- 5.3 Prepare ArcGIS StoryMap to describe the overall goal of the Comprehensive Forest Action Plan project (Phases 1 and 2), the project approach, the findings of the inventory and assessment, next steps, and how to get involved in the management planning phase.
- 5.4 Publish draft report for 30-day public review and hold public meetings with the Parks and Recreation Commission and the Conservation Commission.
- 5.5 Finalize report after addressing any new information gathered during the public review period.

3. Final Deliverables

- Public Input Summary
- Forest Inventory and Assessment Report
- GIS tool and Story Map
- Community Engagement tools (webpage, media posts, survey, posters, flyers, public meeting presentations materials)

Project Timeline

What will be done?	Who will do it?	When will it occur?
Task 1: Preliminary Existing Conditions Mapping	Qualified Consultant and Town Departments (Eng, P&R, CD)	Mar 2024
Task 2: Community Survey	Qualified Consultants and Town Departments (P&R, CD)	Mar – Jun 2024
2.1 Develop survey	Qualified Consultants and Town Departments (P&R, CD)	Mar 2024
2.2 Conduct survey	Qualified Consultants and Town Departments (P&R,	Apr – May 2024

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	CD)	
2.3 Evaluate survey	Qualified Consultants	Jun 2024
Task 3: Forest Inventory and Assessment Planning	Qualified Consultant/Forester and Town Departments (Eng, P&R, CD*)	Apr – May 2024
3.1 Develop criteria	Qualified Consultant/Forester and Town Departments (P&R, CD)	Apr 2024
3.2 Commission review	Qualified Consultant/Forester and Town Departments (P&R, CD)	May 2024
3.3 ID tracts for inventory	Qualified Consultant/Forester and Town Departments (Eng, P&R, CD)	May 2024
Task 4: Field Investigations	Qualified Consultant/Forester and Town Departments (Eng, P&R, CD)	Apr – Jun 2024
4.1 Develop geodatabase	Qualified Consultant/Forester and Town Departments (Eng, CD)	Apr 2024
4.2 Conduct investigations	Qualified Consultant/Forester and Town Departments (Eng, P&R, CD)	May – Jun 2024*
Task 5: Forest Inventory and Assessment Report	Qualified Consultant/Forester	Jul – Dec 2024
5.1 Analyze data	Qualified Consultant/Forester	Jul – Aug 2024
5.2 Develop ranking	Qualified Consultant and Town Departments (P&R, CD)	Sep 2024
5.3 Prepare StoryMap	Qualified Consultant and Town Departments (Eng)	Sep – Oct 2024
5.4 Public Meeting/Review	Qualified Consultants and Town Departments (P&R, CD)	Nov 2024
5.5 Finalize Report	Qualified Consultant and Town Departments (Eng, P&R, CD)	Dec 2024

Eng – Engineering; P&R – Parks & Recreation; CD – Community Development

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SECTION III - SUBMISSION OF PROPOSAL

MINIMUM REQUIREMENTS

The Respondent shall

- Have demonstrated experience with conducting field assessments and developing written Forest Inventory and Assessments within the past 10 years, preferably in the subject areas noted previously in the ‘Scope of Services’ section.
- Demonstrate sufficient staff resources to perform the work; and the ability to assign a project manager to oversee project work and serve as liaison to the Town. The Respondent shall submit detailed resumes/references for any proposed staff, in-house or sub-contracted.
- Possess the necessary licenses or certifications to perform the services required, including proof of CT forestry license. Documentation of qualifications shall be submitted with the RFQ response.

TERM OF SERVICE / TIME FOR COMPLETION

The selected Respondent will be expected to commence services within 30 days of contract execution, or on such other schedule as mutually agreed upon with the Town. The Town anticipates allocating up to 12 months of overall time for the project described herein including data collection, meetings, consultant preparation, etc. It is the intent of the Town to have a completed Inventory no later than calendar year end 2024. A schedule for completion will be mutually agreed upon between the Town and the selected Respondent.

PROPOSAL INSTRUCTIONS

- By submitting a proposal, Respondent represents that they have thoroughly examined, and become familiar with the Scope of Services outlined in this RFQ and are capable of performing the work necessary to achieve the Town’s objectives.
- Respondents submitting a proposal for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <https://glastonburyct.bonfirehub.com/>, under the RFQ title “**RPGL-2024-20 – Forest Inventory and Assessment**”. Respondents will be required to create a profile before submitting their proposal. Step-by-step instructions on how to register as a vendor are available at this website:

<https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>

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- Respondents will be required to upload their response as **ONE (1) consolidated pdf file** to include the following:
 1. Proposal Response as per the requirements herein
 2. Attachment A - Town of Glastonbury Response Page
 3. Attachment B - Town of Glastonbury Non-Collusion Statement

- All Respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
 1. Table of Contents to include clear identification of the material provided by section and number.
 2. A letter of transmittal indicating the Respondent’s understanding of the Scope of Services and interest in the project, and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the Respondent to a contract.
 3. Name, email address, and telephone number of person(s) to be contacted for further information or clarification.
 4. Copy of license or certification to perform the work required, as applicable.
 5. A background statement including a description of relevant experience and qualifications of the Respondent submitting the proposal and the number of years the Respondent has been in business.
 6. Respondent shall provide a list of 3-5 references and examples of previous, similar projects with Open Space and Woodland Management Plans successfully completed within the last 10 years, including contact name, address, and telephone number of the owners’ representative in each project. The Town reserves the right to contact these organizations regarding the services performed by the Respondent.
 7. A high-level overview of the Respondent’s approach to implementation of the project described herein including the Respondent’s ability to provide all of the services identified in Section II – Scope of Work and any subsequent phases as may be required by the Town.
 8. Schedule and Availability: Provide an overview of the Respondent’s availability to begin discussions with Town staff and a proposed schedule for completion of services identified in the initial phase.

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9. A concluding statement as to why the Respondent is best qualified to meet the needs of the Town.
10. Proposal Response Form (**Attachment A**).
11. Description of any exceptions taken to this RFQ. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.
12. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Respondent shall acknowledge that they have reviewed the document in the area provided on **Attachment A**. The selected respondent will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonburyct.gov. Upon entering the website click on the **Bids & Proposals Icon** which will bring you to the links for the **Code of Ethics** and the **Acknowledgement Form**.
13. Statement of Non-Collusion (**Attachment B**).
14. Any technical questions regarding this RFQ shall be made in writing and directed to Shelley Caltagirone, Community Development Director, by email at shelley.caltagirone@glastonbury-ct.gov. For administrative questions concerning this proposal, please contact Gina Consiglio, Purchasing Agent, by email at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable, will be posted on the Town website at www.glastonburyct.gov/rfp. (Click on the **Bid Title** to view all proposal details and document links). **It is the Respondent's responsibility to check the website for addenda prior to submission of any proposal.** Note: Responses to requests for more specific contract information than is contained in the RFQ shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.

No other Glastonbury Town employee, elected official, or evaluation committee member should be contacted concerning this RFQ during the proposal process. Failure to comply with this requirement may result in disqualification.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

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Any and all information received from Respondents is subject to the Freedom of Information Act (FOI) and may be disclosed to the general public. Respondents should not include any information deemed proprietary in their proposal.

EVALUATION CRITERIA

The Town of Glastonbury shall select the responsible and responsive proposal which is determined by the Town to be the best suited, most advantageous, and provides the best value to the Town on the basis of the criteria included in this Request for Qualifications. The Town shall not be obligated to accept any proposal and the Town shall reserve the sole right to determine the appropriateness of any proposal for this work. The Town expressly reserves the right to negotiate with the selected Respondent prior to an award of any contract pursuant to this RFQ. Best value shall be determined by consideration of the following factors.

- The Respondent’s technical understanding of the scope of services evidenced by the quality of the proposal submitted and responsiveness to the Town’s requirements as summarized herein.
- The background & experience of the Respondent in providing similar services elsewhere.
- The specific background, qualifications, and relevant experience of the individuals designated to provide services, especially those of the designated account representative, and other key personnel to be assigned to the project.
- Respondent’s approach to implementation of the project described herein including the respondent’s ability to provide all of the services identified in the project scope.
- Schedule & Availability and demonstrated commitment to the Town of Glastonbury’s timetable for the project.
- The Respondent’s responsiveness and compliance with the RFQ requirements and specifications, including any exceptions attached or contained in the proposal.

REFERENCES

As part of the overall evaluation, The Town of Glastonbury shall review references provided in the respondent’s proposal to determine the quality of services performed for other clients.

SELECTION PROCESS

- This request for qualifications does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals and project deliverables submitted in response to this request become the

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property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the request for proposals, if it is in the best interests of the Town to do so.

- A Selection Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the respondent’s ability to meet all requirements as outlined in this proposal. The Committee will then short list the specific Respondents whose proposals best meet all criteria required and may conduct interviews with these Respondents. Upon completion of interviews, the Selection Committee will forward to the Town Manager a list of Respondents recommended for further consideration.
- Based on the results of the interview process, the Town Manager will review the Scope of Services and other factors with the top-rated respondent(s) and negotiate a specific agreement based on these discussions.
- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

TIMELINE

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFQ	FEBRUARY 7, 2024
RFQ Due Date	FEBRUARY 27, 2024 @ 11:00 A.M.
Interviews with Top Respondents	MARCH 7, 2024
Contract Effective Date	APRIL 1, 2024 (Subject to change)

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INSURANCE REQUIREMENTS

INSURANCE

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents.

4) Errors and Omissions Liability or Professional Services Liability Policy

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Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The awarded Consultant(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy.

The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Respondent shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town and their employees and agents consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

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ATTACHMENT A
PROPOSAL RESPONSE PAGE



PROPOSAL NO: RPGL-2024-20 DATE DUE: FEBRUARY 27, 2024
DATE ADVERTISED: FEBRUARY 6, 2024 TIME DUE: 11:00 AM
NAME OF PROJECT: FOREST INVENTORY AND ASSESSMENT

THE RESPONDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum #1 _____(Initial/Date) Addendum #2 _____(Initial/Date) Addendum #3 _____(Initial/Date)

It is the responsibility of the respondent to check the Town’s website for any Addenda before submitting the proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury’s Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes _____ No _____ *

*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the respondent has not agreed to the above statement.

_____ Type or Print Name of Individual	_____ Doing Business as (Trade Name)
_____ Signature of Individual	_____ Street Address
_____ Title	_____ City, State, Zip Code
_____ Date	_____ Telephone Number / Fax Number
_____ E-Mail Address	_____ SS # or TIN#

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ATTACHMENT B
NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other Respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

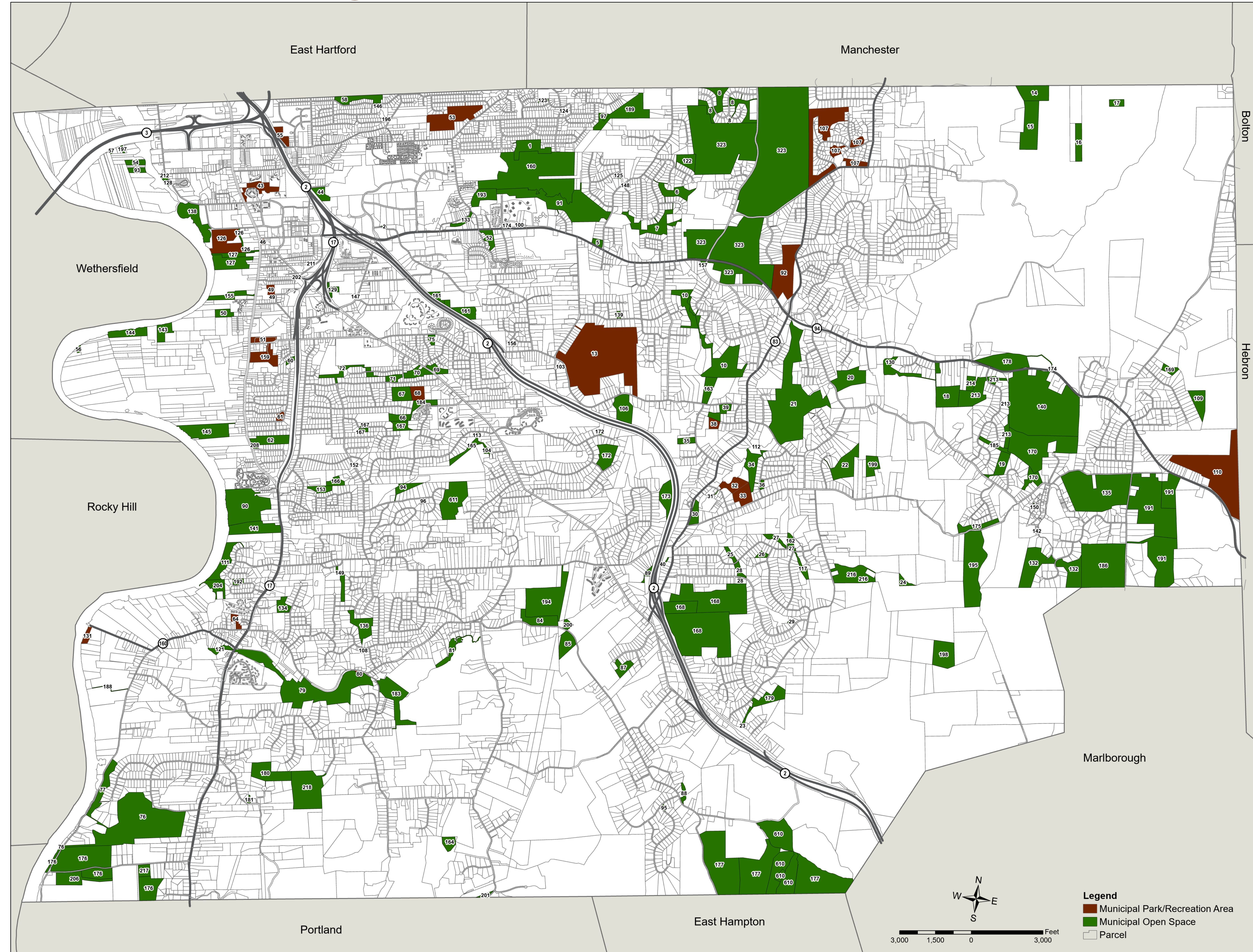
Telephone Number: _____

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ATTACHMENT C



Town of Glastonbury - Municipal Open Space



ID #	NAME	ACRES	ID #	NAME	ACRES
1	ADDISON BOG	16.02	127	RIVERFRONT PARK SOUTH	18.54
2	OFFICE PARK O.S.	0.37	127	RIVERFRONT PARK WILLARD	5.02
4	DIAMOND LAKE I O.S.	0.03	128	NAUBUC AVENUE O.S.	0.96
5	SANTHOUSE O.S.	2.92	129	NUTMEG LANE O.S.	3.33
6	BAYBERRY HILL O.S.	11.85	130	JASMINE LANE O.S.	10.91
7	SHAGBARK O.S.	19.84	131	FERRY LANDING PARK	3.84
8	WOODFIELD CROSSING O.S.	9.49	132	BLUE HILLS TRAIL O.S.	27.43
8	WOODFIELD CROSSING O.S.	9.11	132	BLUE HILLS TRAIL O.S.	19.18
8	WOODFIELD CROSSING O.S.	5.14	133	ADDISON FALLS O.S.	3.73
8	WOODFIELD CROSSING O.S.	0.19	134	LAKEWOOD DRIVE O.S.	6.63
10	STANLEY-TANGLEWOOD O.S.	39.95	135	GREYLEDGE FARMS O.S.	85.48
10	MOUNTAIN BROOK O.S.	13.68	136	DRUMLIN ROAD O.S.	14.42
13	J.B. WILLIAMS PARK	161.89	138	RIVER FRONT PARK	20.64
14	GORMAN NATURAL AREA	17.81	139	CANDLELIGHT DRIVE O.S.	1.00
15	EDMUND GORMAN O.S.	30.04	140	DAIRY FARM O.S.	152.63
16	COOP ROAD II O.S.	9.89	141	CIDER MILL HISTORICAL SITE	21.65
17	COOP ROAD I O.S.	4.12	142	SPRINGSIDE O.S.	0.12
18	VINNICK O.S.	21.67	143	GREAT MEADOWS I O.S.	8.35
19	ASH SWAMP ROAD O.S.	10.10	144	GREAT MEADOWS II O.S.	11.66
20	CROSSCUP O.S.	20.63	145	GREAT MEADOWS III O.S.	24.77
21	SHODDY MILL/COON HOLLOW	110.06	146	LONG HILL O.S.	0.37
22	KONGSCUT MT. O.S.	20.87	147	CONSOLIDATED O.S.	0.07
23	TOLLGATE O.S.	2.09	148	CORNER O.S.	0.08
24	THOMPSON ST. O.S.	3.17	149	FALLVIEW O.S.	5.41
25	EASTBURY HILL I O.S.	2.91	150	DIAMOND LAKE II O.S.	0.33
26	EASTBURY HILL II O.S.	2.31	152	FOUNDERS SLICE O.S.	0.07
27	EASTBURY HILL III O.S.	3.70	153	BROOKFIELD O.S.	5.39
27	EASTBURY HILL III O.S.	0.50	155	CARSON-TOWN HALL O.S.	8.51
28	CHIMNEYSWEEP HILL O.S.	3.03	156	FAIRLAWN O.S.	0.81
28	CHIMNEYSWEEP HILL O.S.	0.60	157	HURLBURT CORNERS O.S.	0.56
29	WOODSIDE O.S.	0.60	159	HOUSING AUTHORITY/CLARK FIELD	13.83
30	FOREST LANE O.S.	6.15	160	SMITH MIDDLE SCHOOL RESERVE LAND	119.10
31	ROARING BROOK PLAZA O.S.	0.55	161	OAKWOOD DRIVE O.S.	9.39
32	ANGUS PARK & EASTBURY POND	9.65	161	OAKWOOD DRIVE O.S.	3.21
33	BUTLER FIELD	11.68	162	NEW GATE SUBD O.S.	2.99
34	BUTLER DRIVE	14.38	163	DEREKSETH-NIEPSIC SUBD O.S.	9.17
35	NEIPSIC FARMS O.S.	4.18	164	CRYSTAL RIDGE SUBDIVISION O.S.	6.11
36	NEEDLETREE O.S.	1.49	165	TALL TIMBERS CROSSING SUBD O.S.	6.33
38	EASTBURY SCHOOL NATURAL AREA	4.17	166	FOUNDERS WOODS	4.88
39	BROOK STREET O.S.	7.11	167	HANOVER FIELDS	1.43
40	ROARING BROOK I O.S.	0.53	167	HANOVER FIELDS	1.50
43	SALMON BROOK PARK	10.98	167	HANOVER FIELDS	6.35
44	HOUSE STREET O.S.	5.96	168	CANAPA O.S.	94.62
46	CENTER GREEN	0.89	168	DELPOINTE O.S.	15.91
49	GLASTONBURY MEM. PARK	2.95	168	DELPOINTE O.S.	63.06
49	GLASTONBURY MEM. PARK	0.93	169	HORIZON RESUB O.S.	4.13
50	MEADOW ROAD O.S.	5.51	170	LOVELAND O.S.	61.89
51	HUBBARD GREEN PARK	5.52	170	LOVELAND O.S.	8.14
52	TARA HILLS O.S.	6.15	172	TOWN WOODS O.S.	14.86
53	ADDISON PARK	32.97	172	TOWN WOODS O.S.	0.71
54	RICHARD STRONG MEM. NORTH	4.30	173	ROUTE 2 O.S.	12.10
55	WELLES VILLAGE PARK	5.52	174	GLENWOOD/HEBRON O.S.	0.37
56	GREAT MEADOWS RIVERFRONT O.S.	0.93	174	HEBRON AVE O.S.	0.35
57	POINT MEADOWS O.S.	0.32	175	KONGSCUT VALLEY O.S.	8.29
58	PINE HILL WOODS O.S.	11.11	176	T & M OLD MAIDS O.S.	17.94
60	OLD PARSONAGE ESTATES O.S.	1.63	176	T & M OLD MAIDS O.S.	12.18
61	WOODBRIDGE PARK	2.24	176	T & M OLD MAIDS O.S.	2.09
62	KIMBERLY O.S.	13.28	176	T & M OLD MAIDS O.S.	50.22
64	HIGH STREET SCHOOL SITE	3.58	177	CAVANAUGH O.S.	67.39
66	CARRIAGE DRIVE O.S.	5.77	177	RICCIARDI O.S.	51.13
67	ROTARY FIELD RESERVE LAND	10.78	177	MARCHAND O.S.	54.08
68	ROTARY FIELD	7.60	178	SALTER O.S.	26.62
69	WICKAM BROOK O.S.	5.04	179	MUELLER SUBD O.S.	12.92
70	LANCASTER ESTATES I O.S.	8.08	180	REARDON O.S.	21.16
71	LANCASTER ESTATES II O.S.	5.75	181	DAYTON ROAD O.S.	0.97
72	OLDE STAGE RD. O.S.	8.16	183	HOPEWELL POND O.S.	25.84
75	BIDWELL ST. O.S.	2.54	184	EAST CARRIAGE DRIVE O.S.	6.20
76	GREAT POND O.S.	113.93	185	TYLER O.S.	4.84
76	GREAT POND O.S.	0.17	186	ARBOR ACRES O.S.	76.29
77	BALF'S BLUFFS O.S.	15.42	188	KILLARNEY FARM	0.78
79	COTTON HOLLOW PRESERVE	80.89	189	BELLRIDGE O.S.	27.63
80	GRANGE POOL	1.39	191	WINTER HILL FARM O.S.	46.98
81	SMUT POND	8.70	191	WINTER HILL FARM O.S.	18.69
84	BETTY BROWN PRESERVE	14.05	191	WINTER HILL FARM O.S.	75.01
85	COLDBROOK TURNPIKE	11.57	192	STACKADE BOG O.S.	2.34
87	HOMESTEAD DRIVE O.S.	7.35	193	ADDISON POND O.S.	12.28
88	CLEARVIEW ESTATES O.S.	2.55	194	YANAROS O.S.	47.14
89	ROARING BROOK II O.S.	2.16	195	TIBONI O.S.	54.34
90	EARLE PARK	49.74	196	SHELLY LANE O.S.	0.85
91	BELL-HEBRON LINEAR PARK	61.94	197	POINT MEADOWS O.S.	0.68
92	BUCKINGHAM PARK	37.56	198	JURGELAS O.S.	21.72
93	RICHARD STRONG MEM. SOUTH	3.82	199	DECAROLIS O.S.	9.33
94	SMITH BROOK O.S.	6.23	200	BRONZI O.S.	2.81
95	OLD FARMS RD. DET. POND	0.93	201	VINCENZO O.S.	1.54
96	ORCHARD HILL DET. POND	0.58	202	HUD AQ	0.34
97	ROLLING WOODS O.S.	2.23	204	GEARY O.S.	8.89
100	HEMLOCK HILLS O.S.	0.59	206	OLD MAIDS FARM O.S.	16.30
103	NEIPSIC SPRINGS O.S.	0.98	208	FRESH O.S.	0.76
104	SMITH BOG O.S.	1.09	211	ROUSE	0.30
106	NEIPSIC BOG	17.01	212	KOWALSKY	1.47
107	MINNECHAUG GOLF COURSE	44.19	213	TOLL BROTHERS O.S.	29.11
107	MINNECHAUG GOLF COURSE	4.13	214	L. LONGO O.S.	4.82
107	MINNECHAUG GOLF COURSE	4.49	216	SOMERS O.S.	24.24
107	MINNECHAUG GOLF COURSE	5.49	216	SOMERS O.S.	24.24
108	FARMCLIFF 14 O.S.	0.59	217	FUNK O.S.	5.69
109	FERNRIDGE SUBDIVISION O.S.	12.18	218	CHAMBERLAIN O.S.	44.05
110	BLACKLEDGE FALLS	87.33	323	KEENEY O.S.	268.65
111	RED HILL O.S.	13.76	323	KEENEY O.S.	131.15
112	BOYLAN O.S.	0.84	323	KEENEY O.S.	109.38
113	TALL TIMBERS DET. POND	0.71	323	KEENEY O.S.	32.85
117	HILLTOP SUBDIVISION II	3.78	610	BRIDGE O.S.	2.51
121	WATER STREET O.S.	4.01	610	BRIDGE O.S.	19.82
122	CARDINAL DRIVE O.S.	9.38	610	BRIDGE O.S.	21.04
123	OPAL DRIVE O.S.	1.49	610	BRIDGE O.S.	29.23
124	HILLSTOWN ROAD O.S.	0.64	611	220 OVERLOOK O.S.	29.73
125	CLOVE HILL ROAD O.S.	0.85			
126	RIVERFRONT PARK NORTH	0.35			
128	RIVERFRONT PARK NORTH	2.21			
126	RIVERFRONT PARK NORTH	25.33			

TOTAL: 3,932.35

Exhibit D

DocuSign Envelope ID: 657EF574-C4C8-4138-8A76-9E8153658BA6
 PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
 Rev. 08/01/2023 (DEEP Electronic Format)

Urban and Community Forestry Planning Grant
 (Glastonbury Comprehensive Forest Action Plan) DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

STATE OF CONNECTICUT
 CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

- THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2024-148 P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Town of Glastonbury		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 2155 Main Street, Glastonbury, CT 06033		CONTRACTOR FEIN/SSN 06-6002003
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Central Services, 79 Elm Street, Hartford, CT 06106-5127		(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 1/1/2025	(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.)

Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of 4 pages numbered A-1 through A-4 inclusive.

Page 1 of 10

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

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

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

Total Payments Not to Exceed the Maximum Amount of \$30,000.

(11) OBLIGATED AMOUNT
\$30,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
30,000.00	DEP44165	12060	22052	65099	DEPA00002011214	155066				55050

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

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

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

STANDARD TERMS AND CONDITIONS

(Rev.8/01/23)

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
4. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract

whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Indemnification.

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

insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

6. 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.
7. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
8. Protection of Confidential Information.
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
9. Executive Orders and Other Enactments.
 - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be

made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
10. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
 11. 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.
 12. 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.
 13. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 14. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 15. 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.
 16. 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.
 17. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 18. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
 19. 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.

20. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
21. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
22. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
23. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
24. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
25. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
26. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
27. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
28. Compliance with Consumer Data Privacy and Online Monitoring.
Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
29. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
30. Compliance with Federal General Terms. The recipient and any sub-recipient must comply with the applicable USDA, Forest Service Eastern Region, State, Private, And Tribal Forestry general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document.
31. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards .
This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.
32. Obtaining a Unique Entity ID (UEI), and registration in the System for Award Management (SAM). The Contractor shall obtain a UEI number, and provide said number to DEEP. If required by 2 CFR 25 or the Special Terms and Conditions of the Award, the Contractor shall register in SAM. Additional information about obtaining a UEI number and registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

33. Termination (Federal).

Consistent with 2 CFR 200.340, the Federal issuing agency may unilaterally terminate this award in whole or in part:

- (a) if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or
- (b) if the award no longer effectuates the program goals or agency priorities. Situations in which the Federal issuing agency may terminate an award under this provision include when:
 - (1) The Federal issuing agency obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and the Federal awarding agency determines that it is in the government's interest to terminate the award;
 - (2) The Federal awarding agency obtains evidence that was not considered in making the award that causes the Federal awarding agency to significantly question the feasibility of the intended objective(s) of the award and the Federal awarding agency determines that it is in the government's interest to terminate the award;
 - (3) The Federal awarding agency determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

- 34. Suspension and Debarment. Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the federal issuing agency that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.
- 35. Financial Conflict of Interest. The Contractor must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (COI) with respect to all projects for which USDA and DEEP funding is sought or received as required by 2 CFR 200.112. State universities receiving funds from USDA are only required to disclose subrecipient COI as a pass through entity as defined by 2 CFR 200.1. When requested, the Contractor must promptly make information available to DEEP and the USDA Contracting Officer relating to any disclosure of financial interests and the Contractor's review of, and response to, such disclosure, whether the disclosure resulted in the Contractor's determination of an COI. The Contractor is responsible for ensuring subcontractors compliance with this term and reporting identified financial conflicts of interests for the subcontract to DEEP and the USDA Contracting Officer.
- 36. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- 37. Sufficient Progress. Federal issuing agency will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. Federal issuing agency may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
- 38. Copyrighted Material and Data. In accordance with 2 CFR 200.315, the Federal issuing agency has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.
- 39. Tangible Personal Property Reporting. Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally sponsored programs or projects must be reported. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.
- 40. Prohibition on certain telecommunication and video surveillance services or equipment. 2 CFR 200.216 which prohibits Federal award recipients from using loan or grant funds to enter into contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services. This prohibition applies even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in NDAA 2019 are recorded in the System for Award Management exclusion list.
- 41. Civil Rights Act Obligations. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable. As a recipient of USDA financial assistance, you are also required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient

Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>.

42. Lobbying Restrictions. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
43. Drug-Free Workplace. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.
44. Eligible Workers. The Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
45. Resource Conservation and Recovery Act. Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247. Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.
46. Build America, Buy America Act. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.
Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.
Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.
Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website. EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

Definitions. For legal definitions and sourcing requirements, the recipient must consult the [EPA Build America, Buy America website](#), [2 CFR Part 184](#), and the [Office of Management and Budget’s \(OMB\) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

47. Required Certifications and Consequences of Fraud. (Added 8/8/2023)

Per 2 CFR 200.415(a) Required Certifications, to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the financial reports or vouchers requesting payment under the agreement will include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

48. Reporting Waste, Fraud, and Abuse. (Added 8/8/2023)

Consistent with 2 CFR 200.113, the recipient and any subrecipients must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award to the EPA Project Officer and the EPA Office of Inspector General (OIG) Hotline. The methods to contact the OIG hotline are (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply

with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

49. Whistleblower Protections. (Added 8/8/2023)

This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 providing that an employee of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury. g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.

50. Access to Records. (Added 8/8/2023)

In accordance with 2 CFR 200.337, USDA and the Office of Inspector General (OIG) have the right to access any documents, papers, or other records, including electronic records, of the recipient and subrecipient which are pertinent to this award in order to make audits, examinations, excerpts, and transcripts. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained.

APPENDIX A **SCOPE OF WORK**

Purpose: The Department of Energy and Environmental Protection (DEEP) is providing funding that allows the Town of Glastonbury (herein referred to as the “Contractor”) to create a town-wide forest management plan.

Description: The project (“Project”) referenced shall be titled: “Glastonbury Comprehensive Forest Action Plan.”

1. Deliverables: Upon Contract execution the Contractor shall be responsible for the following tasks:

A. Forest Inventory

1. The Contractor shall hire a CT certified forester to inventory approximately 1,500 town-owned forested properties including but not limited to: the Arbor Acres, Blackledge Falls, Grayledge, Longo, and Shoddy Mills properties.
2. The forest inventory shall document at a minimum: forest composition, structure, condition, regeneration potential, and presence of invasive and non-native species.
3. The Contractor shall develop a project geodatabase to store spatial and attribute information for the parcels inventoried using Esri GIS (Geographic Information Systems).
4. At the conclusion of this Project the Contractor shall provide all the data from item #2 and #3 to DEEP in a form acceptable to DEEP and check and correct any errors in the dataset.

B. Community Outreach

1. The Contractor shall create, disseminate, and analyze the results of a hybrid online/printed public survey to gather information on access and use of town-owned forests within six months of Contract execution.
2. The Contractor shall promote the public survey via posters, public information meetings, and social media within six months of Contract execution.
3. The Contractor shall host a minimum of four (4) public meetings throughout the duration of the Contract to promote the management plan and findings from forest inventories. The Contractor shall ensure that all notices for such public meeting(s) comply with all applicable local and state laws.

2. Budget: The total cost of this Grant is estimated to be \$60,000. The maximum amount payable by the DEEP shall be \$30,000. The amount payable shall in no case be greater than 50% of the total cost of the project. The value of in-kind services and/or additional funding used by the Contractor for the completion of this Project shall be equivalent to at least 50% of the total cost of this Grant. The Contractor shall adhere to the maximum amount allowed and to the Appendix B Schedule of Payments.

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 Urban and Community Forestry Program as follows: "Funding provided by the USDA, Forest Service Urban and Community Forestry Planning Grant administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."

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

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

5. ADA Publication Statement:

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

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

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

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

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

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

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

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

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

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

Department of Energy and Environmental Protection
Danica Doroski Ph.D.
Urban Forestry Coordinator
79 Elm Street
Hartford, CT 06106-5127

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

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

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Compliance with Federal terms and conditions.** Projects funded under this Grant will be subject to the terms and conditions of the federal awarding agency the USDA, Forest Service Eastern Region. Contractor agrees to comply with the general terms and award conditions detailed on pages 6 through page 10 in the Standard Terms and Conditions section. Contractor also agrees that any subawards it makes under this agreement will require the subcontractor to comply with all applicable federal requirements for work associated with this Contract award. These terms and conditions are in addition to the assurances, certifications and standard terms made as a part of the Contract award.
- 9. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the Bureau of Natural Resources Division of Forestry Urban Forestry Coordinator once every three 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 using DEEP form in Appendix D-1.
- 10. Extensions/Amendments:** Given the timeline for award no extensions or amendments will be allowed under this grant program.
- 11. Final Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to the Urban Forestry Coordinator, 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, documentation of all trees included in the inventory.

Documentation must include at a minimum the common and Latin name, diameter at breast height, geolocation, replanting/replacement recommendations and overall condition.

- 12. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit to the Urban Forestry Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met documentation of all trees included in the inventory. Documentation must include at a minimum the common and Latin name, diameter at breast height, geolocation, replanting/replacement recommendations and overall condition.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is thirty thousand dollars (\$30,000).

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

- a. The amount payable under this Contract shall in no case be greater than 50% of the total cost of the project. Invoices shall be submitted not more frequently than monthly. The total cost of the Project shall include any costs directly paid by the Contractor in order to meet the terms of this Grant, plus the value of in-kind services and additional direct funding used by the Contractor in meeting the terms of this grant.
- b. Payment following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.
- c. Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Treasurer-State of Connecticut" within 90 days of the Contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

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

APPENDIX D

State of Connecticut- Department of Energy and Environmental Protection

(Progress Report)

Title of Project

Project Summary #1

Grantee/Contractor Name: Town of Glastonbury

Project Name: Glastonbury Comprehensive Forest Action Plan

Contract No: 2024-148

Project ID: DEPA00002011214

Contract Value: \$30,000

Contract End Date:

Reporting Period: _____, 2024 through _____, 202x

Supporting Narrative – Progress on Planned Activities

1. A brief description of work completed to date and anticipated project completion date if different from the current Contract expiration date highlighting successes and any challenges encountered;