

DRAFT STATE OF CONNECTICUT PROCUREMENT NOTICE

DRAFT Request for Proposals
(RFP) For
Solar for All Technical Assistance
Provider
Issued By:
Connecticut Department of
Energy and Environmental
Protection
June 24, 2025

**This is a DRAFT document. Please submit written comments
to DEEP.EnergyBureau@ct.gov by July 8, 2025.**

The DRAFT Request For Proposal is available in electronic format on
the State Contracting Portal by filtering by Organization for
Department of Energy and Environmental Protection
<https://portal.ct.gov/DAS/CTSource/BidBoard>

or from the Agency's Official Contact:

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E-Mail: Katrina.Vallett@ct.gov

The RFP is also available on the Agency's website at

<https://portal.ct.gov/deep/energy/solar-for-all>.

Registration for the bidder's conference is available at [to be determined].

RESPONSES MUST BE RECEIVED NO LATER THAN

September 19, 2025

At 4:00 PM EST

(subject to change in the final RFP)

The Department of Energy and Environmental Protection is an Equal Opportunity/Affirmative Action Employer.

The Agency reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

The purpose of this RFP is to select a contractor to carry out certain tasks in accordance with the EPA Solar for All Grant Agreement with the State of Connecticut, "Project SunBridge: Connecting Communities to a Solar Future". DEEP reserves the right to modify this RFP in accordance with any changes made to its EPA Grant Agreement. The underlying Project and scope of work of any resulting contract, including any payments, are contingent upon the continued availability of federal funds that have been appropriated, designated, encumbered, or otherwise made available to DEEP for payments for this project.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. RFP Name and Number.

Solar for All Technical Assistance Provider
[RFP Number to be added to final RFP]

2. RFP Summary.

The Connecticut Department of Energy and Environmental Protection (DEEP) will use the results of this RFP to select qualified technical assistance from one or more entities for community outreach and engagement and tools and technical support for communities, funded by and subject to the terms and conditions of the Environmental Protection Agency's (EPA) Solar for All grant.

3. RFP Purpose.

DEEP will use the results of this RFP to select one or more entities to provide technical assistance for community outreach and engagement and for tools and technical support for communities, funded by and subject to the terms and conditions of the EPA's Solar for All grant. DEEP has a workplan approved by EPA that must be fulfilled by August 31, 2029, which will increase access to solar and energy storage technologies for low-income and disadvantaged communities (LIDACs). DEEP seeks: (1) Core Service A: one or more community groups or cohorts to provide outreach and education to low-income and disadvantaged communities about how solar can be used to lower energy costs and the current financial offerings available through Project SunBridge, Connecticut's Solar for All program; (2) Core Service B: one or more entities that can act as a solar ambassador – someone that people can call or email with questions about solar and energy storage programs and that will act as a leader for the cohort of entities selected for Core Service A to facilitate a network of solar educators within communities, and (3) Core Service C: one or more entities that can provide solar and energy storage permitting assistance to municipalities for residential single and multifamily solar, including but not limited to SolarApp+ integration and permitting checklists for larger systems. The entity(s) will be selected through the process required by state and federal laws, regulations, and procurement practices. Proposers (sometimes also referred to as "Respondents"), may be companies, individuals, firms, or other entities that meet the technical qualifications specified in this RFP. DEEP has separately contracted with the Connecticut Green Bank (Green Bank) and the Connecticut Housing and Finance Authority (CHFA) to deploy financing supported by Solar for All for single-family households and affordable multifamily housing properties in LIDACs to adopt solar and energy storage.

DEEP intends to select the most qualified entity(s) for an initial project cycle, of up to four years with the option, at DEEP's discretion, to extend the contract(s) for an additional period. Funding for all awards and future annual budget periods after the initial project cycle is contingent upon availability of funds.

- 4. Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:
- 80170000 Public relations and professional communications services
 - 94000000 Organizations and Clubs

■ B. INSTRUCTIONS

- 1. Official Contact.** The Agency has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Agency. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Katrina Vallett
Address: 10 Franklin Square, New Britain, CT 06051
Phone: (860) 827-2640
E-Mail: Katrina.Vallett@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

- 2. Registering with State Contracting Portal.** Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
- Secretary of State recognition – Click on appropriate response
 - Non-profit status, if applicable
 - Notification to Bidders, Parts I-V
 - Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>
- 3. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format at the following locations:
- Agency's RFP Web Page
<https://portal.ct.gov/deep/energy/solar-for-all>
 - State Contracting Portal (go to CTsource bid board, filter by "Department of Energy and Environmental Protection")
<https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

- 4. Procurement Schedule.** *All dates are subject to change in the final RFP. See below. Dates after the due date for proposals ("Proposals Due") are non-binding*

target dates only (*). The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency's RFP Web Page.

- RFP Released: July 18, 2025
- RFP Conference: July 30, 2025
- Deadline for Questions: August 8, 2025
- Answers Released: August 22, 2025
- Proposals Due: September 19, 2025, 4:00 PM ET
- (*) Proposer Selection: Quarter 4, 2025

5. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of federal funding to the Agency through the Solar for All Program. DEEP may not award the full amount of funding with this RFP and may issue a subsequent RFP at a later date. The Agency anticipates the following:

- Total Funding Available: Up to \$5.5 million (\$2.5 million total available for Core Services A and B and \$3 million available for technical support for communities, including Core Service C)
- Number of Awards: DEEP expects to make multiple awards for Core Service A but may only select one award from each LIDAC to maximize geographic reach of the selected Respondents, and only one award to serve statewide for Core Service B
- Contract Term: Four (4) years (extendable at Agency discretion)
- Funding Source: US Environmental Protection Agency, Greenhouse Gas Reduction Fund, Solar for All

6. Eligibility. Any public or private firm or individual with the requisite experience listed in the scope of services in Section II below may respond to this RFP. Respondents for Core Service A should be community-based organizations, which may include non-profit organizations, grassroots organizations (groups without a 501(c)3 tax-exempt status), Neighborhood Revitalization Zones (NRZ) and state or federally recognized tribes. A group of entities may submit an application for Core Service A as a "cohort application." Cohort applications must identify the primary applicant and their partner organizations. Municipalities, Councils of Government (COGs), and Community Action Agencies may *only* apply as part of a cohort application for Core Service A and may serve as either the primary applicant or a partner organization.

7. Minimum Qualifications of Proposers. To qualify for a contract award, a proposer must have the following minimum qualifications:

For Core Service A –Must be located and doing business in Connecticut. Must be able to demonstrate experience with:

1. Community engagement and outreach in Connecticut, including in which specific town(s);
2. Developing plans for education and engagement of low-income and disadvantaged communities, including strategies to reach different types of community(s) within the geographic area, as applicable, including but not limited to urban, suburban, and rural communities, communities with limited English proficiency, and different types of residential buildings, including single-family, multifamily, condominiums, and manufactured homes;
3. Hosting in-person and virtual education and engagement events, including but not limited to in-person and virtual informational sessions, tabling at

- community events, neighborhood canvassing, presenting at local town or community meetings, distributing digital and print education resources, and other forms of education; and
4. Experience with distributed solar and energy storage, including Connecticut's Residential Renewable Energy Solutions and Energy Storage Solutions programs.

For Core Service B – Solar Ambassador, Respondents must be able to demonstrate:

1. Experience with community engagement, including examples in Connecticut;
2. Experience with cohort building or team building that demonstrates the ability to organize multiple entities around a common cause and mobilize multiple entities to do community engagement work;
3. Experience with distributed solar and energy storage, including Connecticut's Residential Renewable Energy Solutions and Energy Storage Solutions programs;
4. Maintaining an email and phone line for residents to call and ask questions about a particular topic; and
5. Customer service experience.

For Core Service C – Permitting, Respondents must be able to demonstrate experience with:

1. Permitting assistance for municipalities;
2. Past work experience in Connecticut, if applicable;
3. Experience with distributed solar and energy storage, including but not limited to specific permitting issues related to those technologies;
4. Knowledge of and experience with SolarApp+ or another streamlined automatic permitting system; and
5. Developing education, training materials, and other documentation related to streamlining distributed solar and energy storage permitting.

8. Letter of Intent. A Letter of Intent (LOI) is not required by this RFP.

9. Inquiry Procedures. All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Agency may or may not respond to questions received after the deadline. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

The agency will release the answers to questions on the date(s) established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page.

- 10. RFP Conference.** Attendance at the conference is optional. The conference will be held on July 30, 2025 (subject to change). Registration is available at [to be determined].

At the conference, attendees will be provided an opportunity to submit written questions, which the Agency's representatives may (or may not) answer at the conference. Any oral answers given at the conference by the Agency's representatives are tentative and not binding on the Agency. All questions submitted will be answered in a written amendment to this RFP, which will serve as the Agency's official response to questions asked at the conference. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such. The Agency will release the amendment on the date established in the Procurement Schedule. The Agency will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on the Agency's RFP Web Page.

- 11. Proposal Due Date and Time.** Proposals must be received on or before the due date and time: September 19, 2025, 4:00 PM ET (subject to change)

Proposals received after the due date and time will be ineligible and will not be evaluated. The Agency will send an official letter alerting late respondents of ineligibility.

An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

Respondents will submit their proposals through the DAS state contracting portal (CT Source) which can be accessed here:
<https://portal.ct.gov/DAS/CTSource/CTSource>.

- 12. Multiple Proposals.** Proposers may submit a separate proposal for each Core Service. Proposers may choose to respond to only one or two Core Services listed below.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

■ A. AGENCY OVERVIEW

The Connecticut DEEP is charged with conserving, improving, and protecting the natural resources and the environment of the state of Connecticut as well as making cheaper, cleaner, and more reliable energy available for the people and businesses of the state.

DEEP's Bureau of Energy and Technology Policy manages energy, telecommunication, and broadband policy issues and program deployment for DEEP with the goal of establishing a clean, economical, resilient, and reliable energy and technology future for all residents.

The EPA's Solar for All grant was established to increase access to greenhouse gas pollution-reducing technologies, such as solar and energy storage, for low-income and disadvantaged communities. DEEP is the Solar for All Grantee for Connecticut and is committed to implementing the Solar for All program as described in its EPA-approved workplan. DEEP

seeks to contract with selected Respondent(s) to assist in successful program delivery and in accomplishing the above-stated program goals. More information about DEEP's implementation of the Solar for All grant, including the current EPA-approved workplan, is available on its webpage: <https://portal.ct.gov/deep/energy/solar-for-all>.

■ B. SERVICE OVERVIEW

All Solar for All funding is intended to increase the deployment of greenhouse gas reducing technologies, such as solar and energy storage, in low-income and disadvantaged communities (LIDACs). DEEP defines "low-income and disadvantaged community" as it is defined by the EPA's Notice of Funding Opportunity (NOFO) for Solar for All (EPA-R-HQ-SFA-23-01), as amended by any subsequent terms and conditions or updates from EPA:

- CEJST-Identified Disadvantaged Communities: All communities identified as disadvantaged through version 1.0 of the Climate and Economic Justice Screening Tool (CEJST), released on November 22, 2022, which includes census tracts that meet the thresholds for at least one of the tool's categories of burden and land within the boundaries of Federally Recognized Tribes.
- EJScreen-Identified Disadvantaged Communities: All communities within version 2.2 of EJScreen that fall within either (a) the limited supplemental set of census block groups that are at or above the 90th percentile for any of EJScreen's supplemental indexes when compared to the nation or state or (b) geographic areas within Tribal lands as included in EJScreen, which includes the following Tribal lands: Alaska Native Allotments, Alaska Native Villages, American Indian Reservations, American Indian Off-reservation Trust Lands, and Oklahoma Tribal Statistical Areas.
- Geographically Dispersed Low-Income Households: Low-income individuals and households living in Metropolitan Areas with incomes not more than 80% of the Area Median Income (AMI) or 200% of the Federal Poverty Level (FPL) (whichever is higher), and low-income individuals and households living in Non-Metropolitan Areas with incomes not more than 80% AMI, 200% FPL, or 80% Statewide Non-Metropolitan Area AMI (whichever is highest). FPL is defined using the latest publicly available figures from the U.S. Department of Health and Human Services. AMI is defined using the latest publicly available figures from the U.S. Department of Housing and Urban Development. Metropolitan Area and Non-Metropolitan Area are defined using the latest publicly available figures for county-level designations from the Office of Management and Budget. Statewide Non-Metropolitan Area AMI is defined using the latest publicly available figures from the U.S. Department of the Treasury's Community Development Financial Institutions Fund, with an adjustment for household size using the U.S. Department of Housing Development's Family Size Adjustment factor.
- Properties Providing Affordable Housing: Properties providing affordable housing that fall within either of the following two categories: (a) multifamily housing with rents not exceeding 30% of 80% AMI for at least half of residential units and with an active affordability covenant from one of the following federal or state housing assistance programs: (1) Low-Income Housing Tax Credit; (2) a housing assistance program administered by the U.S. Department of Housing and Urban Development (HUD), including Public Housing, Section 8 Project-Based Rental Assistance, Section 202 Housing for the Elderly, Section 811 Housing for Disabled, Housing Trust Fund, Home Investment Partnership Program Affordable Rental and Homeowner Units, Permanent Supportive Housing, and other programs focused on ending homelessness that are funded under HUD's Continuum of Care Program; (3) a housing assistance program administered by U.S. Department of Agriculture under Title V of the Housing Act of 1949, including under Sections 514 and 515; or (4) a housing assistance program administered by a Tribally designated housing entity, as defined in Section 4(22) of the Native American Housing Assistance and Self-

Determination Act of 1996 (25 USC § 4103(22)) or (b) naturally-occurring (unsubsidized) affordable housing with rents not exceeding 30% of 80% AMI for at least half of residential units.

DEEP's Solar for All program, "Project SunBridge," will provide direct financial assistance in the form of loans and leases to single and multifamily homeowners that qualify as LIDACs for installing residential solar and energy storage technologies. DEEP has separately contracted with the Green Bank and CHFA to deploy financing supported by Solar for All for single-family households and affordable multifamily housing properties in LIDACs to adopt solar and energy storage. Project SunBridge will also provide technical assistance to complement and bolster the financial assistance offerings in four categories: (1) workforce development, (2) community engagement and education, (3) technical support for communities, and (4) building assessments.

In order to provide technical assistance in the categories of community engagement and education and technical support for communities in support of the deployment of financial assistance provided through the Solar for All Program, DEEP seeks through this RFP (A) one or more community groups to provide outreach and education to LIDACs about how solar can be used to lower energy costs and how to participate in the current financial offerings available through Project SunBridge and the Residential Renewable Energy Solutions Program (**Core Service A - Engagement**), (B) one or more entities that can act as a solar ambassador – someone that people can call or email with questions about solar and energy storage programs, and serve as a leader of the Respondent(s) selected for Core Service A to facilitate a network of solar educators within communities (**Core Service B - Solar Ambassador**), and (C) one or more entities that can provide solar and energy storage permitting assistance to municipalities for residential single and multifamily solar that help reduce the soft costs of solar installations for residential single-family and affordable multifamily housing properties and reduce the burden of increased solar permit applications on municipal workers (**Core Service C - Permitting**), all of which will be DEEP's Solar for All Subgrantees. Core Services being sought are described more fully in the Scope of Service Description set forth in Section II-C of this RFP. All Respondent(s) are asked to include a plan for how they would measure successful delivery of the Core Service they propose to deliver. DEEP anticipates entering into a Personal Services Agreement (PSA) with the Respondent(s) that is/are selected pursuant to this RFP. The term of the contract is expected to be for an initial term of forty-eight (48) months, and the contract may be renewed before the expiration of the initial term.

Proposals will be accepted from Respondents (individuals or firms) qualified to provide the requested services.

■ C. SCOPE OF SERVICE DESCRIPTION

This RFP is soliciting three (3) types of Core Services:

- A. Engagement
- B. Solar Ambassador
- C. Permitting

Core Service A - Engagement includes outreach and education to low-income and disadvantaged communities about how solar can be used to lower their energy costs and how to participate in the current financial offerings available through Project SunBridge. This service could include, but is not limited to, conducting co-branded in-person and virtual informational sessions, tabling at community events, neighborhood canvassing, presenting

at local town or community meetings, distributing digital and print education resources in collaboration with DEEP, Green Bank, and CHFA, and other forms of education regarding solar and energy storage technologies and engagement about the financial assistance offerings. Knowledge of residential solar photovoltaics and energy storage technologies and programs in Connecticut is preferred but not required. All selected Respondents will receive training and resources on these topics, ongoing support from the Respondent selected for Core Service B, and opportunities for collaboration with a cohort of all selected Respondents for Core Service A. DEEP expects the selected Respondent(s) will conduct education and outreach to prospective solar and storage adoptees in LIDACs about residential solar and energy storage options available to them through Project SunBridge.

Core Service B - Solar Ambassador serves as the point of connection between: people interested in distributed residential solar and energy storage programs, particularly Solar for All, the selected Respondent(s) from Core Service A – Engagement, Green Bank, and CHFA to better guide prospective candidates to financial assistance through Project SunBridge. The Solar Ambassador shall work with DEEP, Green Bank, and CHFA to identify points of connection with new customers and potential customer drop-offs in the process from general interest to uptake. The Solar Ambassador shall facilitate cohort building among the selected Respondent(s) from Core Service A – Engagement to broaden the geographic scope and deepen the education in LIDACs around solar incentives and technology. The cohort-building activities may include regular meetings, discussion around current customer data, or troubleshooting shared challenges with outreach. The Solar Ambassador will develop an engagement plan with cohort participants. At minimum, the Solar Ambassador shall host a phone number with voicemail capabilities that people can call, an email address, and an online interest form that people can utilize to ask questions about programs, financial assistance, and opportunities for outreach and engagement. The Solar Ambassador shall manage all inquiries, calls, emails, and form responses, and explain relevant solar and energy storage programs to those that initiate contact in easy to understand terms, inform people of programs they are eligible for, and provide resources for next steps to installing these technologies. The Solar Ambassador may also be asked to attend community events in collaboration with the selected Respondent(s) in Core Service A, DEEP, Green Bank, and CHFA, to provide information about Connecticut's solar and energy storage opportunities. Respondents must have knowledge of Connecticut's RRES and ESS programs. DEEP expects the selected Respondent(s) will be engaged by residents that have heard about Project SunBridge or other incentive programs and are interested in learning more about the options available to them and the next steps for pursuing those options.

Core Service C - Permitting includes solar and energy storage permitting assistance to municipalities for residential single and multifamily solar and energy storage that help reduce the soft costs of solar installations for residential single-family and affordable multifamily housing properties and ease the burden of increased solar permit requests for municipal workers. This service could include trainings and an incentive program for municipalities to start using SolarApp+ or another streamlined automatic permitting system and other education on resources to reduce permitting barriers for solar and energy storage projects for larger multifamily properties.

The selected Respondent(s) shall ensure all work performed and reported is completed in compliance with:

- General EPA Terms and Conditions: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>
- Solar for All Terms and Conditions: <https://portal.ct.gov/-/media/deep/energy/solar-for-all/solar-for-all---terms-and-conditions.pdf?rev=b58d16a8c14740d284cbc0fc4e0b4326&hash=EF613B2138A5411E2A56C7D4DBC7FEB8>

- EPA Subaward policy: <https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>
- Project SunBridge currently approved workplan (subject to revisions by DEEP and EPA): <https://portal.ct.gov/-/media/deep/energy/solar-for-all/ct-revised-work-plan-for-epa-122724-approved.pdf?rev=4190494168d84cec913b6cb4526f2d72&hash=A34142801779DE68A145F587BE6234C8>
- EPA's Solar for All Reporting Requirements: https://www.reginfo.gov/public/do/PRAViewIC?ref_nbr=202408-2090-001&icID=270003

The selected Respondent(s) shall coordinate with the Green Bank and CHFA to consistent communication and the accurate information is provided regarding the available financing offerings through Solar for All. The selected Respondent(s) shall agree to coordinate and share data and other information with the Green Bank, CHFA, and DEEP's other Solar for All technical assistance subgrantees as directed by DEEP.

DEEP, in collaboration with the Green Bank and CHFA, will provide the following administrative and technical services:

- Educational information and other materials regarding the Project SunBridge financial assistance offerings

More detail on all requested service types is provided below.

Core Service A - Engagement

1. Organizational Expectations

Proposals must include an organization chart including names and titles of individuals that will provide services. Preference will be given to proposals that identify one point of contact through which communications to and with DEEP will flow. Respondents should be located and working in Connecticut. Respondents should be community-based organizations, which may include non-profit organizations, grassroots organizations (groups without a 501(c)3 tax-exempt status), Neighborhood Revitalization Zones (NRZ) and state or federally recognized tribes. A group of entities may submit an application as a "cohort application." Cohort applications must identify the primary applicant and their partner organizations. Municipalities, Councils of Government (COGs), and Community Action Agencies may *only* apply as part of a cohort application and may serve as either the primary applicant or a partner organization.

2. Service Expectations

The selected Respondent(s) will be required to produce and execute a plan for education and engagement of LIDACs, ensuring it is culturally appropriate and responsive to the needs of the geographic area(s) they are serving through Project SunBridge. The plan shall include a strategy(s) to identify and engage with community members that are considered eligible based on the LIDAC definition (included in section II.B Service Overview). The plan shall include strategies to reach different types of community(s) within the geographic area, as applicable, including but not limited to urban, suburban, and rural communities, communities with limited English proficiency, and different types of residential buildings, including single-family, multifamily, condominiums, and manufactured homes. Education and engagement opportunities may include but are not limited to in-person and virtual informational sessions, tabling at community events, neighborhood canvassing, presenting at local town or community meetings, distributing digital and print education resources and other forms of education regarding solar and energy storage technologies and engagement about the financial assistance offerings. Knowledge of residential solar photovoltaics and

energy storage technologies and programs in Connecticut is preferred but not required and all selected Respondents will receive training and resources on these topics.

The selected Respondent(s) shall abide by all EPA terms and conditions for subgrantees. The selected Respondent(s) will be required to contribute to the EPA reports required of DEEP. Coordination with DEEP's other subgrantees, including the Respondent selected for Core Service B – Solar Ambassador, may be required.

3. Staffing Expectations

Preference will be given to Respondents that can demonstrate relevant community education and engagement experience and to those with some knowledge of solar and energy storage. Respondents should identify a primary point of contact for DEEP that can be available to meet with DEEP during regular business hours when needed. Respondents should excel at communicating with a variety of different audiences and possess exceptional verbal and written communication skills. Preference will be given to Respondents that have multilingual staff or access to translation services. Respondents should possess business related computer skills including Microsoft Word, Excel, PowerPoint, email, and internet usage.

4. Data and Technology Expectations

Respondents must maintain reliable internet access and have access to Microsoft Word, Excel, PowerPoint, and email. Selected Respondent(s) will be expected to track all expenses and maintain records for reporting purposes. Selected Respondent(s) must collect data that is required to be reported to the EPA and report it to DEEP. EPA reporting requirements can be found at https://www.reginfo.gov/public/do/PRAViewIC?ref_nbr=202408-2090-001&icID=270003. The relevant reports include Appendix D. Transaction- and Project- Level Report and Appendix E. Semiannual Progress Report. Selected Respondent(s) will be required to report:

Appendix E – Semiannual Progress Report

- **Tab A – Technical Assistance**
 - Technical Assistance Activity
 - Activity Title
 - Actual Expenditure During Reporting Period
 - Target Geography Type
 - Target US State(s) or Territor(ies)
 - Target Count(ies) or County Equivalent(s)
 - Target Metro or Micro Statistical Area(s)
 - Target Census Tract(s)
 - Target Census Block Group(s)
 - Target Tribal Area(s)
 - Target Census Tract or Block Group - Census Year
 - Activity Start Date (actual)
 - Activity End Date (actual)
 - Output Type
 - Target Output
 - Actual Output
- **Tab D – Community & Stakeholders**
 - Stakeholders or Organization Name
 - Technical Assistance Unique Identifier
 - Date Completed (MM/YYYY)
 - Census Tract

- LIDAC (Y/N)?
- Type of Outreach
- Number of Attendees Who Attended
- Language of Materials Circulated
- Description of Outreach or Meeting
- Description of Feedback Received
- Was Feedback Summarized Publicly?
- Outcome of Outreach or Meeting
- Community Feedback on Outreach

DEEP may ask selected Respondent(s) to contribute to:

Appendix E – Semiannual Progress Report

- Tab B – Narrative Fields:
 - Success Story
 - Progress Towards Achievement of Outputs, Outcomes, and Milestones
 - Participatory Governance
 - Media Attention
 - Challenges in Implementation
 - Program Evaluation and Evidence-Building Activities
 - Project Pipeline or Plans for Next Reporting Period
 - Community Ownership
 - Climate Resilience
 - Workforce Development and Entrepreneurship
 - Model Practices
 - Technical Assistance or Market Building Accomplishments
 - Changes in Low-Income Solar Deployment Market Structure and Regulatory Policies

5. Financial Expectations

Insurance Requirements:

- a. Liability: General liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) for bodily injury and property damage, with a minimum amount of \$500,000 for each. Upon request, must provide the State with Certificates of Insurance that document the required coverage, the limits of liability and coverage dates of policies. All documents and coverage must be current.
- b. Workers' Compensation as required by state law.
- c. Cancellation: Respondent must immediately notify DEEP if any required insurance is canceled or modified in amount. In the event of a cancellation of Respondent's coverage, DEEP will make no further funding disbursements to Respondent until certification is provided by an insurance company that the coverage has been restored. In the event such verification is not received by DEEP within ten (10) days of the Notice of Cancellation, DEEP may terminate the Contract, and Respondent must agree to return the balance of all monies paid to Respondent under its contractual agreement.

6. Budget Expectations

Contract(s) will be funded from the Technical Assistance portion of the EPA Solar for All grant to DEEP. DEEP anticipates offering selected Respondent(s) a four-year contract, with the option to extend the contract(s) depending on funding availability and performance during the initial contract period.

Selected Respondent(s) shall provide invoices to DEEP on a monthly basis and be paid on a reimbursement basis.

Core Service B - Solar Ambassador**1. Organizational Expectations**

Proposals must include an organization chart including names and titles of individuals that will provide services. Preference will be given to proposals that identify one point of contact through which communications to and with DEEP will flow. Must be located and working in Connecticut.

2. Service Expectations

The selected Respondent(s) shall serve as the point of connection between people interested in distributed residential solar and energy storage programs, particularly Solar for All, the selected Respondent(s) from Core Service A – Engagement, Green Bank, and CHFA for prospective candidates for financial assistance through Project SunBridge. The Solar Ambassador shall work with DEEP, Green Bank, and CHFA to identify points of connection for new customers and potential customer drop-offs in the process from general interest to uptake. The Solar Ambassador shall facilitate cohort building among the selected Respondent(s) from Core Service A – Engagement to broaden the geographic scope and deepen the education in LIDACs around solar incentives and technology. The cohort-building activities may include regular meetings, discussion around current customer data, or troubleshooting shared challenges with outreach. The Solar Ambassador will develop an engagement plan with cohort participants. The selected Respondent(s) shall host and maintain an email account, a phone line with voicemail capabilities that Connecticut residents and property owners can call, and an online form that residents can fill out to learn more about the residential solar and storage programs in Connecticut, including but not limited to Project SunBridge. The selected Respondent(s) shall explain relevant solar and energy storage programs to those that initiate contact in easy to understand terms, inform people of programs they are eligible for, and provide resources for next steps to installing these technologies. The selected Respondent(s) shall be available to answer and return phone calls, emails, and form responses within two business days, Monday through Friday from 9:00AM to 5:00PM Eastern Time (excluding holidays observed by the State of Connecticut).

Respondents shall have basic knowledge of residential solar and energy storage technologies and relevant Connecticut programs, including:

- [Residential Renewable Energy Solutions](#)
- [Energy Storage Solutions](#)
- [Project SunBridge](#)
- [Non-Residential Renewable Energy Solutions](#)
- [Shared Clean Energy Facilities](#)
- [Home Energy Solutions](#) and [Home Energy Solutions – Income Eligible](#)

The selected Respondent(s) shall abide by all EPA terms and conditions for subgrantees. The selected Respondent(s) will be required to contribute to the EPA reports required of DEEP. Coordination with DEEP's other subgrantees may be required.

3. Staffing Expectations

Preference will be given to Respondents with some knowledge of solar and energy storage technologies and programs in Connecticut. Respondents should identify a primary point of contact for DEEP that can be available to meet with DEEP during regular business hours when needed. Respondents should excel at communicating with a variety of different audience and possess exceptional verbal and written communication skills. Preference will be given to Respondents that have multilingual staff or access to translation services.

Respondents should possess business related computer skills including Microsoft Word, Excel, PowerPoint, email, and internet usage.

4. Data and Technology Expectations

Respondents must maintain reliable internet access and have access to Microsoft Word, Excel, PowerPoint, email, and a phone number. Selected Respondent(s) will be expected to track all expenses and maintain records for reporting purposes. Selected Respondent(s) must collect data that is required to be reported to the EPA and report it to DEEP. EPA reporting requirements can be found at

https://www.reginfo.gov/public/do/PRAViewIC?ref_nbr=202408-2090-001&icID=270003.

The relevant reports include Appendix D. Transaction- and Project- Level Report and Appendix E. Semiannual Progress Report. Selected Respondent(s) will be required to report:

Appendix E – Semiannual Progress Report

- **Tab A – Technical Assistance**
 - Technical Assistance Activity
 - Activity Title
 - Actual Expenditure During Reporting Period
 - Target Geography Type
 - Target US State(s) or Territor(ies)
 - Target Count(ies) or County Equivalent(s)
 - Target Metro or Micro Statistical Area(s)
 - Target Census Tract(s)
 - Target Census Block Group(s)
 - Target Tribal Area(s)
 - Target Census Tract or Block Group - Census Year
 - Activity Start Date (actual)
 - Activity End Date (actual)
 - Output Type
 - Target Output
 - Actual Output

DEEP may ask selected Respondent(s) to contribute to:

Appendix E – Semiannual Progress Report

- **Tab B – Narrative Fields**
 - Success Story
 - Progress Towards Achievement of Outputs, Outcomes, and Milestones
 - Participatory Governance
 - Media Attention
 - Challenges in Implementation
 - Program Evaluation and Evidence-Building Activities
 - Project Pipeline or Plans for Next Reporting Period
 - Community Ownership
 - Climate Resilience
 - Workforce Development and Entrepreneurship
 - Model Practices
 - Technical Assistance or Market Building Accomplishments
 - Changes in Low-Income Solar Deployment Market Structure and Regulatory Policies
- **Tab D – Community & Stakeholders:**
 - Stakeholders or Organization Name
 - Technical Assistance Unique Identifier
 - Date Completed (MM/YYYY)

- Census Tract
- LIDAC (Y/N)?
- Type of Outreach
- Number of Attendees Who Attended
- Language of Materials Circulated
- Description of Outreach or Meeting
- Description of Feedback Received
- Was Feedback Summarized Publicly?
- Outcome of Outreach or Meeting
- Community Feedback on Outreach

5. Financial Expectations

Insurance Requirements:

- a. **Liability:** General liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) for bodily injury and property damage, with a minimum amount of \$500,000 for each. Upon request, must provide the State with Certificates of Insurance that document the required coverage, the limits of liability and coverage dates of policies. All documents and coverage must be current.
- b. **Workers' Compensation** as required by state law.
- c. **Cancellation:** Respondent must immediately notify DEEP if any required insurance is canceled or modified in amount. In the event of a cancellation of Respondent's coverage, DEEP will make no further funding disbursements to Respondent until certification is provided by an insurance company that the coverage has been restored. In the event such verification is not received by DEEP within ten (10) days of the Notice of Cancellation, DEEP may terminate the Contract, and Respondent must agree to return the balance of all monies paid to Respondent under its contractual agreement.

6. Budget Expectations

Contract(s) will be funded from the Technical Assistance portion of the EPA Solar for All grant to DEEP. DEEP anticipates offering selected Respondent(s) a four-year contract, with the option to extend the contract(s) depending on funding availability and performance during the initial contract period.

Selected Respondent(s) shall provide invoices to DEEP and be paid on a reimbursement basis.

Core Service C - Permitting

1. Organizational Expectations

Proposals must include an organization chart including names and titles of individuals that will provide services. Preference will be given to proposals that identify one point of contact through which communications to and with DEEP will flow. Must be located and working in Connecticut.

2. Service Expectations

Core Services C - Permitting includes solar and energy storage permitting assistance to municipalities for residential single and multifamily solar and energy storage that help reduce the soft costs of solar installations for residential single-family and affordable

multifamily housing properties. This service could include developing an engagement plan to attract municipalities, trainings and an incentive program for municipalities to start using SolarApp+ or another streamlined automatic permitting system, and other education on resources to reduce permitting barriers for solar and energy storage projects for larger multifamily properties. The selected Respondent(s) shall be available for in-person or virtual meetings with municipalities (depending on their preference and the nature of the service being provided) during regular business hours, Monday through Friday 9:00AM to 5:00PM Eastern Time. Preference will be given to Respondents that have existing relationships with municipalities that are interested in receiving permitting assistance.

The selected Respondent(s) shall abide by all EPA terms and conditions for subgrantees. The selected Respondent(s) will be required to contribute to the EPA reports required of DEEP. Coordination with DEEP's other subgrantees may be required.

3. Staffing Expectations

Preference will be given to Respondents with knowledge of residential solar and energy storage permitting requirements and limitations. Respondents should identify a primary point of contact for DEEP that can be available to meet with DEEP during regular business hours when needed. Respondents should excel at communicating with a variety of different audience and possess exceptional verbal and written communication skills. Preference will be given to Respondents that have multilingual staff or access to translation services. Respondents should possess business related computer skills including Microsoft Word, Excel, PowerPoint, email, and internet usage.

4. Data and Technology Expectations

Respondents must maintain reliable internet access and have access to Microsoft Word, Excel, PowerPoint, and email. Selected Respondent(s) will be expected to track all expenses and maintain records for reporting purposes. Selected Respondent(s) must collect data that is required to be reported to the EPA and report it to DEEP. EPA reporting requirements can be found at https://www.reginfo.gov/public/do/PRAViewIC?ref_nbr=202408-2090-001&icID=270003. The relevant reports include Appendix D. Transaction- and Project- Level Report and Appendix E. Semiannual Progress Report. Selected Respondent(s) will be required to report:

Appendix E – Semiannual Progress Report

- Tab A – Technical Assistance
 - Technical Assistance Activity
 - Activity Title
 - Actual Expenditure During Reporting Period
 - Target Geography Type
 - Target US State(s) or Territor(ies)
 - Target Count(ies) or County Equivalent(s)
 - Target Metro or Micro Statistical Area(s)
 - Target Census Tract(s)
 - Target Census Block Group(s)
 - Target Tribal Area(s)
 - Target Census Tract or Block Group - Census Year
 - Activity Start Date (actual)
 - Activity End Date (actual)
 - Output Type
 - Target Output
 - Actual Output

DEEP may ask selected Respondent(s) to contribute to:

Appendix E – Semiannual Progress Report

- Tab B – Narrative Fields
 - Success Story
 - Progress Towards Achievement of Outputs, Outcomes, and Milestones
 - Participatory Governance
 - Media Attention
 - Challenges in Implementation
 - Program Evaluation and Evidence-Building Activities
 - Project Pipeline or Plans for Next Reporting Period
 - Community Ownership
 - Climate Resilience
 - Workforce Development and Entrepreneurship
 - Model Practices
 - Technical Assistance or Market Building Accomplishments
 - Changes in Low-Income Solar Deployment Market Structure and Regulatory Policies

5. Financial Expectations

Insurance Requirements:

- a. Liability: General liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) for bodily injury and property damage, with a minimum amount of \$500,000 for each. Upon request, must provide the State with Certificates of Insurance that document the required coverage, the limits of liability and coverage dates of policies. All documents and coverage must be current.
- b. Workers' Compensation as required by state law.
- c. Cancellation: Respondent must immediately notify DEEP if any required insurance is canceled or modified in amount. In the event of a cancellation of Respondent's coverage, DEEP will make no further funding disbursements to Respondent until certification is provided by an insurance company that the coverage has been restored. In the event such verification is not received by DEEP within ten (10) days of the Notice of Cancellation, DEEP may terminate the Contract, and Respondent must agree to return the balance of all monies paid to Respondent under its contractual agreement.

6. Budget Expectations

Contract(s) will be funded from the Technical Assistance portion of the EPA Solar for All grant to DEEP. DEEP anticipates offering selected Respondent(s) a four-year contract, with the option to extend the contract(s) depending on funding availability and performance during the initial contract period.

Selected Respondent(s) shall provide invoices to DEEP and be paid on a reimbursement basis.

■ D. PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with providers/vendors collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to The Agency.

The Agency looks forward to working with providers/vendors to define additional important performance metrics.

Selected Respondent(s)' technical assistance shall contribute to DEEP's overarching goals for Project SunBridge to provide access to solar photovoltaic (PV) systems to seven thousand four hundred (7,400) households in LIDACs, deploying twenty-seven (27) megawatts (MW) of solar PV, and six (6) megawatt-hours (MWh) of associated energy storage. The following performance metrics highlight key priorities that will be analyzed with selected Respondent(s) collaboratively during the life of the contract:

- Adherence to deadlines and timelines
- Adherence to proposed budget
- Responsive to DEEP's requests

Specific metrics for requested service types are below. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to DEEP. DEEP looks forward to working with selected Respondent(s) to define additional important performance metrics. Respondents may also propose additional metrics in their plans for measuring the successful delivery of the Core Service they propose to deliver.

Engagement Team

- Number of potential customers engaged
- Number of in-person events held
- Number virtual events held
- Number of attendees at events held
- Number of in-person events participated in
- Number of virtual events participated in
- Number of attendees at events participated in
- Feedback received by attendees

Solar Ambassador

- Number of phone calls received from potential customers
- Number of unique emails received from potential customers
- Feedback received from potential customers
- Response time for phone calls, emails, and forms
- Number of potential customers passed on to Green Bank and CHFA
- Feedback received from selected Respondents from Core Service A

Permitting Team

- Number of municipalities engaged
- Number of municipalities adopting a streamlined online permitting tool
- Number of municipalities receiving other permitting assistance tools
- Feedback received from municipalities engaged

■ E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcomes-oriented, DEEP seeks to actively and regularly collaborate with providers/vendors to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DEEP reserves the right to request/collect other key data and metrics from providers/vendors.

DEEP will hold regular meetings with the selected Respondent(s) to discuss and evaluate progress. Selected Respondent(s) shall submit quarterly reports to DEEP via email on DEEP-provided templates. Further, selected Respondent(s) shall contribute to the four EPA-required reports that are due throughout the year, as requested by DEEP. For the reporting period from January 1 through June 30, selected Respondent(s) shall contribute to the Semiannual Progress Report due July 30 and to the Transaction- and Project-Level Report due October 30. For the reporting period from July 1 through December 31, selected Respondent(s) shall contribute to the Semiannual Progress Report due January 30 and to the Transaction- and Project-Level Report due April 30.

III. PROPOSAL SUBMISSION OVERVIEW

■ A. SUBMISSION FORMAT INFORMATION

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
 - RFP Name or Number:
 - Legal Name:
 - FEIN:
 - Street Address:
 - Town/City/State/Zip:
 - Contact Person:
 - Title:
 - Phone Number:
 - E-Mail Address:
 - Authorized Official:
 - Title:
 - Signature:
3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.
4. **Executive Summary.** Proposals must include a high-level summary, not exceeding two (2) pages, of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP and identify which Core Service(s) the Respondent proposes to provide.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any

component required by this RFP. Failure to abide by these instructions will result in disqualification.

6. Style Requirements. THIS IS AN ELECTRONIC SUBMISSION. Submitted proposals must conform to the following specifications:

- Page Limit: None specified
- Font Size: 12 pt.
- Font Type: Times New Roman
- Margins: 1"
- Line Spacing: 1.5

7. Pagination. The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

8. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

9. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ B. EVALUATION OF PROPOSALS

1. Evaluation Process. It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts,

the Agency will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

- 2. Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Agency Head will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFP.
- 4. Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.
 - Strengths and Qualifications of Organization – 30%
 - Scope of Services – 5%
 - Staffing Plan – 5%
 - Data and Technology – 10%
 - Subcontractors – 5%
 - Work Plan – 20%
 - Financial Profile – 10%
 - Budget and Budget Narrative – 15%

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will review the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be

posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.

- 6. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

A. Cover Sheet

B. Table of Contents

C. Executive Summary

D. Main Proposal

E. Attachments (clearly referenced to summary and main proposal where applicable)

F. Declaration of Confidential Information

G. Conflict of Interest - Disclosure Statement

H. Statement of Assurances

A-H are defined more specifically below. The listing above is just to provide an initial outline for proposers.

A: Cover Sheet

The Respondent must use a Cover Sheet capturing the following information:

- RFP Name or Number:
- Core Service:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

Proposals should indicate on the Cover Sheet which Core Service(s) the organization is applying for. *Legal Name* is defined as the name of provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

B: Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

C: Proposer Executive Summary

The page limitation for this section is 2 pages; briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

D: Main Proposal Submission Requirements To Submit a Responsive Proposal:

4.1 Strengths and Qualifications of Organization

Proposals must include an overview of the organization, including but not limited to:

1. Business name;
2. Business address;
3. Business telephone number;
4. FEIN;
5. Business contact person who is immediately responsible for the proposal and can provide additional information, if needed, including name, title, telephone number, and email; and
6. Business authorized official who can enter into and amend contractual instruments on behalf of the organization.
7. For cohort applications, identify the primary applicant and any partner organizations.

Proposals must include a general overview of the organization including its history and prior experiences engaging with relevant key stakeholders. Proposals must also include:

1. The purpose, mission, vision, and values of the organization; and
2. A description of any relevant accreditation, certifications, and/or licensure of the organization or any staff contributing to the work outlined in Section II.C – Scope of Service Description.
3. Describe the abilities of any multilingual staff or the Respondent's ability to provide translation services if needed.

Proposals for Core Services A – Engagement must describe how the Respondent has demonstrated experience with the following (for cohort applications, please include experience of both the primary applicant and the partner organization (s)):

5. Community engagement and outreach in Connecticut, including in which specific town(s);
6. Developing plans for education and engagement of low-income and disadvantaged communities, including strategies to reach different types of community(s) within the geographic area, as applicable, including but not limited to urban, suburban, and rural communities, communities with limited English proficiency, and different types of residential buildings, including single-family, multifamily, condominiums, and manufactured homes;
7. Hosting in-person and virtual education and engagement events, including but not limited to in-person and virtual informational sessions, tabling at community events, neighborhood canvassing, presenting at local town or community meetings, distributing digital and print education resources, and other forms of education; and
8. Experience with distributed solar and energy storage, including Connecticut's Residential Renewable Energy Solutions and Energy Storage Solutions programs.

Proposals for Core Services B – Solar Ambassador must describe how the respondent has demonstrated experience with the following:

6. Experience with community engagement, including examples in Connecticut;
7. Experience with cohort building or team building that demonstrates the ability to organize multiple entities around a common cause and mobilize multiple entities to do community engagement work;
8. Experience with distributed solar and energy storage, including Connecticut's Residential Renewable Energy Solutions and Energy Storage Solutions programs;
9. Maintaining an email and phone line for residents to call and ask questions about a particular topic; and
10. Customer service experience.

Proposals for Core Services C – Permitting must describe how the respondent has demonstrated experience with the following:

6. Permitting assistance for municipalities;
7. Past work experience in Connecticut, if applicable;
8. Experience with distributed solar and energy storage, including but not limited to specific permitting issues related to those technologies;
9. Knowledge of and experience with SolarApp+ or another streamlined automatic permitting system; and
10. Developing education, training materials, and other documentation related to streamlining distributed solar and energy storage permitting.

All proposals must include a list of any clients and their associated contact information that DEEP can reach out to for whom the respondent has performed similar services in the last four years, and a brief description of the services, the respondent's role, and the final work product.

Applications for Core Service A must also include letters of support from community members or other community groups that confirm the Respondent's previous community engagement experience and demonstrate confidence in the Respondent's ability to play this role. If applying as a cohort, all entities must provide at least one letter of support.

4.2 Scope of Services

All Respondents must include a plan for measuring the successful delivery of the Core Service they propose to deliver.

Proposals for Core Service A – Engagement must describe any experience facilitating education programs and informational awareness, including the topic area(s). Please highlight target audience and facilitation or education tools utilized. Please include any limitations to the Respondent's ability to conduct engagement and education, including the level of knowledge of solar and energy storage (prior knowledge of these technologies is not a requirement for selection).

Proposals for Core Service B – Solar Ambassador should describe their collaborative approach to capacity building within communities and any existing protocols for customer service and for evaluating customer experience.

Proposals for Core Service C – Permitting must identify any existing relationships with municipalities that are interested in pursuing this service.

4.3 Staffing Plan

Proposals must include a list of key personnel who will be involved in completing the Scope of Services and a personnel organizational chart with titles and task responsibilities. Proposals must include the resume(s) for each person identified in furtherance of the Scope of Services. Each resume must include the task area(s) in which the respondent proposes to perform for each person. Resumes must include relevant professional experience and pertinent educational backgrounds. The names of the persons who will perform the major portion of the Scope of Services shall be specified in the proposal. Proposals responding to more than one Core Service must indicate if the key personnel is different among the Core Services. Any individuals listed shall be available for an interview with DEEP, if called upon, subsequent to DEEP's review of the proposal.

The staffing plan must show a demonstrated commitment to affirmative action.

4.4 Data and Technology

Proposals must demonstrate that the Respondent has adequate data protection procedures in place to secure any sensitive information that may be associated with the Scope of Services and any related federal funding information shared by DEEP. Proposals must demonstrate they have sufficient technology in place to perform the Core Service(s), as applicable. Proposals must demonstrate the Respondent will maintain reliable internet access and have access to Microsoft Word, Excel, PowerPoint, and email. Proposals must demonstrate the Respondent is able to track all expenses and maintain records for reporting purposes.

Proposals should describe how the Respondent will maintain and manage the data required for EPA reporting purposes as described in Section II.C, Scope of Service Description, for the relevant Core Service.

Applications for Core Service C shall thoroughly describe any technology, platform, software, or online service they propose to use to aid municipalities in the permitting

process. Respondents should describe any past use of the technology and justify its viability through use in other jurisdictions or other credible sources.

4.5 Subcontractors

If the Respondent plans to use a subcontractor(s) to deliver the Core Service (including Respondents submitting cohort applications for Core Service A – Engagement), please provide the following information for each subcontractor:

1. Legal Name of Entity, Address, FEIN
2. Contact Person, Title, Phone, E-mail
3. Services Currently Provided (if applicable)
4. Services To Be Provided Under Subcontract
5. Subcontractor Oversight, including collection of data for reporting
6. Subcontract Cost and Term

4.6 Work Plan

Proposals must include a detailed workplan that is responsive to requirements listed in Section II.C – Scope of Service Description. The workplan must include itemized estimates of costs and fees for each of the individual items listed in the Core Service(s) listed in Section II.C, including a breakdown of estimated hours to complete the task, hourly rates associated with each job title conducting the work, and total charge for completing each individual item. The workplan may include multiple estimates based on various levels of respondent engagement.

4.7 Financial Profile

Proposals must include evidence that the organization is financially stable.

Proposals must affirm that the organization has not been formally found to have engaged in financial impropriety and is not in violation of state and federal law.

Proposals must provide evidence that the organization maintains, at a minimum, professional liability insurance.

Proposals must include, as attachments, two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant for proposers whose organizations have been incorporated for less than two years.

4.8 Cost Competitiveness and Budget Narrative

Proposals must include a budget narrative and a detailed budget, including annual hours anticipated and associated hourly rates, to accomplish all tasks outlined in the scope of services. Respondent must acknowledge that these total budgeted cost estimates align with costs the respondent might reasonably incur over the scope of the contract.

E: Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated. See the Proposal Checklist in Appendix A for a list of relevant attachments. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

- a) Résumés for each person identified in furtherance of the Scope of Services
- b) Insurance documentation and/or plan for obtaining required insurance(s) prior to contract execution
- c) History of Violations, if applicable
- d) Conflict of Interest Disclosure Statement
- e) Statement of Assurances
- f) Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant for proposers whose organizations have been incorporated for less than two years.
- g) Applications for Core Service A: Please provide letters of support from community members or other community groups that confirm your previous experience with community engagement.

F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G: Conflict of Interest – Disclosure Statement

Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

H: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return Appendix A.

V. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT PROVISIONS

At the time of selection, the proposer will be required to enter into a contract for services consistent with the sample agreement shown in Appendix B.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
- 3. Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
- 5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
- 2. Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
- 8. Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

9. Sovereign Immunity. Nothing in this RFP is to 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 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 RFP or a contract award.

10. Termination of Contract. Any contract resulting from this RFP may be terminated whenever the Agency makes a written determination that such determination is in the best interests of the State. This includes, but is not limited to, failure of the administrator to meet the performance metrics set forth in the resulting contract.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State 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 pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not

include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

- 4. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

- 5. Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

- 6. Iran Energy Investment Certification C.G.S. § 4-252(a).** Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the

Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

7. **Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
8. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.
9. **Federal terms.** The resulting contract will be funded by EPA and consequently will contain applicable federal terms and conditions. The contract will be subject to controlling federal statutes and regulations, including but not limited to, the Inflation Reduction Act, Pub. Law 117-169; Uniform Grant Guidance at 2 CFR part 200, as amended by 2 CFR part 910 at <http://www.eCFR.gov> and EPA Regulations at 40 CFR parts 1-49, and 2 CFR part 1500; National Policy Requirement in effect on date of the Award at <http://www.nsf.gov/awards/managing/rtc.jsp>; EPA General Terms and Conditions, Terms and Conditions in the EPA Subaward Policy, including Appendices, and Solar for All Administrative and Programmatic Conditions applicable to the EPA award to CT DEEP.

VI. APPENDIX A

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
DEEP	Department of Energy and Environmental Protection (DEEP)
EPA	Environmental Protection Agency (US)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP.
- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with the Agency as a result of this RFP

B. STATEMENT OF ASSURANCES

Connecticut Department of Energy and Environmental Protection
Solar for All Technical Assistance Provider RFP

A proposal will be considered incomplete unless the required signature is provided.

The undersigned Respondent affirms and declares that:

1) General

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The Respondent will deliver services to the Agency the cost proposed in the RFP and within the timeframes therein.
- c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor the Respondent or any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Respondent or any official of the organization nor any subcontractor to the Respondent or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

2) Proposal Certification

- a. I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.
- b. I represent and warrant that I am the authorized agent to enter into a contract with the State/DEEP for purposes of binding my [municipality/organization/firm] to the full extent necessary or appropriate to ensure full performance and compliance of contracting requirements with the State-DEEP including executing any amendments or revisions thereto.
- c. I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.
- d. I certify that any forms required to be submitted with this RFP response are on are complete and accurate as prescribed by the commissioner without alteration of the text.

Legal Name of Individual Respondent/Respondent Organization:

Signature of Individual Respondent or
Authorized Representative

Date

Name of Individual Respondent or Authorized Signatory (print or type)
Title (if applicable):

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C. PROPOSAL CHECKLIST

To assist respondents in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFP) for more comprehensive detail **This is a tool for proposers to use.** It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates (subject to change)

- RFP Released: July 18, 2025
- RFP Conference: July 30, 2025
- Deadline for Questions: August 8, 2025, 4:00 PM ET
- Answers Released: August 22, 2025
- Proposals Due: September 19, 2025, 4:00 PM ET
- (*) Proposer Selection: Quarter 4, 2025

Registration Link for Pre-bid Conference:

[to be determined]

Registration with State Contracting Portal (if not already registered):

- Register at: <https://portal.ct.gov/DAS/CTSource/Registration>
- Submit required forms:
 - Campaign Contribution Certification (OPM Ethics Form 1): <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Proposal Content Checklist

- ☐ **Cover Sheet** including required information:
 - RFP Name or Number
 - Legal Name
 - FEIN
 - Street Address
 - Town/City/State/Zip
 - Contact Person
 - Title
 - Phone Number
 - E-Mail Address
 - Authorized Official
 - Title
 - Signature
- ☐ **Table of Contents**
- ☐ **Executive Summary:** high-level summary of proposal and cost
- ☐ **Main proposal body answering all questions with relevant attachments.**

Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification. Additional attachments may include:

 - Résumés for each person identified in furtherance of the Scope of Services
 - Insurance documentation and/or plan for obtaining required insurance(s) prior to contract execution
 - History of Violations, if applicable

- Applications for Core Service A: Please provide letters of support from community members or other community groups that confirm your previous experience with community engagement.
- ☐ **IRS Determination Letter** (for nonprofit proposers)
- ☐ **Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than two years.
- ☐ **Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
- ☐ **Conflict of Interest Disclosure Statement**
- ☐ **Statement of Assurances**

Formatting Checklist

- ☐ Is the proposal in 12-point, Times New Roman font?
- ☐ Does the proposal format follow normal (1 inch) margins and 1 ½ line spacing?
- ☐ Does the proposer's name appear in the header of each page?
- ☐ Does the proposal include page numbers in the footer?
- ☐ Are confidential labels applied to sensitive information (if applicable)?

VII. APPENDIX B

Sample Contract with the Department of Energy and Environmental Protection

DRAFT

CHECK ONE:

- ☐ GRANT
☐ PERSONAL SERVICE AGREEMENT

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

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

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP – BETP, 10 Franklin Square, New Britain, CT 06051	CONTRACTOR FEIN/SSN

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP – BETP, 10 Franklin Square, New Britain, CT 06051	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	------------------------------	---

COMPLETE DESCRIPTION OF SERVICE	(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 ____ pages numbered A-1 through A-____ inclusive.	
	Page 1 of 11 Standard Terms and Conditions are contained in Pages 2 through 11 and are attached hereto and made a part hereof.	

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.	
	Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of ____ page(s) numbered B-1 through B-____).	
	Total Payments Not to Exceed the Maximum Amount of \$_____.	

(11) OBLIGATED AMOUNT											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	

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

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

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

- 2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
- 3. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and

distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

4. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

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

7. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Indemnification.

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

9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
11. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
12. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate,

prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

14. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

15. Executive Orders 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.

16. Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

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

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

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

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

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

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

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

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

- (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of

a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐
17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
21. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are

adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

23. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
24. Third Party Participation. This Contract is Federally funded, and therefore procurement, subcontracts and subgrants shall be governed by the applicable Special Terms and Conditions of the Award, and the regulations at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. Procurement of Materials and Supplies. The Contractor must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of 2 CFR 200 for the acquisition of property or services required under a Federal award or subaward. The Contractor's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.32 and the WAP-BIL Special Terms and Conditions incorporated herein.
27. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
30. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
32. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception,

- the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
33. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
 34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
 35. Large State Contract Representation for Contractor Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
 36. Large State Contract Representation for Official or Employee of State Agency Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
 37. Iran Energy Investment Certification.
 - (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
 - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
 38. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic term of the consulting agreement are: _____

Description of Services Provided: _____

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

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

39. Access to Contract and State Data The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
40. 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.
41. Federal Terms and Conditions. The following are incorporated by reference herein, and made a part hereof:
- (a) Inflation Reduction Act, Pub. Law 117-169;
 - (b) Uniform Grant Guidance at 2 CFR part 200, as amended by 2 CFR part 910 at <http://www.eCFR.gov> and EPA Grant Regulations at 40 CFR 35;
 - (c) National Policy Requirement in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
 - (d) Administrative and Programmatic Terms and Conditions applicable to the EPA Award to CT DEEP, Award No. 84090001-1, CFDA No. 66.959, as may be further modified, (the Award) which terms the Contractor acknowledges it has reviewed, to the extent applicable to this Contract and not otherwise specifically addressed herein. For purposes of said Administrative and Programmatic Terms and Conditions, the rights conferred on the EPA shall be shared by DEEP and the term "Recipient" shall mean the Contractor when to do so would be consistent with the obligations created by the term or condition.
 - (e) Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
42. Flow Down Requirement. The Contractor shall apply the terms and conditions of this Contract, as applicable, to subcontractors, as required by 2 CFR 200.101, and require their strict compliance therewith. Further, the Contractor must apply the award terms as required by 2 CFR 200.327 to all subcontractors and require their strict compliance therewith.
43. Compliance. The Contractor is required to comply with applicable federal, state, and local laws and regulations for all work performed under this Contract. The Contractor is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Contract.
45. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)
Buy America Preference. The Contractor, as a recipient of an award of Federal financial assistance from a program for infrastructure is 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 nonferrous 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 planning, 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 IJIA §70914, the Contractor may submit a waiver request in writing to EPA. The Contractor 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 Contractor 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.

46. Prevailing wages. Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in 29 CFR Part 5 and 2 CFR 200 Appendix II(E). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the DBRA Requirements for Contractors Under EPA Grants.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

(b) Contract Work Hours and Safety Standards Act (CWHSSA).

(1) Overtime requirements

The Contractor, or any subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for Unpaid Wages and Liquidated Damages

(i) Withholding process.

The EPA, DEEP, the Contractor, or subrecipient at any tier may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this Contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR §5.2). The necessary funds may be withheld from the Contractor under this Contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) Subcontracts

The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part

APPENDIX A
SCOPE OF WORK

Purpose: To . . .

Description: The Contractor agrees to conduct a project titled: _____. The Scope of Work and dates for completion are subject to change, based upon modifications agreed to between DEEP and the federal agency or imposed on DEEP unilaterally by the federal agency.

- 1. Deliverables Title(s):** *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted? What are due dates for deliverables and any reports? Where...is the service to be provided? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*
- 2. Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this Contract on page ____.
- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the _____ as follows: "Funding provided by the [list grant program] administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 4. Publication of Materials:** The Contractor must obtain written approval from DEEP's _____ prior to distribution or publication of any printed material prepared under the terms of this Contract.

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

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
Insert Division Name
Insert Program Coordinator Title
79 Elm Street
Hartford, CT 06106-5127

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

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

7. Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The execution of this Contract affords the Contractor no preferential treatment when seeking approval for any such permits.

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

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

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

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

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

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

12. Continuity of Service

(a) The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to cooperate fully with the State, and do and perform all acts and things that DEEP deems to be necessary or appropriate to ensure continuity of the contracted services so that there is no disruption or interruption in performance, including, but not limited to furnishing phase-in training; and exercising its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon DEEP's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each task described in the plan and shall be subject to DEEP's approval. The Contractor shall provide sufficient qualified personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) If the Contract is terminated for reason of failure of the Contractor to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Contractor shall be liable to the State for any additional costs occasioned to the State thereby. This Continuity of Service term shall survive the Contract.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is _____ dollars (\$_____). The underlying Project and scope of work, including any payments, are contingent upon the continued availability of federal funds that have been appropriated, designated, encumbered, or otherwise made available to DEEP for payments under this Contract.

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. Funds shall be paid to the Contractor for the reimbursement of expenditures only, contingent upon receipt by DEEP of detailed invoices with all required supportive documentation including proof of payment. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. DEEP's Right to Withhold Payments:
 - 1. The Commissioner may withhold a portion of any Periodic Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:
 - i. To assure the payment then due and unpaid to any persons supplying labor or materials for the work.
 - ii. To protect the Commissioner from loss due to defective, unacceptable, or non-conforming work not remedied by the Contractor.
 - iii. To protect the Commissioner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act or neglect of the Contractor or any of the Contractor's subcontractors.
 - 2. The Commissioner may apply any amount withheld under this provision, as the Commissioner may deem proper. The amount withheld shall be considered a payment to the Contractor.
- c. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit with its project status report the cause and what if any impact there is to the approved budget and/or Project schedule.
- d. The final payment shall be reimbursed following completion of the 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.
- e. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection by check made payable to the "Treasurer -State of Connecticut" within 90 days of the Contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

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