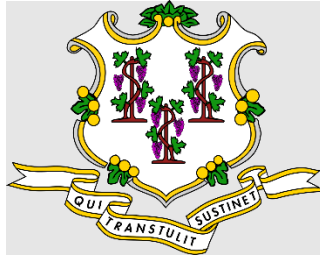


STATE OF CONNECTICUT PROCUREMENT NOTICE

Request for Proposals (RFP) For
Technical Support for Core Services A Climate
Resilience and/or Core Services B Greenhouse
Gas Emission Reduction Climate Planning
Issued By:
Department of Energy and Environmental
Protection
June 24, 2024

The Request For Proposals 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 DEEP's Official Contact:

Name: Katrina Vallett
Address: 10 Franklin Square, New Britain, CT 06051
Phone: 860-827-2668
E-Mail: DEEP.EnergyBureau@ct.gov

The RFP is also available on DEEP's website at

<https://portal.ct.gov/deep/climate-change/climate-action-plans>.

RESPONSES MUST BE RECEIVED NO LATER THAN

~~July 24, 2024~~ **July 31, 2024**

At 4:00 p.m. EST

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

DEEP 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).

I. GENERAL INFORMATION

■ A. INTRODUCTION

1. RFP Name and Number.

Seeking Consultants for technical assistance, for performing contract administration functions, and/or to perform modeling and analytic assignments described as technical support for Core Services A Climate Resilience and/or Core Services B Greenhouse Gas Emission Reduction Climate Planning.

Number: DEEP06242024CM

2. RFP Summary.

The Connecticut Department of Energy & Environmental Protection (DEEP) will use the results of this RFP to select qualified firm(s) for Core Services A and Core Services B. Firms may respond to either or both Core Services A and Core Services B.

- Core Services A: Providing support on Climate Resilience, including supporting the DEEP Climate Resilience Fund grant program on contract administration, and providing technical and educational support on issues concerning climate resilience planning, climate resilience project development, nature-based solutions and green infrastructure for resilience.
- Core Services B: Providing support on Greenhouse Gas Emission Reduction Climate Planning to further develop the deliverables required under the EPA Climate Pollution Reduction Grant (CPRG) planning process and related documents, ensure projects are completed to appropriate technical standards, and develop key deliverables for CPRG planning, including the Comprehensive Climate Action Plan (CCAP), Status Report, modeling, and workplan for the sectors of industry, electricity generation and/or use, transportation, commercial and residential buildings, agriculture, natural and working lands, and waste and materials management.

3. RFP Purpose.

DEEP will use the results of this RFP to hire a consulting firm(s) to assist DEEP in technical support for Core Services A concerning Climate Resilience and Core Services B related to Greenhouse Gas Emission Reduction Climate Planning. For Core Services A, to support managing grants and projects funded by the DEEP Climate Resilience Fund and ensure projects are completed to appropriate technical standards, provide climate resilience planning support, and develop educational and technical documents related to nature-based solutions and green infrastructure and community engagement strategies. For Core Services B, to develop the deliverables required under the EPA CPRG planning process and related documents, ensure projects are completed to appropriate technical standards, and develop key deliverables for CPRG planning, including the CCAP, Status Report, and workplan for the sectors of industry, electricity generation and/or use, transportation, commercial and residential buildings, agriculture, natural and working lands, and waste and materials management. The firm(s) will be selected through the process required by state and

federal laws, regulations, and procurement practices. Companies may be individuals, entities, or firms that meet the technical qualifications specified in this procurement.

DEEP intends to select qualified consulting firm(s) for an initial project cycle, of up to three years with the option, at DEEP's discretion, to extend the contract(s) for an additional period. Those firms selected for this engagement will be placed on a preferred list of consultants for not more than 48 months to be considered for assignments, as needed. Consultants may submit proposals for all such services or any subset of these services.

As assignments come up, the specific scope items and desired budget for the engagement, utilizing the hourly rates submitted in response to this RFP, will be discussed with the firm(s) under consideration. If the selected firm is not able to assemble a team to DEEP's satisfaction, has a potential conflict of interest, or is unable to perform the assignment for any reason, or does not, in DEEP's sole judgment, offer an acceptable price or terms, another consulting firm may be selected from the preferred list. Acceptance onto the preferred list does not guarantee selection for any given assignment. 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 DEEP wishes to procure through this RFP are as follows:

81000000 Engineering and Research and Technology Based Services
80101600 Project Management
81000000 Engineering and Research and Technology Based Services
80101600 Feasibility Studies or screening project ideas

■ B. INSTRUCTIONS

- 1. Official Contact.** DEEP 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 DEEP. 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 DEEP 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: 860-827-2668
E-Mail: DEEP.EnergyBureau@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.** Proposers must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Proposers shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by DEEP 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 from the Official Contact or from the Internet at the following location:

- 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. See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). DEEP 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.

- RFP Released: June 24, 2024
- Deadline for Questions: July 8, 2024
- Answers Released: July 18, 2024
- Proposals Due: **July 24 31, 2024**
- (*) Proposer Selection: September 2024
- (*) Start of Contract Negotiations: September 2024
- (*) Start of Contract: Fall-Winter 2024

5. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of funding to DEEP. Given the broad focus of this RFP covering both climate resilience and greenhouse gas emissions reduction climate planning, DEEP anticipates engaging with two or more selected proposers to perform all or part of Core Services A and with two or more selected proposers to perform all or part of Core Services B. Also included in this RFP is Appendix C which includes a sample contract. The selected Contractor(s) will be required to execute a contract with DEEP prior to commencement of service, but such contract is not required as part of the initial submission.

Assignments under this Agreement

In response to DEEP's request for consulting services, a successful applicant may promptly submit to DEEP for evaluation and approval a detailed projected plan and budget for the assignment containing but not limited to a brief statement of the case or matter, a description of the nature and scope of the various phases of the services expected to be performed as prescribed by DEEP, an estimate of the time required to successfully complete the assignment, and an estimate of the cost of the work broken down into various phases of the services and/or deliverables expected to be performed. Pursuant to the submittal(s) being evaluated, consultants may be selected for the engagement if their submittal is approved by DEEP or if they agree to modifications to the submittal recommended by DEEP. In its discretion DEEP may require revisions, supplements and modifications to the plan and budget from time to time. The specific selected firm will not be compensated for the preparation, amendment or modification of the plan and budget. Firms must be prepared to

commit sufficient personnel, time, and effort to meet the timetable mutually agreed to between DEEP and the selected consultant.

6. Eligibility.

Any individual, entity, or public or private firm with the requisite experience listed in the scope of services in Section II below may respond to this RFP.

7. Minimum Qualifications of Proposers. To qualify for a contract award for Core Services A, a proposer must have the following minimum qualifications: documented experience conducting, reviewing, designing, and/or engineering climate resilience planning and projects of similar scope and complexity for government entities or public- or private-sector clients, similar to the scope of work outlined in Core Services A.

For Core Services A, documentation must include contact information for references who can describe: the proposer's role; experience working with government entities to support resilience projects or programs; resilience project developers; problems encountered in the development of resilience projects and how the proposer handled these problems; and degree of success the said resilience projects have attained along with information on the firm's and all proposed project employees' hourly rates.

To qualify for a contract award for Core Services B, a proposer must have experience with implementing and communicating approaches for quantifying greenhouse gas reductions from programs and policies of similar scope and complexity for government entities or public- or private-sector clients.

For Core Services B, documentation must include contact information for references who can describe: the proposer's role; experience working with government entities to conduct the primary tasks of climate planning in the sectors of for the sectors of industry, electricity generation and/or use, transportation, commercial and residential buildings, agriculture, natural and working lands, and/or waste and materials management, including modeling of pathways and strategies, community engagement, and writing for a general public audience; problems encountered during the development of climate planning projects and show how the proposer handled these problems; and the degree of success the said climate planning projects have attained along with information on the firm's and all proposed project employees' hourly rates.

8. Inquiry Procedures. All questions regarding this RFP or DEEP's procurement process must be directed, in writing, electronically (by 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 – either in person or over the telephone. All questions received before the deadline will be answered. However, DEEP will not answer questions when the source is unknown (i.e., anonymous questions) or a nuisance question. Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, DEEP may or may not respond to questions received after the deadline. DEEP 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.

DEEP will release the answers to questions on the date established in the Procurement Schedule. DEEP will publish any and all amendments to this RFP on the State Contracting Portal and on DEEP's RFP Web Page.

- 9. Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time.

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>.

- 10. 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

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 is also committed to playing a positive role in rebuilding Connecticut's economy and creating jobs – and to fostering a sustainable and prosperous economic future for the State.

DEEP has established five strategic goals that guide the work across our programs:

1. We are actively addressing climate change by advancing emission reduction strategies that support an affordable, reliable, and clean energy economy, and integrating science-based adaptation and resilience planning into our stewardship of natural resources, state and utility infrastructure and operations, and our efforts to protect public health and safety.
2. We are safeguarding, enhancing, and promoting Connecticut's environment and natural resources in order to support our quality of life, stewardship responsibilities, and long-term economic competitiveness.
3. We are promoting environmental and energy justice by applying equity, diversity, and inclusion lenses to policy development, program implementation, and workforce development.
4. We are prioritizing efficiency, transparency, and predictability in the ways we carry out our regulatory responsibilities.
5. We are investing in our staff and championing innovation to continue delivering on our mission during a time of significant anticipated staff attrition.

■ B. SERVICE OVERVIEW

Core Services A: Climate Resilience

Section 15 of Public Act 20-5, An Act Concerning Emergency Response by Electric Distribution Companies, the Regulation of Other Public Utilities and Nexus Provisions for Certain Disaster-related or Emergency-related Work Performed in the State made modifications to the State's *Microgrid Program*, renaming it the *Microgrid and Resilience Grant and Loan Program*. These modifications included but were not limited to expanding the program to include support for resiliency measures and requiring DEEP to prioritize proposals that benefit vulnerable communities. The legislation also allows funding to provide assistance with community planning, including benefit-cost analyses, and nonfederal cost share for grant or loan applications so that our communities can leverage federal funding in combination with this program.

In December 2021, Governor Lamont signed Executive Order 21-3, which included the creation of the Connecticut Community Climate Resilience Program. The Executive Order directed DEEP to create a grant program using the *Microgrid and Resilience Grant and Loan Program* in CGS Sec 16-243y to fund climate resilience planning and project development, with at least 40% of the funding going to communities where vulnerable populations reside. A key goal of this program was to create a pipeline of projects that can successfully compete for federal resilience grant funding authorized through the Bipartisan Infrastructure Law and Inflation Reduction Act.

In September 2022, DEEP opened applications for the first round of grants through the newly created DEEP Climate Resilience Fund (DCRF). In June 2023, DEEP awarded 21 grants worth a total of \$8.8 million to 18 municipalities, councils of government, and nonprofits for a range of climate resilience planning and project development that includes neighborhood-level extreme heat plans, municipal climate resilience plans, and preliminary designs and grant applications for projects to reduce flooding.

DEEP anticipates future rounds of the DCRF, which will add to existing grant and program management duties along with providing technical assistance to DEEP and grantees on designing and deploying nature-based solutions and green infrastructure.

Core Services B: Climate Pollution Greenhouse Gas Emission Reduction Climate Planning

Congress created the Climate Pollution Reduction Grants (CPRG) program through the Inflation Reduction Act of 2022 (IRA). Section 60114 of the IRA appropriated \$5 billion to the Environmental Protection Agency (EPA) for the CPRG program to support efforts by states, U.S. territories, municipalities, air pollution control agencies, tribes, and groups thereof to develop and implement plans to reduce greenhouse gases. In 2023, DEEP was awarded \$3 million from the planning grant phase of the CPRG program to develop three deliverables:

- A Priority Climate Action Plan (PCAP), due March 1, 2024,
- A Comprehensive Climate Action Plan (CCAP), due in August 2025, and
- A Status Report, due at the close of the 4-year grant period (anticipated due date in August 2027)

The PCAP focused on near-term, high-priority measures to reduce greenhouse gas emissions that are ready to be implemented. The CCAP will address all significant greenhouse gas sources and sinks across all sectors present in the state, establish near-term and long-term greenhouse gas emission reduction goals, and provide strategies identify measures to achieve those goals. The Status Report will identify the implementation status of the quantified greenhouse gas reduction measures included in the CCAP, any relevant updated analyses or projections supporting CCAP implementation, and next steps and future budget needs to continue CCAP implementation.

■ C. SCOPE OF SERVICE DESCRIPTION

1. The selected respondent(s) will be responsible for providing technical assistance at the direction of DEEP in one or more of the Core Services tasks listed below. Respondents must submit a proposal for tasks for at least one of the Core Services listed below (i.e. Core Services A or Core Services B, ~~in their entirety~~), and may submit one combined or a separate proposal for each listed Core Services, as described in Section IV.D below.

Core Services A: Climate Resilience

For Core Services A, the selected respondents will be expected to provide the following core services tasks:

- A1. Provide grant management support to DEEP by reviewing quarterly reports; monitoring progress; tracking reimbursements; developing and tracking metrics for climate resilience indicators, performance, and outcomes; and other related grant management tasks.
- A2. Support coordination/communications between DEEP resilience project grantees and design engineers to ensure funded projects and their progress adequately align with technical requirements detailed in submitted applications as well as program requirements.
- A3. Draft and develop technical, educational, and informational materials about climate resilience, including but not limited to nature-based solutions, green infrastructure, stormwater management, living shorelines, and community engagement strategies for grantees and relevant stakeholders.
- A4. Conduct outreach on the grant program, including but not limited to the development of factsheets, webinars and other outreach materials as needed.
- A5. Assist DEEP with developing federal grant applications related to climate resilience, including identifying funding opportunities and evaluation criteria; developing cost benefit analyses using Federal Emergency Management Agency (FEMA) methodologies and other relevant studies required for applications; supporting DEEP with public processes, including but not limited to attending public meetings and reviewing and analyzing written comments submitted, and identifying match funding opportunities from existing programs in Connecticut at the direction of DEEP.
- A6. Provide DEEP with climate resilience planning and/or information and analysis of any issues that arise during the process of completing the above tasks, including but not limited to, extreme heat planning, climate risk vulnerability assessments, all hazard planning, flood modeling, hydrologic and hydraulic modeling, site studies and selection, project scoping activities, project feasibility analyses, field studies, environmental and engineering studies and analyses related to resilience project, and alternatives analyses.
- A7. Participate in biweekly meetings with DEEP host (task unit: one hour-long meeting).
- A8. Present at one or more public meetings and/or bidders conferences (task unit: one, 30-minute presentation plus Q&A).

- A9.** And any other needs identified related to grants or loans administered by CT DEEP for resilience projects under the microgrid and resilience grant and loan pilot program in CGS Sec. 16-243y, including but not limited to the DEEP Climate Resilience Fund and advancing the use of nature-based solutions or green infrastructure.

Core Services B: Greenhouse Gas Emission Reduction Climate Planning

For Core Services B, the selected respondents will be expected to provide the following core services [tasks](#):

- B1.** Modeling, evaluating data and developing studies, reports, or other technical or legal documents relating to greenhouse gas emissions from business-as-usual scenarios and ambitious actions to reduce greenhouse gases and/or measures that enhance carbon sinks across one or more of the following sectors: industry, electricity generation and/or use, transportation, commercial and residential buildings, agriculture, natural and working lands, and waste and materials management to be used in DEEP's submission in the CPRG Comprehensive Climate Action Plan (CCAP).
- B2.** Planning, developing, and implementing programs within DEEP's purview to assist DEEP with developing targets for greenhouse gas reduction for major sources of emissions.
- B3.** Develop and implement benefits analysis for the full geographic scope and population covered by the measures in the CCAP.
- B4.** Develop and implement a benefits analysis for low-income and disadvantaged communities.
- B5.** Develop and implement public and stakeholder outreach including facilitating meetings, drafting content, managing logistics of events, promoting such events, and supporting DEEP during such events.
- B6.** Conduct a review of authority to implement all greenhouse gas reduction strategies included in the CCAP.
- B7.** Assist DEEP with developing a plan to leverage other sources of federal funding to implement climate mitigation and greenhouse gas reduction initiatives.
- B8.** Conduct a workforce planning analysis for greenhouse gas reduction strategies included in the CCAP.
- B9.** Conduct public and stakeholder engagement in-person and/or virtually to solicit feedback on CCAP strategies.
- B10.** Support DEEP in reporting on the implementation status of greenhouse gas reduction strategies.
- B11.** Prepare applications for federal funding to implement greenhouse gas reduction strategies.
- B12.** Participate in biweekly meetings with DEEP host (task unit: one hour-long meeting).
- B13.** Any other related needs identified related to the CCAP and Status Report deliverables and supporting the implementation of these plans.

- 2.** For Core Services A and Core Services B, the selected respondents will be expected to provide the following core services:

. Organizational Expectations

Individual, entity, or public or private firm located anywhere in the United States and registered to do business in the state of Connecticut. Some in-state work will include facilitating outreach and stakeholder engagements.

- **Staffing Expectations**

A proposal must include a staffing organizational chart with titles and task responsibilities. Résumés must be included in the submission. For Core Services A, prior technical experience with engineering design and development of resilience projects is required. For Core Services B, prior technical experience with quantitative analysis of greenhouse gas emissions reductions is required.

The proposer is expected to participate in regular meetings to provide updates on progress and to communicate regularly with DEEP staff collaborators.

- **Data/Technology and Work Product Expectations**

- Data and Technology

- The proposer is expected to have adequate data protection procedures in place to secure any sensitive information that may be associated with project development and grant funding applications. This sensitive information could include but is not limited to details pertaining to critical infrastructure and/or details pertaining to trade secrets associated with project development.

- Work Product and Papers

- The selected firm's work products shall be considered public documents and shall be made available for public inspection and distribution as required. At the conclusion of an assignment, the consultant shall make copies of relevant work papers and source documents available to DEEP if so requested.

- **Financial Expectations**

The proposer shall provide evidence that the firm is financially stable.

The proposer shall affirm that the firm has not been formally found to have engaged in financial impropriety and is not in violation of state and federal law.

The proposer shall provide evidence that the firm maintains, at a minimum, professional liability insurance.

- **Budget Expectations**

The proposer is expected to review the total available funding for services and acknowledge that these total budgeted cost estimates align with costs the proposer might reasonably incur over the scope of the grant project cycle.

The proposer is expected to provide ~~a budget table with hourly rate[s] by staff level and an estimated total budget by task. with estimated annual hours per staff level for all proposed tasks and technical assistance.~~

- **Cost**

DEEP will reimburse the selected firm for actual, necessary, and reasonable out-of-pocket disbursements and expenses. DEEP will not reimburse the selected firm for any overhead related expenses, including but not limited to duplicating, secretarial, clerical staff, meals and in-state transportation costs or expenses unless they are otherwise approved in advance and in writing by DEEP. The selected consultant, in an engagement agreement, shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with any interstate travel, specifically excluding

first class and business class airfare, as approved in advance in writing by DEEP. The selected firm shall not be compensated for any time spent preparing any billing documentation, including but not limited to any such documentation required under the contract.

■ **DEEP Agency Role**

DEEP will collaborate closely with the selected proposers throughout the duration of their services provided. DEEP will perform the following roles throughout this collaborative process:

Core Services A:

- Lead and administer the grant application and review process.
- Communicate with key parties associated with funded projects and request support from the proposer as needed.
- Facilitate access to pertinent information relevant to appropriately conduct technical review and assessment of projects.

Core Services B:

- Lead and administer the CPRG planning grant.
- Communicate with key parties associated with greenhouse gas reduction strategies and request support from the proposer as needed.
- Facilitate access to pertinent datasets and other information relevant to appropriately conduct quantitative and qualitative analyses of greenhouse gas reductions strategies.

■ **D. PERFORMANCE MEASURES**

The following performance metrics highlight key priorities that will be analyzed with providers/vendors collaboratively during the life of the contract.

- Adherence to deadlines and timelines;
- Adherence to proposed budget;
- Responsive to DEEP's requests for technical support in reviewing project applications and reimbursement requests from any awarded contracts.

This is not an exhaustive list, but rather an indication of significant performance metrics of interest to DEEP. DEEP looks forward to working with the selected proposer to define additional important performance metrics.

■ **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 proposer(s) during the contract term to track progress and assist as needed.

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.

III. PROPOSAL SUBMISSION OVERVIEW

■ A. SUBMISSION FORMAT INFORMATION

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV – Required Proposal Outline and Requirements. 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:
 - Core Service:
 - 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 of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP. Proposals must include a description of overall approach to engaging with DEEP to provide the Scope of Services.
- 5. Attachments.** Attachments other than the required Appendices or Attachments identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Attachments 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. Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Attachments, must be numbered in the footer.
- 7. 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. In section IV.F of the proposal 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).
- 8. 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. DEEP 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 DEEP 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, DEEP 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.** DEEP 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. DEEP may offer proposers a limited opportunity to

remedy a deficient proposal. Otherwise, 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. DEEP 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. DEEP may offer proposers a limited opportunity to remedy a deficient proposal. DEEP will reject any proposal that deviates significantly from the requirements of this RFP.
- 4. Evaluation Criteria.** 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.
- Organization Profile
 - Organization Qualifications
 - Staffing Plan
 - Data and Technology
 - Work Plan
 - Financial Profile
 - Cost Competitiveness and Budget ~~Table~~Narrative

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. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with DEEP. 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 DEEP's discretion, about the outcome of the evaluation and proposer selection process. DEEP reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate proposals.
- 6. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to DEEP's contracting procedures, which may include approval by the Office of the Attorney General.

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: Cover Sheet

The Proposer 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:

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

Proposers 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

This section should briefly describe how the Proposer meets the eligibility and qualification criteria outlined in the Proposal Overview and provide a brief overview of why the Proposer should be selected for the activities highlighted in the scope of services.

D: Main Proposal Submission Requirements To Submit a Responsive Proposal:**4.1 Organization Profile**

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.

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 Services.

4.2 Organization Qualifications

Proposals for Core Services A must describe how the proposer has demonstrated experience with the following:

1. Technical, financial, scientific, policy, and planning components of climate resilience and adaptation at the state and local levels;
2. Grant program management and administrative support;
3. Providing technical assistance and support on climate resilience and adaptation;
4. Providing technical assistance, expertise, and support on nature-based solutions and green infrastructure, including living shorelines;
5. Climate resilience and adaptation metrics, indicators and program evaluation;
6. Technical and community-level outreach, and community and stakeholder engagement, especially with vulnerable communities and environmental justice populations;
7. Competing for federal climate resilience funds and grants;

Proposals for Core Services B must describe how the proposer has demonstrated experience with the following:

1. Technical, financial, scientific, policy, and planning components of greenhouse gas emissions reduction and/or enhancing carbon sinks climate planning at the state and local levels for the sectors of industry, electricity generation and/or use, transportation, commercial and residential buildings, agriculture, natural and working lands, and/or waste and materials management;

2. Technical and community-level outreach, and community and stakeholder engagement, especially with vulnerable communities and environmental justice populations;
3. Federal programs focused on environmental justice, including the Justice40 Initiative, and federal tools for screening for impacts to environmental justice communities;
4. Assisting with writing state or local climate planning documents and federal grant applications;
5. Technical approaches for quantifying greenhouse gas emissions from business-as-usual scenarios and climate mitigation strategies, including standards and norms for reporting projections; and
6. Providing technical assistance and support for workforce analyses.

All proposals must include a list of any clients and their associated contact information that DEEP can reach out to for whom they have performed similar services in the last four years, and a brief description of the proposer's role; proposer's experience working with government entities to support a resilience program and/or greenhouse gas reduction climate plans; resilience project developers; problems encountered in the development of resilience projects and/or greenhouse gas reduction climate plans and how the proposer handled these problems; degree of success the proposers resilience projects and/or greenhouse gas reduction climate plans have attained, including but not limited to securing federal funding, construction, and/or final implementation as applicable, and the date of any final report or work product associated with those services.

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. Please label the tasks by their corresponding number (A1, A2, etc.). 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 proposer 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 engagement's duties shall be specified in the proposal. Such individuals 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 Proposer has adequate data protection procedures in place to secure any sensitive information that may be associated with climate resilience grant funding applications and greenhouse gas emissions reduction climate planning. This sensitive information could include but is not limited to details pertaining to critical infrastructure and/or details pertaining to trade secrets associated with resilience project development.

4.5 Workplan

Proposals must include a detailed workplan that is responsive to requirements listed in Section II.C – Scope of Services. The workplan must include all Core Services tasks that may be provided by the consultant and its member staff, a brief description of how the consultant will provide those Core Services tasks, including each staff title conducting the Core Services tasks, and 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 staff title conducting the core services taskwork, and total charge for completing each individual item. The workplan may include multiple estimates based on various levels of proposer engagement.~~

4.6 Financial

Proposals must include evidence that the firm is financially stable.

Proposals must affirm that the firm 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 firm maintains, at a minimum, professional liability insurance.

4.7 Cost Competitiveness and Budget ~~Table~~Narrative

Proposals must include a budget ~~table (see below)~~narrative and a detailed budget, including ~~annual hours anticipated and with the staff titles and~~ associated hourly rates ~~associated with each of the Consultant's personnel,~~ to accomplish all tasks outlined in the scope of services. ~~Proposers must provide an estimated total budget for each task in the scope of services they propose to perform. DEEP realizes that these are merely to provide an estimate of the total budget by task and may not be exact.~~ Proposer must acknowledge that these total budgeted cost estimates align with costs the proposer might reasonably incur over the scope of the contract.

Example Core Services A Budget Table

| Core Services Task | Personnel Name and/or Staff Title | Hourly Rate* | Estimated Total Budget by Task |
|---------------------------|--|---------------------|--|
| A1 | Ms. Smith, Environmental Analyst 1 | \$XX/hr | \$XX.00 |
| | Mr. Smith Director | \$XX/hr | |
| | Mrs. Smith Asst. Director | \$XX/hr | |
| TOTAL | | | Estimated Total Core Services A Budgeted Cost |

* Hourly rate should include fringe.

Example Core Services B Budget Table

| Core Services Task | Personnel Name and/or Staff Title | Hourly Rate* | Estimated Total Budget by Task |
|---------------------------|--|---------------------|--|
| B1 | Ms. Smith, Environmental Analyst 1 | \$XX/hr | \$XX.00 |
| | Mr. Smith Director | \$XX/hr | |
| | Mrs. Smith Asst. Director | \$XX/hr | |
| TOTAL | | | Estimated Total Core Services B Budgeted Cost |

* Hourly rate should include fringe.

E: Attachments

Attachments other than the required attachments identified are not permitted and will not be evaluated. 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: 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

Sign and return Appendix B, Statement of Assurances. Place after Conflict of Interest-Disclosure Statement.

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 Personal Service Agreement (PSA) shown in Appendix C.

■ 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. DEEP 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, DEEP 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 DEEP for press releases that relate in any manner to this RFP or any resultant contract.
- 6. Notice of Elections Enforcement.** Proposers acknowledge and agree that their participation in this procurement are subject to the terms of C.G.S. § 9-612 (f) (2) concerning Campaign Contribution and Solicitation Limitations as detailed in Appendix D of this RFP.

■ 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 DEEP 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.** DEEP 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. Any proposed escalation in costs must be disclosed in the proposal.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, DEEP may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by DEEP, 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 DEEP. DEEP 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 DEEP. At its sole discretion, DEEP 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 DEEP, 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. At its discretion, DEEP 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 DEEP 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 DEEP 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 DEEP 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 DEEP.
- 2. Amending or Canceling RFP.** DEEP reserves the right to amend or cancel this RFP on any date and at any time, if DEEP 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, DEEP may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** DEEP 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. DEEP may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. DEEP 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.** DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. DEEP further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, DEEP may seek Best and Final Offers (BFO) on cost from proposers. DEEP may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** DEEP reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of 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 DEEP is the sole funder of a purchased service, DEEP reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. DEEP also reserves the right to approve replacements for key personnel who have terminated employment. DEEP 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 DEEP.
- 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 DEEP 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 detailed in Appendix D of this RFP and 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.

VI. APPENDIX

APPENDIX A.

ABBREVIATIONS / ACRONYMS / DEFINITIONS

| | |
|--------|---|
| ADA | Americans with Disabilities Act of 1990 |
| BFO | Best and Final Offer |
| C.G.S. | Connecticut General Statutes |
| CT | Connecticut |
| DAS | Department of Administrative Services (CT) |
| DEEP | Department of Energy and Environmental Protection |
| FEIN | Federal Employment Identification Number |
| FOIA | Freedom of Information Act (CT) |
| OPM | Office of Policy and Management (CT) |
| POS | Purchase of Service |
| PSA | Personal Service Agreement |
| RFP | Request For Proposal |
| U.S. | United States |

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with DEEP as a result of this RFP. This term may be used interchangeably with selected proposer.

- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to DEEP 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 DEEP 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 DEEP as a result of this RFP.

APPENDIX B

STATEMENT OF ASSURANCES

Department of Energy and Environmental Protection

The undersigned Proposer 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 Proposer will deliver services to DEEP at the cost proposed in the RFP and within the timeframes therein.
- c. The Proposer will seek prior approval from DEEP before making any changes to the location of services.
- d. Neither the Proposer or any official of the organization nor any subcontractor the Proposer 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 Proposer or any official of the organization nor any subcontractor to the Proposer 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.

Legal Name of Organization:

Authorized Signatory

Date

APPENDIX C SAMPLE PSA

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 07/01/2024 (DEEP Electronic Format)

Enter the Program Name or delete text here
(Enter Title of the Agreement)

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

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

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

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

| | | |
|--------------|--|--------------------------|
| STATE AGENCY | (5) AGENCY NAME AND ADDRESS DEEP - _____, 79 Elm Street, Hartford, CT 06106-5127 | (6) Dept No. DEP43000 |
|--------------|--|--------------------------|

| | | |
|-----------------|--|---|
| 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.) |
| | <p>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.</p> <p>Appendix A consists of ___ pages numbered A-1 through A-___ inclusive.</p> <p align="center">Page 1 of 11</p> <p>Standard Terms and Conditions are contained in Pages 2 through 11 and are attached hereto and made a part hereof.</p> |

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| COST AND SCHEDULE OF PAYMENTS | (10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. |
| | <p>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-___).</p> <p>Total Payments Not to Exceed the Maximum Amount of \$ _____.</p> |

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| (11) OBLIGATED AMOUNT | |
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| (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 |
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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.

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| 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, status as a victim of domestic violence, 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, status as a victim of domestic violence, 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. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
27. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
30. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
32. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such

nonperformance.

33. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
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 4e-72a of the Connecticut General Statutes, 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.

APPENDIX A PSA
SCOPE OF WORK

Purpose:

Description: The Contractor agrees to conduct a project titled: _____

1. Deliverables Title(s):

2. Budget:

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.

8. Project Summaries: Following Execution of this Contract, the Contractor shall provide summaries of project status to the [] once every [] 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, [].

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 [] must be included. A sample format is attached as Appendix C.

APPENDIX B PSA
SCHEDULE OF PAYMENTS

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

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

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. 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. 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.
- c. 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.
- d. 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 in a check payable to the "Treasurer- State of Connecticut" within 90 days of the Contract expiration date.

APPENDIX C PSA

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 | | | |

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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