

**STATE OF CONNECTICUT PROCUREMENT NOTICE**

# Request for Proposals (RFP) For Statewide Weatherization Barrier Remediation Program Operator

## Issued By:

The Department of Energy and Environmental Protection

**November 10, 2021**

The Request For Proposal is available in electronic format on the [State Contracting Portal](#) by filtering by Organization for The Department of Energy and Environmental Protection (DEEP or the Agency) or from the Agency's Official Contact:

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The RFP is also available on the Agency's website [here](#).

Potential bidders may register for the Bidders Conference [here](#).

RESPONSES MUST BE RECEIVED NO LATER THAN

**January 4, 2022 at 4:00 PM EST**

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

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

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## I. GENERAL INFORMATION

### A. INTRODUCTION

- 1. RFP Name and Number.** Statewide Weatherization Barrier Remediation Program Operator, Solicitation #DEEP11102021CM.
- 2. RFP Summary.** The Department of Energy and Environmental Protection (DEEP or the Agency) will use the results of this RFP to select a qualified Program Operator(s) for the Weatherization Barrier Remediation Program. This program will be funded by the Low Income Home Energy Assistance Program (LIHEAP) and, potentially, other supplementary funds and will begin accepting client applications on April 1, 2022.
- 3. RFP Purpose.** DEEP will use the results of this Request for Proposals (RFP) to select a qualified Program Operator for the Weatherization Barrier Remediation Program. The Program Operator(s) will be selected through the process required by applicable state and federal laws, regulations, and procurement practices.

The purpose of the Weatherization Barrier Remediation Program is to address health and safety issues, such as mold and asbestos, that prevent the completion of residential weatherization and energy efficiency measures. Energy efficiency intervention coupled with health and safety barrier remediation not only provides a path to lower household energy costs and energy burdens<sup>1</sup> but can also generate non-energy benefits that improve physical and social determinants of health, population health, and social equity — by reducing excess housing and energy burdens experienced by low income households.<sup>2</sup>

DEEP intends to select the most qualified Program Operator(s) for 2022 - 2024 (January 1, 2022 – December 31, 2024). Following successful execution of a contract with DEEP, the Program Operator(s) chosen through this RFP will begin work in early 2022 to establish the Program. The Program will begin accepting applications April 1, 2022, for a nine-month active program during 2022 and 12-month programs thereafter in 2023-2024.

Contract periods may be longer or shorter, depending on the ability to meet program needs and metrics, and federal grant funding cycles. Demonstrated capacity to provide services on a long-term and ongoing basis is looked upon favorably in the review process to ensure continuity of services between grant cycles.

- 4. Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:
  - 80000000: Management and Business Professionals and Administrative Services
  - 80101600: Project Management
  - 80101604: Project Administration or Planning
  - 80101606: Project Monitoring and Evaluation
  - 80161500: Management Support Services

### B. INSTRUCTIONS

<sup>1</sup> Energy burden is defined as the percentage of gross household income spent on energy costs. In 2020, CT households with incomes below 60% of the state median income had average energy costs \$1,010 above the affordable level of spending (up to 6% of area median income). See: Mapping Household Energy & Transportation Affordability in Connecticut, VEIC, 2020, available at: <https://www.ctgreenbank.com/wp-content/uploads/2020/11/Mapping-Household-Energy-and-Transportation-Affordability-Report-Oct-2020.pdf>

<sup>2</sup> See: Weatherization and its Impact on Occupant Health Outcomes, Green and Healthy Homes Initiative, Green and Healthy Homes Initiative, 2017, available at: [https://www.greenandhealthyhomes.org/wp-content/uploads/Weatherization-and-its-Impact-on-Occupant-Health\\_Final\\_5\\_23\\_2017\\_online.pdf](https://www.greenandhealthyhomes.org/wp-content/uploads/Weatherization-and-its-Impact-on-Occupant-Health_Final_5_23_2017_online.pdf)

- **Official Contact.** The Agency has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Agency. See **Section 9 Inquiry Procedures** for more details. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

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2. **Registering with State Contracting Portal.** Respondents must register with the State of Connecticut contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered.

Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1):  
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

3. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- [DEEP's RFP Web Page](#)
- [State Contracting Portal](#) (go to CTsource Bid Board, filter by "Department of Energy and Environmental Protection")

It is strongly recommended that any proposer or prospective proposer interested in this procurement check the CTSource 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. The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency's RFP Web Page.

- RFP Released: November 10, 2021
- RFP Conference: November 22, 2021, at 11:00 AM
- Deadline for Questions: December 1, by 4:00 PM
- Answers Released: December 10, 2021
- Proposals Due: January 4, 2022, by 4:00 PM
- Proposer Selection: January 2022

5. **Contract Awards.** The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Agency. The Agency anticipates the following:

Total Available Funding: Up to \$12,300,000 through 2024  
Number of Awards: Minimum one (1)  
Contract Cost: Up to \$12,300,000 through 2024  
Contract Term: 2022-2024  
Funding Source: **Up to \$5,500,000** over FFY22-24 (October 1, 2022 – September 30, 2024) from the Low Income Home Energy Assistance Program.

**Up to \$6,650,000** in supplemental funding from the 2021 American Rescue Plan Act (ARPA) funding to support Health and Safety Barriers to Housing Remediation over 2022-2024 (January 1 2022 – December 31, 2024).

**Up to \$150,000** in supplemental funding from the U.S. Department of Energy's State Energy Program (SEP) through FY22 (January 2021 - June 30, 2022).

**6. Eligibility.** Any Qualified Entity is eligible to apply. A Qualified Entity is defined as any organization, company, agency, or other entity that meets the minimum qualifications described in **Section I.B.7 Minimum Qualifications of Proposers** and has the capacity to abide by all state and federal rules, particularly those regarding the use of grant money. Bidders are requested to apply for the total available funding (**described in Section 1.B.5**); however, the Agency has the discretion to limit the amount of available funding and select multiple Program Operators, each receiving a determined portion of the total available funding.

Based on LIHEAP Assurances, applicant preference is given to a non-profit organization, community action agency, or unit of local government.

- 7. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:
- Experience implementing residential energy efficiency, or health and safety repair and remediation programs.
- 8. Letter of Intent.** A Letter of Intent (LOI) is not required by this RFP.
- 9. Inquiry Procedures.** All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered in writing and posted on or before the Answers Released date in the Procurement Schedule. However, the Agency will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Agency may or may not respond to questions received after the deadline. The Agency may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

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

**10.RFP Conference.** An RFP conference will be held to answer questions from prospective proposers. Attendance at the conference is optional but encouraged. The conference will include a brief overview of the RFP and the scoring criteria. Proposers and prospective proposers will have an opportunity to ask questions of DEEP staff during the conference. DEEP may immediately answer logistical questions during the conference but reserves the right to respond to questions, in writing, no later than the Answers Released date included in the **Section I.B.4 Procurement Schedule**.

**Register for the RFP Conference [HERE](#)**

**11.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 in the **Section I.B.4 Procurement Schedule**.

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 Evaluation Review Committee (as defined in Section II.B.2).
- The electronic copy of the proposal must be emailed to official agency contact for this procurement. The subject line of the email must read: *Statewide Weatherization Barrier Remediation Program Operator*. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects The Agency's server limitations. Respondents should work to ensure there are not additional IT limitations from the provider side.

**12. Multiple Proposals.** The submission of multiple proposals is not an option for this procurement. However, bidders are encouraged to provide up to three (3) budget scenarios as described in Section IV.D.4.4.2 Cost Competitiveness and Budget Narrative

## II. PURPOSE OF RFP AND SCOPE OF SERVICES

### A. AGENCY OVERVIEW

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

DEEP's Bureau of Energy and Technology Policy develops forward-looking energy efficiency, infrastructure, and alternative power programs.

## B. SERVICE OVERVIEW

The chosen bidder will be designated as the Program Operator(s) for the Weatherization Barrier Remediation Program, administered by DEEP and overseen by the Department of Social Services (DSS) in their role as the grantee of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant from the federal Department of Health and Human Services (HHS).

A Program Operator is required to implement the Weatherization Barrier Remediation Program. The purpose of the Weatherization Barrier Remediation Program is to address health and safety issues, including but not limited to asbestos, mold, vermiculite, unsafe appliance combustion, gas leaks, carbon monoxide, structural issues, venting issues, and knob and tube wiring, that impede the ability to move forward with weatherization measures. Removal of these barriers improves the health and safety of homes and allows for the installation of measures that can lower household energy costs and energy burden, and generate non-energy benefits that improve physical and social determinants of health, population health, and social equity.

**Service Outcome Goals:** The Weatherization Barrier Remediation Program, with the work of the Program Operator(s), will remediate barriers in a minimum number of homes in its first full program year, given adequate funding. The Budget Template included as Attachment 2 details goals for the number of homes remediated each year under different budgeting scenarios. These homes will subsequently be weatherized by the Home Energy Solutions Income Eligible (HES-IE) Program or the Department of Energy's Weatherization Assistance Program (WAP).

**Target User Population:** This program will target low-income households who qualify for LIHEAP assistance and whose homes contain health and safety barriers to residential weatherization services.

## C. SCOPE OF SERVICE DESCRIPTION

DEEP's Bureau of Energy and Technology Policy is soliciting proposals from interested and qualified entities to serve as a Program Operator(s) for a Weatherization Barrier Remediation Program (the Program). The selected entity will oversee (1) establishing the eligibility of customers requesting services from the Program, (2) connecting customers with the appropriate resources to complete the barrier remediation work, (3) inspecting completed barrier remediation work, and (4) confirming that weatherization measures are completed once the barriers are remediated through the Home Energy Solutions-Income Eligible program (HES-IE) or Weatherization Assistance Program (WAP). The Program Operator(s) will also facilitate subcontractor payment upon successful job completion and shall provide DEEP and, where required, DSS, with all invoices and other accounting information upon request.

### 1. Organizational Expectations

- *Entity Type:* Any organization with experience implementing residential energy efficiency, or health and safety repair and remediation programs is eligible to apply. Based on LIHEAP Assurances, applicant preference is given to a non-profit organization, community action agency, or unit of local government.

### 2. Service Expectations

*Core Components of Service*

- Client intake, including, where required, confirmation of eligibility to receive LIHEAP assistance through use of the Connecticut Energy Assistance Program application.
- Determine appropriate credentials for a health and safety specialist, then identify and hire a qualified and properly credentialed health and safety specialist(s) to (1) verify the presence of the health and safety issue after it is identified by the HES-IE or WAP technician, (2) determine the scope of work needed to address the issue(s), (3) ensure weatherization can be completed after the remediation of the issue(s), (4) identify and hire a qualified remediation contractor(s) to perform the remediation work as determined by the health and safety specialist(s), and (5) verify the issue(s) are addressed after barrier mitigation is completed.
- Document health and safety measures completed by barrier type, referral source, and geographic location.
- Other duties and functions in furtherance of program goals as required by DEEP.

*Service Collaboration / Coordination*

- Coordinate with the referring weatherization entity (HES-IE or WAP) and customer(s) to confirm the remediation of barriers and ensure the customer receives weatherization measures.
- Communicate with the remediation contractor and health and safety specialist regarding allowable expenses to ensure all expenses will be approved under Program rules.
- Coordinate with programs, agencies, and other state, local, utility and non-profit organizations that may provide complementary home and energy assistance funding and offerings to avoid duplication.
- Respond to technical inquiries from field subcontractors/specialists and provide guidance in accordance with the rules and regulations of the Program.
- Perform outreach, education, and recruitment activities to ensure customer participation in the Weatherization Barrier Remediation, HES-IE and WAP programs.

*Major Deliverables*

- Ability to begin accepting customer barrier remediation applications and/or referrals from HES-IE and WAP vendors on April 1, 2022.

*Legal Requirements around Compliance with State/Federal Regulation*

- Adherence, as applicable, to all Federal LIHEAP Statutes and Regulations as well as Connecticut LIHEAP rules as defined by DSS.
- Adherence, as applicable, to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200.

*Service Collaboration / Coordination*

- Coordinate with and establish processes with entities such as the Community Action Agencies and the Electric Distribution Companies (Connecticut Light and Power, also known as Eversource, and United Illuminating) who are responsible for managing statewide weatherization work.
- Set up a system that integrates and communicates with the existing Weatherization Assistance Program and utility-funded Home Energy Solutions-Income Eligible (HES-IE) systems and databases in order to facilitate and streamline cross referrals.

**3. Staffing Expectations***Capacity*

- Retain a sufficient number of qualified employees to complete necessary tasks in a timely manner and within the budget.



*Training*

- Track the training and development needs of participating subcontractors to ensure adequate staffing and supply of a diverse, equitable, and skilled workforce.

**4. Data and Technology Expectations***Program Evaluation*

- Track and report monthly to DEEP on internal performance and performance of health and safety specialist(s) and remediation subcontractor(s).
- Track and report monthly to DEEP on demographics of households served to ensure program equity.

*Records / Data Collection / Reporting*

- Ensure remediation subcontractors and health and safety specialists provide clear and accurate invoices in conformance with Conn. Gen. Stat. 3-117 (a) for submission by the Program Operator(s) to DEEP and facilitate payment to these entities for allowable expenses.
- Report monthly to DEEP on health and safety measures completed by barrier type, referral source, and geographic location.
- Track and report monthly to DEEP on expenditures documenting the allocation of ARPA and LIHEAP funds.
- Require and accept client consent before sharing customer information outside of the originating referral resource (i.e., HES-IE vendor, Weatherization Assistance Program).

DEEP shall be responsible for all reporting and communication with DSS, including demographic reporting requirements further described below. DEEP will assist the Program Operator(s) in the coordination between the Program Operator(s) and the weatherization vendors by providing the Program Operator(s) with a contact list. DEEP will assist the Program Operator(s) in the interpretation of the LIHEAP rules and regulations which will guide the Program. DEEP may provide technical assistance surrounding program design, review of subcontractor RFPs, review of subcontractor contracts, and other items as needed during the initial phase of the Program prior to April 1, 2022.

**D. PERFORMANCE MEASURES**

The following performance measures highlight key priorities that will be analyzed with proposers and other stakeholders collaboratively during the life of the contract. The Agency looks forward to working with proposers and other stakeholders to define important performance measures for inclusion in the final contract with the selected Program Operator(s).

- Determine appropriate credentials for remediation subcontractors and health and safety specialists and contract with an adequate number of remediation subcontractors and properly credentialed health and safety specialists sufficient to serve the entire state on an equitable basis and meet the goals of the Program.
- Meet, at a minimum, the remediation goals for the applicable budgeting scenario as described in the Budget Template (Attachment 2).
- For each remediation project using LIHEAP and ARPA funds, do not exceed a \$15,000 average project cost or \$30,000 maximum project cost. LIHEAP expenses may not exceed \$15,000 for any single project and must average no more than \$8,000 across all projects.
- Coordinate with the referring weatherization entity to track additionally leveraged funds through programs including HES-IE and WAP.
- Report on the number of homes that receive weatherization after barrier remediation

- Demonstrate benefits and savings associated with remediation and post-remediation weatherization.
- Ability to scale program to take advantage of full funding available.
- Collect data and report on both customer and vendor satisfaction. Implement appropriate changes when challenges and opportunities for improvement are identified.

Providers/vendors are encouraged to propose additional key metrics in their submissions.

*Note: Specific performance measures may be scaled depending on granted level of funding.*

## E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcome-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, selected Proposers are expected to provide, at a minimum, the information below to DEEP, and DEEP reserves the right to request and collect other key data and metrics from providers/vendors.

- The Program Operator(s) shall provide to DEEP monthly reports which shall detail
  - Number of applicants (including denials) broken down by household characteristics such as income levels and vulnerable population counts (elderly, disabled & young child)
  - Number of households assisted (approvals) including a summary of each completed job and categorized expenses
- DEEP shall have access to a basic shared tracking sheet showing job progress through the various phases, from intake through completion of weatherization measures by a weatherization vendor
- Program Operator shall provide monthly check-ins with DEEP throughout the duration of the Program to discuss any necessary support, assistance with problems, and seek guidance to enhance the service delivery of the Program

## III. PROPOSAL SUBMISSION OVERVIEW

### A. SUBMISSION FORMAT INFORMATION

1. **Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal.

The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

- RFP Name or Number:
  - Legal Name:
  - FEIN:
  - Street Address:
  - Town/City/State/Zip:
  - Contact Person:
  - Title:
  - Phone Number:
  - E-Mail Address:
  - Authorized Official:
  - Title:
  - Signature:
3. **Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.
4. **Executive Summary.** Proposals must include a high-level summary of the main proposal and cost proposal, not exceeding two (2) pages. The summary must also include the organization's eligibility and qualifications to respond to this RFP.
5. **Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
6. **Style Requirements.** This is an electronic submission. Submitted proposals must conform to the following specifications:
- Page Limit: 30 pages
  - Font size: 12 pt.
  - Font Type: Times New Roman
  - Margins: 1"
  - Line Spacing: 1.5
7. **Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
8. **Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection 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).
9. **Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3)

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

## **B. EVALUATION OF PROPOSALS**

- 1. Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for Purchase of Service (POS) and Personal Service Agreement (PSA) procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Proposals will first be reviewed for sufficiency to ensure they contain all necessary information in the proper format. Only proposals that comply with all instructions and requirements described herein will be further evaluated and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Agency Head will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time in the Procurement Schedule; (2) meet the Proposal Format requirements; (3) meet the Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFP, at the discretion of the Agency.
- 4. Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed in parentheses.

### **4.1 Organization, Experience, and Service Delivery (30%)**

- A top scorer in this category meets the Organizational Expectations (described in Section II.C.1), provides a general overview of their organization, and demonstrates program management and implementation experience working with health and safety hazard remediation, energy efficiency, and/or weatherization programs and contractors, ideally statewide or at a large scale.
- A preferred candidate indicates experience and successful performance coordinating and collaborating with other entities efficiently, effectively managing funds, workflows, and requirements from multiple funding sources (especially federal block grants), with a preference for work related to energy efficiency or health and safety hazard remediation in low-income housing programs.
- Preferred candidates will also demonstrate their ability to manage administrative tasks described in the Service Expectations (Section II.C.2) and scale up the program in future years, including their tracking, evaluation, and outreach system.
- A top scorer will also provide at least two (2) references that can speak to the bidder's ability to appropriately manage a budget and deliverables and provide quality customer service.

#### **4.2 Team Qualifications and Cultural Competency (20%)**

- A top scorer in this category demonstrates the ability to meet the Staffing Expectations (described in Section II.C.3) and details extensive expertise and experience of the project team with a demonstrated staff size and capacity to provide services to a diverse client base on an ongoing basis.
- The ability to adapt and adjust its program as necessary to accommodate, at the direction of DEEP, any new state or federal programmatic or regulatory requirements.
- Preference is given to candidates with demonstrable pre-existing relationships with Connecticut contractors required to provide the full Scope of Services described in this RFP. Additional preference is given to candidates with demonstrable pre-existing relationships with contractors who pay prevailing wage.
- Preference is given to organizations with policies requiring or giving preference to women- or minority-owned contractors and experience working with these contractors.
- Preferred candidates also demonstrate clear goals, outcomes, policies and/or procedures related to the provision of culturally and linguistically appropriate services.

#### **4.3 Project Planning, Data Management, and Reporting (30%)**

- A top scorer in this category outlines a plan for meeting program Data and Technology expectations (described in Section II.C.4), including regular and detailed reporting on program expenses, key progress indicators, results, and implementation challenges and solutions regarding barrier remediation and subsequent weatherization.
- Preferred candidates in this category include a regular reporting schedule for providing DEEP with all work orders and reports, data collection practices, and data storage/security policies. Preference will be given to

candidates that clearly state plans for abiding by the Contract Management/Data Reporting expectations in Section II.E.

- Preferred candidates also demonstrate understanding of the project as indicated by a description of each item in the Work Plan (described in Section IV.3.1).

#### **4.4 Budgeting and Cost Competitiveness (20%)**

- A top scorer in this category includes a detailed budget (using the Budget Template provided as Attachment 2) for program operation covering all setup costs, planning services, equipment cost, installation services, operation and maintenance, and all other associated costs.
- Since funding for program administration is limited, the preferred candidate for this position will have the ability to leverage other sources of funding, existing infrastructure and capacity to support this work, and can demonstrate a high likelihood that their proposal will provide the best value compared to other submitted proposals. Preferred candidates must demonstrate financial stability and best practices.

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date will be considered "day one" of the ten (10) days.
- 7. Appeal Process.** Proposers may appeal any aspect the Agency's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Agency Head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

## IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

### A. COVER SHEET

### B. TABLE OF CONTENTS

### C. EXECUTIVE SUMMARY

### D. MAIN PROPOSAL

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

### F. DECLARATION OF CONFIDENTIAL INFORMATION

### G. CONFLICT OF INTEREST - DISCLOSURE STATEMENT

### H. STATEMENT OF ASSURANCES

#### A: COVER SHEET

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

- RFP Name or Number:
- 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

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

#### C: PROPOSER EXECUTIVE SUMMARY

The page limitation for this section is two (2) pages briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent should be selected for the activities highlighted in the Scope of Services (Section II).

## **D: MAIN PROPOSAL SUBMISSION REQUIREMENTS TO SUBMIT A RESPONSIVE PROPOSAL:**

**\*\*\*Please note the maximum total page length for this section is (20) pages.** All appendices and other attachments should be referenced in this section (Section IV.D) and then included in their entirety in Section E. DEEP's Review Committee will not read answers to section IV.D that are longer than (20) pages.

### **4.1 Organization, Experience, and Service Delivery**

#### 4.1.1 Organizational Profile

- a. **Purpose, Mission, Vision, Values:** *A general overview of the organization, including its guiding mission, values, and any relevant overlap with the Organizational Expectations (Section II.C.1).*
- b. **Entity Type / Parent Organization / Years of Operation:** *The organization type (including 501(c)3 status, if applicable), name(s) and descriptions of any parent organization(s), and number of years in operation.*
- c. **Location of Offices / Facilities:** *Addresses of any offices and facilities.*
- d. **Current Range of Services / Clients:** *A description of the range of services currently offered by the organization and a general overview of clients served by the organization, including client types (residential, commercial, etc.), client geographies (with a particular focus on clients served in Connecticut), and client demographics, where available.*
- e. **Relevant Organizational Experience / Qualifications:** *Including experience working with health and safety hazard remediation, energy efficiency, and/or weatherization programs and contractors. Relevant experience also includes demonstrated ability to effectively manage funds (especially federal block grants related to energy efficiency or health and safety hazard remediation in low-income housing).*
- f. **Relevant Accreditation / Certification / Licensure:** *Any accreditations, certifications, or licenses held by the organization or members of the organization that are relevant to the activities described in the Scope of Service Description (Section II.C).*
- g. **Grant Awards / Grant Manager or Client References:** *Please provide at least two (2) grant manager, client, or other applicable references that can speak to any of the bidder's relevant experience listed in 4.1.1.e. Additionally, please list any federal grants over \$100,000 in award that have been managed over the last three years, along with any relevant audit findings for each grant description.*

*Note: In section g) of Organizational Profile, when providing references please prioritize previous grant managers or clients that can speak to the bidder's ability to appropriately manage a budget, deliverables, and quality customer service. Include an email address, phone number, and brief relationship summary for each reference.*

#### 4.1.2 Scope of Services

- a. **Approach to Collaboration with External Partners:** *A description of how the organization plans to collaborate with entities that manage state weatherization work, including the Electric Distribution Companies (United Illuminating and Eversource) and Community Actions Agencies, as well as weatherization and remediation contractors. This section should also include plans for a data management system that can integrate with existing Weatherization Assistance Program and utility-funded Home Energy Solutions-Income Eligible (HES-IE) systems and databases in order to facilitate and streamline cross-referrals.*



- b. **Service Capacity / Delivery Plan / Systems / Processes / Protocols:** *A description of the organization's ability to provide the services described in the Service Expectations (Section II.C.2). This should include a detailed delivery plan describing a process for client intake, identifying and hiring qualified health and safety specialists to develop remediation scopes of work, hiring qualified remediation contractors to execute those scopes of work, coordinating with weatherization contractors to ensure weatherization is completed, and documenting projects. This section should also outline any systems, processes, and protocols for effectively managing funds and workflows and potentially scaling up the program in future years, including their tracking, evaluation, and outreach system.*
- c. **Quality Assurance Protocols:** *A description of internal protocols to ensure quality program delivery and management of funds, including adherence to all Federal LIHEAP Statutes and Regulations as well as Connecticut LIHEAP rules as defined by DSS.*
- d. **Administrative Support:** *A description of the organization's capacity to manage administrative tasks described in the Scope of Service Description (Section II.C), including managing contractor invoices, reporting monthly to DEEP on program activities, tracking and reporting expenditures and fund allocations, and ensuring proper handling of customer information.*

## 4.2 Team Qualifications and Cultural Competency

### 4.2.1 Staffing Plan

- a. **Key Personnel / Managers:** *Listing of key staff sufficient to complete necessary tasks in a timely manner and within the budget.*
- b. **Staffing Levels & Qualifications of Key Personnel:** *Experience and expertise of key staff that demonstrates capacity to provide services to a diverse client base on an ongoing basis.*
- c. **Personnel Organization Chart / Job Descriptions of Key Personnel:** *Listing or chart of key personnel with brief job descriptions.*
- d. **Recruitment, Hiring & Retention Plan:** *Overview of employee and subcontractor recruitment and retention strategies to align with Staffing Expectations (Section II.C.3).*
- e. **Staff Training / Education / Development Plans:** *Including tracking the training and development needs of participating subcontractors to ensure adequate staffing and supply of a diverse, equitable, and skilled workforce.*

*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 Connecticut State Agencies § 46A-68j-30(10).*

### 4.2.2 Subcontractors

- a. **Existing contractor Relationships / Potential Subcontractors:** *Outline existing relationships with WAP and HES-IE vendors and remediation contractors, with particular attention to entities within the state of Connecticut. Include any relevant current practices or policy that gives preference to minority or women owned businesses and supports local contracting and payment of the prevailing wage.*
- b. **Subcontractor Oversight:** *Include how the organization plans to coordinate with subcontractors to ensure allowable expenses are approved under Program rules, responding to technical inquiries from the field, and confirming the successful completion of remediation and weatherization work.*

#### 4.2.3 Cultural Competency

- a. **Language Assistance Services:** *Strategies for the provision of linguistically appropriate services, based on the needs of Connecticut residents.*
- b. **Diverse Hiring and Contracting:** *Including policies requiring or giving preference to women- or minority-owned contractors and experience working with these contractors.*
- c. **Cultural Competence Education and Training:** *Demonstrated goals, outcomes, policies and/or procedures related to the provision of culturally competent services.*

### **4.3 Project Planning, Data Management, and Reporting**

#### 4.3.1 Work Plan

- d. **Start Date:** *Ability to begin accepting customer barrier remediation applications and/or referrals from HES-IE and WAP vendors on April 1, 2022.*
- e. **Timetable / Schedule:** *A schedule for Program implementation, including a regular reporting schedule for providing DEEP with all work orders and reports.*
- f. **Tasks, Deliverables:** *A plan for meeting overall Data and Technology Expectations (Section II.C.4) and requirements related to Contract Management/Data Reporting (Section II.E). This plan should align with the activities described in the Scope of Services (Section II.C.2).*
- g. **Measurable Objectives:** *A plan for tracking and reporting on the metrics described in the Reporting Measures (Section II.D), as well as proposals for any other measurable objectives that may be appropriate.*

#### 4.3.2 Data and Technology

- a. **IT Infrastructure / Project Management Hardware & Software:** *a description of any project management hardware or software that the organization intends to deploy for program delivery.*
- b. **Data Collection / Storage / Reporting:** *including data storage and security policies and data collection practices.*
- c. **Client Privacy Policy / Record Retention:** *including methods for requiring and accepting client consent before sharing customer information outside of the originating referral resource (i.e., HES-IE vendor, Weatherization Assistance Program).*
- d. **Plans for Assessment of Client Satisfaction/ Client Complaint Management:** *including how the organization intends to monitor and address overall client experience participating in the program.*

### **4.4 Budgeting and Cost Competitiveness**

#### 4.4.1 Financial Profile

- e. **Annual Budget and Revenues:** *Include the entity's annual budget and revenues for the past three (3) years.*
- f. **Financial Standing:** *Include a brief narrative demonstrating the entity's financial standing. This narrative may include financial best practices not otherwise discussed in the entity's responses, any taxes owed, liens, or defaulted payments, and anything to demonstrate financial stability.*
- g. **Financial Management Systems / Timekeeping / Accounting and Billing / Third Party Reimbursement:** *Including the names of any software or other programs used and industry best practices that are followed.*

- h. **History of Violations (financial or programming):** *Disclose any pending (currently or in the past five years) or threatened litigation or disputes related to projects developed, owned or managed by Bidder, including any general and limited partners, officers, directors, managers, members, shareholders, and subsidiaries, or any of its affiliates in the United States. Include an explanation of each violation and penalty, with confirmation that your entity is no longer in violation.*

#### 4.4.2 Cost Competitiveness and Budget Narrative

- a. **Narrative / Additional Funding Sources:** *Include a brief narrative to accompany the completed budget template that is provided as Attachment 2 to this document. Specify any additional funding sources that could be leveraged for program administration in your narrative.*
- b. **Line-Item Budget Form:** *Complete at least one tab of the budget template provided as Attachment 2 to this document. The budget template contains three (3) tabs, each pre-filled with a schedule of anticipated revenue disbursements for distinct funding scenarios:*
- i. *Scenario 1: Combined LIHEAP, ARPA, and SEP funding (\$12.3 million over 3 years)*
  - ii. *Scenario 2: ARPA and Pro-Rated SEP funding (~\$6.7 million over 3 years)*
  - iii. *Scenario 3: LIHEAP and Pro-Rated SEP funding (~5.6 million over 3 years)*

## **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.

## **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.

## V. MANDATORY PROVISIONS

### A. STANDARD CONTRACT PROVISIONS

At the time of selection, the proposer will be required to enter into a contract for services consistent with the sample agreement shown in **Attachment 1**.

### B. ASSURANCES

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

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

5. **Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

### C. TERMS AND CONDITIONS

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

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

liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

#### D. RIGHTS RESERVED TO THE STATE

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

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

removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

- 9. Sovereign Immunity.** Nothing in this RFP is to be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the RFP or a contract award.
- 10. Termination of Contract.** Any contract resulting from this RFP may be terminated whenever the Agency makes a written determination that such termination is in the best interests of the state. This includes, but is not limited to, failure of the administrator to meet the performance metrics set forth in the resulting contract.

## E. STATUTORY AND REGULATORY COMPLIANCE

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

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

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

- 4. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_11\\_notice\\_only.pdf](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

### A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ARPA	American Rescue Plan Act of 2021
BFO	Best and Final Offer
CEAP	Connecticut Energy Assistance Program
C.G.S.	Connecticut General Statutes
CT	Connecticut
DAS	Department of Administrative Services (CT)
DEEP	Department of Energy and Environmental Protection (CT)
DSS	Department of Social Services (CT)
FOIA	Freedom of Information Act (CT)
HES-IE	Home Energy Solutions - Income Eligible (CT)
HHS	Department of Health and Human Services (US)
IRS	Internal Revenue Service (US)
LIHEAP	Low Income Home Energy Assistance Program (US)
LOI	Letter of Intent
OAG	Office of the Attorney General

OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States
WAP	Weatherization Assistance Program (US)

**American Rescue Plan Act of 2021 (ARPA):** *The American Rescue Plan Act of 2021 (ARPA) is the sixth federal COVID-19 relief bill passed in the last year, oriented toward transformative, equitable and healthy recovery for the state.*

**Community Action Agency (CAA):** *State and federally designated non-profit organizations receiving federal funding to address the causes and conditions of poverty.*

**The Connecticut Department of Energy and Environmental Protection (DEEP or the Agency):** *The Connecticut Department of Energy and Environmental Protection is also referred to as the designated administrator of Weatherization Barrier Remediation Program of the Connecticut Low-Income Weatherization Assistance Program.*

**Contractor:** *Any organization, company, agency, or other entity that enters into a Purchase of Service (POS) contract with the Agency as a result of this RFP.*

**Grantee:** *The Connecticut Department of Social Services is the grantee of The Low-Income Home Energy Assistance Program (LIHEAP) Block Grant distributed by the U.S. Department of Health and Human Services.*

**Home Energy Solutions-Income Eligible program (HES-IE):** *The Home Energy Solutions-Income Eligible program (HES-IE) is a weatherization program funded by the energy efficiency fund and offered at no-cost to income-qualified renters, homeowners, and property managers.*

**Low Income Home Energy Assistance Program (LIHEAP):** *The Low Income Home Energy Assistance Program (LIHEAP) is a Block Grant distributed by the U.S. Department of Health and Human Services and administered by the Connecticut Department of Social Services primarily through The Connecticut Energy Assistance Program (CEAP).*

**Program Operator:** *The contractor selected competitively through this RFP is the Program Operator for the Weatherization Barrier Remediation Program administered by the Department of Energy and Environmental Protection and is responsible for any subcontractors providing remediation services.*

**Proposer:** *An entity that submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with **Respondent** and **Bidder** throughout the RFP.*

**Qualified Entity:** *Any organization with experience implementing residential energy efficiency, or health and safety repair and remediation programs that has the capacity to abide by all state and federal rules, particularly those regarding the use of grant money.*

**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 Personal Service Agreement (PSA) with the Agency as a result of this RFP.*

***Subgrantee or Administrator:*** *The Department of Energy and Environmental Protection is the subgrantee of the LIHEAP Block Grant and the acting administrator of the Weatherization Barrier Remediation Program.*

***Weatherization Assistance Program (WAP):*** *The Connecticut Low-Income Weatherization Assistance Program is a program located within the Connecticut Department of Energy and Environmental Protection, which utilizes funding from the U.S. Department of Energy's Weatherization Assistance Program for Low-Income Persons.*

**B. STATEMENT OF ASSURANCES**

The Department of Energy and Environmental Protection

The undersigned Respondent affirms and declares that:

**1) General**

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

Legal Name of Organization:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

## C. PROPOSAL CHECKLIST

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

### Key Dates

<b>Procurement Timetable</b>		
The Agency reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	RFP Released	November 10, 2021
2	RFP Conference	November 22, 2021 at 11:00 AM
3	Deadline for Questions	December 1, 2021, by 4:00 PM
4	Answers Released	December 10, 2021
5	Proposals Due	January 4, 2022, by 4:00 PM
6	Proposer Selection	January 2022

### Registration Link for RFP Conference:

[https://ctdeep.zoom.us/meeting/register/tJlpcOigpzwIetOw5S1wIN\\_A67k6MasECnls](https://ctdeep.zoom.us/meeting/register/tJlpcOigpzwIetOw5S1wIN_A67k6MasECnls)

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

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

### Proposal Content Checklist

- Cover Sheet** including required information:
  - RFP Name or Number
  - Legal Name
  - FEIN
  - Street Address
  - Town/City/State/Zip
  - Contact Person
  - Title
  - Phone Number
  - E-Mail Address
  - Authorized Official
  - Title
  - Signature
- Table of Contents**
- Executive Summary:** high-level summary of proposal and cost
- Main proposal body answering all questions with relevant attachments.**  
*Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification.*
- IRS Determination Letter** (for nonprofit proposers)

- Proposed budget**, including completed Budget Template (Attachment 2) with narrative and cost schedules for planned subcontractors if applicable.
- Conflict of Interest Disclosure Statement**
- Statement of Assurances**

**Formatting Checklist**

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