

September 18, 2023

Connecticut Clean Energy & Connectivity Incentives Calculator

REVISED NOTICE OF OPPORTUNITY FOR WRITTEN COMMENTS

Original notice was issued September 7, 2023

DEEP is extending the deadline for written comments to October 2, 2023

The Department of Energy and Environmental Protection (DEEP) has drafted a Request for Proposals (RFP) for companies to develop the Connecticut Clean Energy & Connectivity Incentives Calculator. This online tool will showcase state, federal, and municipal incentives supporting deployment of clean energy, energy efficiency, demand response capabilities, and internet connectivity. The draft RFP can be found <a href="https://example.com/here/bea/bases/bas

The RFP is in draft form and is being issued for public comment. DEEP is not accepting proposals at this time. Parties submitting proposals prematurely may be disqualified when the final RFP is issued.

WRITTEN COMMENTS

By way of this Notice, DEEP is providing an opportunity for interested persons to submit written comments on the draft RFP for the Connecticut Clean Energy & Connectivity Incentives Calculator. The agency especially invites responses to the **questions listed below**.

Written comments may be filed on or before October 2, 2023, by 4:00 p.m. Written comments can be e-mailed to DEEP.EnergyBureau@ct.gov or sent via U.S. Mail to DEEP Bureau of Energy and Technology Policy, 10 Franklin Square, New Britain, CT 06051, ATTN CLEAN ENERGY CALCULATOR. The agency will accept only written comments regarding the draft RFP. All comments and materials submitted by stakeholders in this proceeding will be posted on the DEEP website. There will be no opportunity for verbal comments. Nonpublic comments regarding the draft RFP will not be accepted by DEEP, nor will the agency respond to any attempt at verbal comments or private discussions regarding the draft RFP. Any questions may be directed to Jeff Howard, DEEP Bureau of Energy and Technology Policy, at Jeff.L.Howard@ct.gov.

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 Jeff Howard at Jeff.L.Howard@ct.gov if you are seeking a communication aid or service, have limited proficiency in English, or require some



An Affirmative Action/Equal Opportunity Employer







other accommodation. If you wish to file an ADA or Title VI discrimination complaint, you may submit your complaint to DEEP Office of Diversity and Equity at (860) 418-5910 or via email at deep.accommodations@ct.gov. In order to facilitate efforts to provide an accommodation, please request all accommodations as soon as possible following notice of any agency hearing, meeting, program, or event.

DEEP invites responses to the following questions:

- 1. Should DEEP include any additional core tool functions or features as part of this RFP's scope of work?
- 2. The draft RFP currently requires that "All aspects of the tool and its underlying code must be developed in a fashion that allows maintenance and refinement of the tool, after the initial development period, to be freely, readily, and effectively performed by any responsible entity of the Agency's choosing." Are there other requirements or preferences that DEEP should incorporate into this RFP to ensure that competition among firms for the long-term maintenance contract of this tool is possible?
- 3. DEEP wants this tool to be as accessible as possible for a wide variety of audiences. However, building out accessibility characteristics (e.g., offering the tool in multiple languages, optimizing mobile device viewing, etc.) will increase the tool's development timeline. Should DEEP permit a developer to launch a beta version of the tool that does not yet have all accessibility characteristics completed? Would it be acceptable to phase in accessibility characteristics over a specified period?
- 4. The draft RFP currently lists key tool audiences as including the following communities:
 - Connecticut residents
 - Low-income residents

Are there other key audiences, or audience subcategories, that the RFP should explicitly include for feedback and/or tool testing?

- 5. How could DEEP make the RFP clearer?
- 6. Are the proposed evaluation criteria and percentage allocations appropriate?
- 7. The draft RFP allows respondents to propose an outreach/marketing campaign. Should DEEP outline specific requirements for such a campaign?
- 8. Given the functions the tool is intended to perform, is it reasonable to call it a "calculator"? Do you have an alternative suggestion?
- 9. Three years down the road, what would signal that the Connecticut Clean Energy & Connectivity Incentives Calculator has succeeded? What would signal that it has not?

STATE OF CONNECTICUT PROCUREMENT NOTICE - DRAFT for COMMENT

DEEP is issuing this draft RFP as an RFI for public comment.
Please see the accompanying public notice for instructions on how to submit feedback.



Request for Proposals (RFP)

Items flagged in [square brackets] and highlighted in yellow are intentionally incomplete at this time.

Connecticut Clean Energy & Connectivity Incentives Calculator

Issued By:

No proposals are being accepted at this time. A party submitting a proposal prematurely may be disqualified. The Department of Energy and Environmental Protection (DEEP or the Agency)

[insert Month Day, Year]

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

(https://portal.ct.gov/DAS/CTSource/BidBoard) or from the Agency's Official Contact:

Name: Katrina Vallet

Address: 10 Franklin Square, New Britain, CT 06051

Phone: (860) 827-2668

E-Mail: Katrina.Vallett@ct.gov

The RFP is also available on the Agency's website at [Insert URL].

[Insert registration info for bidder's conference]

RESPONSES MUST BE RECEIVED NO LATER THAN

[Insert Month Day, Year]

[Insert Time EST]

The Department of Energy and Environmental Protection (DEEP) 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.** Connecticut Clean Energy & Connectivity Incentives Calculator RFP. Number [TBD]
- **2. RFP Summary.** The Connecticut Department of Energy & Environmental Protection (DEEP) will use the results of this RFP to select a qualified company (or companies) to develop and maintain an online tool for state, federal, and municipal energy-related incentives.
- 3. RFP Purpose. DEEP will use the results of this RFP to select one or more qualified companies to create an online tool that showcases state, federal, and municipal incentives supporting deployment of clean energy, energy efficiency, demand response capabilities, and Internet connectivity. The company(ies) 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 the most qualified company(ies) for an initial term of 3 years, with the option, at DEEP's discretion, to extend the contract(s) for an additional period commensurate with exemplary service as determined though periodic service evaluations. Funding for all awards and future annual budget periods after year one is contingent upon availability of funds contributed by the project partners.

4. Commodity Codes.

The services that the Agency wishes to procure through this RFP are as follows:

93000000	Politics and Civic Affairs Services
86000000	Education and Training Services
80000000	Management and Business Professionals and Administrative Services
83000000	Public Utilities and Public Sector Related Services
80000000	Mngmnt and Business Professionals and Administrative Serv.
81000000	Engineering and Research and Technology Based Services
77000000	Environmental Services
43000000	Information Technology Broadcasting and Telecommunications

B. INSTRUCTIONS

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

Name: Katrina Vallet

Address: 10 Franklin Square, New Britain, CT 06051

Phone: (860) 827-2668 E-Mail: Katrina.Vallett@ct.gov

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

- 2. Registering with State Contracting Portal. Respondents must register with the State of CT contracting portal at https://portal.ct.gov/DAS/CTSource/Registration if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
 - Secretary of State recognition Click on appropriate response
 - Non-profit status, if applicable
 - Notification to Bidders, Parts I-V
 - Campaign Contribution Certification (OPM Ethics Form 1): https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms
- **3. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the State Contracting Portal (go to CTsource bid board, filter by "Connecticut Department of Energy and Environmental Protection"). [Note: RFP has not been posted at this time.]

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. The Agency may amend the schedule as needed. Any change to the dates below 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: [D Day]
RFP Conference: [D day] + 7
Deadline for Questions: [D day] + 14
Answers Released: [D day] + 28
Proposals Due: [D Day] + 58

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:

• Number of Awards: Preference for one award, maximum of 3 awards

Contract Cost: Confidential

Contract Term: 3 years with potential extension option at DEEP's discretion

- **6. Eligibility.** Any 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, a proposer must have the following minimum qualifications:

Documented experience developing successful web tools of similar scope and complexity for public- or private-sector clients. Documentation must include contact information for references who can describe: the developer's role; client's experience working with the developer; problems encountered in development and how the developer handled these problems; and degree of success the developer's products have attained.

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

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

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

[LINK FOR VIRTUAL CONFERENCE TO BE INSERTED 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 <u>received</u> 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 one (1) conforming electronic copy of the original proposal.
- Be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.
- Be emailed to the official agency contact for this procurement. The subject line of the email
 must read: CT Clean Energy & Connectivity Incentives Calculator RFP. 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 no additional IT
 limitations from the provider side.
- **12. Multiple Proposals.** The submission of multiple proposals is an option for this procurement.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

A. AGENCY OVERVIEW

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

DEEP's Bureau of Energy and Technology Policy, which will serve as the Client for the project covered in this RFP, manages energy, telecommunication, and broadband policy issues and program deployment for DEEP with the goal of establishing a clean, economical, resilient, and reliable energy and technology future for all residents.

Organizations expected to serve as members of the project's Advisory Committee include:



B. SERVICE OVERVIEW

- 1. Purpose of Tool. The purpose of the Connecticut Clean Energy & Connectivity Incentives Calculator (Calculator or Tool) is to provide a customer-centric, one-stop-shop, online access point for information on financial incentives available through state, federal, and municipal programs that support physical asset improvements in Connecticut via:
 - residential weatherization and energy-efficiency improvements and services;
 - installation of residential clean-energy technologies such as clean heating and cooling equipment, solar photovoltaic equipment, energy storage equipment, and electric vehicle charging equipment;
 - residential health and safety barrier remediation services;
 - Internet/broadband connectivity; and
 - purchase of electric vehicles, hybrid electric vehicles, fuel cell vehicles, and e-bikes.

Within this RFP, *incentives* means discounts, rebates, tax credits, and other financial inducements, including low-interest financing; and *residential* includes both single- and multifamily housing units.

Initially the focus of the Tool will be access to and information about current state, municipal, and federal incentives. However, the Tool also must have the capability to incorporate: (a) pending federal discounts and rebates as they become available in CT; (b) additional incentives offered by Connecticut municipalities; and (c) other state, federal, and local incentives that may be identified or become available in the future.

2. Core functions of Tool.

- Collections of user inputs;
- Presentation of typical range of acquisition/installation costs and energy/cost savings, where applicable;
- Identification of optimal package of incentives;
- Presentation of links to portals for applicable incentives/rebates and financing options and/or, when appropriate, direct links to fillable application forms and guidance materials on affordability and financing options;
- Presentation of links to web pages for consumer guidance;

- Presentation of suggestions for next steps (e.g., for heat pumps: energy efficiency audit, Heat Pump Consultation service); and
- Presentation of appropriate caveats regarding: limited accuracy of inputs, calculations, outputs; need for contractor/provider consultations on all measures (esp. HVAC and solar PV); barriers to weatherization, etc.

C. SCOPE OF SERVICES DESCRIPTION

 Organizational Expectations. Web development company located anywhere in the United States.

2. Service Expectations.

A. Primary Components of Requested Service

Core functions of Tool

- The specific architecture outlined here is intended as suggestive rather than definitive. The final elements and their arrangement will be coordinated with the Client and Advisory Committee, who expect to draw heavily on the contractor's expertise and key audience feedback.
- Collection of user inputs:
 - Initial user options:
 - Providing appropriate guidance, prompt user to choose between one of two pathways:
 - Path A Provide no personal data inputs, in which case the Tool will provide generic information on available incentives; or
 - Path B Provide a limited number of personal data points, in which case the Tool will provide more granular and tailored information on available incentives.
 - Basic user inputs:
 - Path A Technology categories in which the user is interested (e.g., solar, EVs, heating & cooling equipment, weatherization, efficiency, connectivity – with guidance info on each); existing building vs. new construction.
 - Path B Technology categories in which the user is interested; existing building vs. new construction; household address; property ownership; and optional, nested inputs necessary to ascertain user's eligibility for incentives that involve income qualification (with note about eligibility thresholds for the various programs and guidance on value of users exploring their eligibility), namely: approximate household income; number of individuals in household; and social services the household receives.
 - Additional developer responsibilities regarding user inputs:
 - Provide recommendations and facilitate meetings with Client and Advisory Committee regarding inputs and how these should be structured;
 - Provide Client and Advisory Committee with guidance on compliance with state and federal laws and best practices regarding privacy and data sharing;

- Conduct user input interface testing with core tool audiences (e.g., residential customers and contractors); and
- Refine the input structure in conjunction with the Client and Advisory Committee.
- Presentation of typical range of acquisition/installation costs and energy/cost savings:
 - Show "typical costs" based on user input and program installation data;
 - When possible, provide supplemental links to calculators that can provide more accurate/nuanced cost estimates (e.g., Clean Heating & Cooling Calculator); and
 - Provide information to help users compare operating/maintenance costs and energy usage with those of conventional technologies (e.g., vehicles with internal combustion engines).
- o Identification and presentation of **optimal package of state/utility incentives:**
 - Identify applicable state and municipal incentives based on initial information provided by the Client in spreadsheet format;
 - Initial spreadsheet to be provided by Client. Proposal should include reviewing/vetting of the spreadsheet and proposed responsibilities for ongoing maintenance of incentive data;
 - Identify applicable federal incentives based on federal web pages and DOE's Inflation Reduction Act (IRA) application programming interface (API) and other tools, which will track "reservations" for rebates and potentially perform other functions; and
 - Apply logic, based on how incentives can be combined, to determine and present optimal stack as well as other potential stacks the user may wish to consider.
- Presentation of links to portals for applicable incentives and financing options and/or, when appropriate, direct links to fillable application forms, as well as guidance materials on affordability and financing options. Client and Advisory Committee to help compile and vet these links.
- Presentation of links to web pages for consumer guidance: Provide links to guidance on topics such as: technology overviews; benefits; making the switch; finding a contractor/retailer; preparing for installation; questions to ask installer; getting the most from your new system (example). Client and Advisory Committee to help compile and vet links;
- Provide links to public and private concierge programs that provide guidance on incentives, technologies, installers, and use of the technologies.
- Presentation of graphic elements and/or easily digestible text factoids illustrating key buildingscience concepts (e.g., how insulation works).
- Presentation of suggestions for next steps (e.g., for heat pumps: receiving an energy audit, Heat Pump Consultation service, multiple quotes). Client and Advisory Committee to help compile this quidance.
 - Low-income users will be directed to various energy-assistance services (e.g., Operation Fuel) as appropriate.
- Presentation of appropriate caveats throughout the Tool regarding: limited accuracy of inputs, calculations, outputs; need for contractor/provider consultations on all measures (esp. HVAC and solar PV); barriers to weatherization, etc. Client and Advisory Committee to help develop and organize this information.

- Provision of opportunity for user to revise settings:
 - Reiterate user's earlier selection of Path A or Path B; and
 - Provide opportunity for user to change these settings, with appropriate guidance on the value of Path B.
- Provision of additional options for user selecting Path B:
 - Provide option to submit e-mail address and invite subsequent contact from any of the following: DEEP, Connecticut Green Bank, lenders working with Connecticut Green Bank, lenders working with Energize CT, Home Energy Solutions vendors, Energize CT Heat Pump Consultation service, Energize CT program administrators, municipal government, private energy-efficiency "concierge" services, contractor(s), other HVAC contractors;
 - Proposal must address provisions for automatically alerting the selected programs and services to respond to user;
 - Provide option for email notification when incentives change or new incentives are introduced;
 - Proposal must address provisions for maintaining this data and managing subsequent distribution of alerts; and
 - Provide option to save inputs and outputs for future tool session.
- A proposal must include a proposed process through which any new information or links would be vetted by the Client and/or appropriate program administrator(s) prior to being added to or posted on the tool.
- A proposal must also provide graphic design services and ADA accessibility experience to ensure the tool's branding, appearance, and functionality aligns with state and federal laws as well as Client, advisory committee, and key audience preferences.

Additional Required Tool features:

- Present information on environmental and social benefits of each technology.
- Present flags/behavioral nudges throughout tool as appropriate (e.g., for HVAC, emphasize importance of weatherization);
- Provide output on-screen and in downloadable PDF format;
- Provide all text in multiple languages (at least Spanish; preference for others as well: Portuguese, Polish, Italian, Chinese, French);
- Optimization for desktop computers as well as mobile phones;
- Enable on-going user feedback on Tool via a comment box;
- Enable expandability/modularity to readily facilitate additional content areas/programs in the future, including, but not limited to, energy assistance, low-income discount utility rates, municipal energy incentives, new state/federal incentives, and incentives for commercial properties; and
- Specific functionality for Client and Advisory Committee:
 - Live access to global summaries of anonymous data on user demographics (including income eligibility), tool use, tool inputs, tool outputs, and relationships between these; and.
 - Live access to routine web analytics.

Potential additional functions of Tool:

The functions described below are of interest to DEEP but may not be selected for the final tool depending on factors such as cost and time.

- o **Storage of session data** to allow users to resume session subsequently (optional for users).
 - Proposal should address need to address and account for any limitations under Connecticut's Consumer Data Privacy Act, C.G.S. Sec. 42-515 et seq., and make the tool compatible with best practices for data storage.
- Confirmation of eligibility for income-qualified measures via automated interaction with a yetto-be determined income verification process.
- Automated interaction with other incentives tools and databases (federal, non-governmental organization [NGO], state) to: (a) prepopulate input fields for user convenience; (b) improve the accuracy of inputs; (c) reduce the need to direct users away from the CT Clean Energy & Connectivity Incentives Calculator to obtain necessary data for inputs; and/or (d) make it possible to improve the sophistication of calculations or results. Potential data sets include:
 - U.S. DOE's forthcoming "reservation" system for federal incentives;
 - Home Energy Score or Home Energy Solutions audit information;
 - Municipal grand list data;
 - HELIX data; and
 - MyHeat (if approved by Public Utilities Regulatory Authority)

Proposal must address potential purchase of data sets, identify which data sets would be appropriate, and address how they could be integrated.

- User option to engage in co-access with contractors, community action agencies, and/or public and private concierge programs and navigator services. User selection of this option would allow designated third parties to remotely help user access the Tool in real time and/or access the Tool as user's proxy.
- Output of aggregated anonymous data at municipal scale for municipal officials and municipal energy task forces.
- User incentives to promote the Tool on social media, etc.
- B. Major Deliverables for expected three (3) year contract A proposal must include a phased timeline that incorporates the following:
 - Initial simple Tool to be delivered in Q1 2024. Parameters to be determined in collaboration with Client and Advisory Committee.
 - Refined Tool in 2024 that performs all Core Functions and Required Features outlined in section II.C.2.A.
 - User testing early and then strategically, including in-depth attention to design of user "journey," focusing on factors such as: reading level; flow of elements; number of minutes required to work through each "path"; information access vs. information provision within tool.
 - Proposal must outline a plan for research on best practices, robust user testing, and consultation with Client and Advisory Committee regarding optimal design.

- Biweekly virtual check ins with the Client and the advisory committee and quarterly virtual public presentations during at least the first year of the contract. Check-in frequency may vary with development phase after the first year.
- Periodic revision of tool on basis of user testing, user feedback, and collaboration with Client and Advisory Committee.
- Routine updates of tool as incentives change.
- Development and deployment of strategy, in collaboration with the Client and Advisory Committee, to drive public awareness of and ongoing use of the Tool. Expectation is that the strategy will involve a social media campaign and appropriate branding of the Tool.
- Long-term maintenance of Tool.
- At Client's discretion, option to develop more sophisticated Tool with additional functions in 2024 or 2025 (likely based on Potential additional tool functions described above).

C. Location of Offices / Facilities

Anywhere in the United States, with the ability to attend virtual meetings.

D. Hours of Operation

Must be able to support work during normal business hours in Connecticut (e.g., 8:00 AM to 5:00 PM ET).

E. Target User Population

Residents of Connecticut, with special emphasis on making the tool accessible and useful to low-income residents.

F. Culturally Competent Services

The Tool needs to be sensitive to social differences and expectations across income levels and ethnic backgrounds.

G. Service Collaboration / Coordination

- Client is DEEP Bureau of Energy and Technology Policy.
- Advisory Committee consists of representatives of organizations that contribute funding, in consultation with other stakeholders, including environmental justice groups.
- Additional stakeholder engagement: The selected firm(s) will be expected to participate in public meetings to showcase and discuss progress in developing the tool. In addition, the firm(s) will be required to proactively solicit feedback from key audiences during appropriate stages of tool development. Key audiences will include (but will not be limited to) low-income households, energy efficiency and electrification contractors, and program administrators.

3. Staffing Expectations.

- A proposal must include a staffing organizational chart with titles and task responsibilities.
 Resumes must be included in the submission. Any subcontractors must be identified in an organizational chart and their resumes must also be included in a proposal submission.
- The proposed workplan must include project management staff time to attend biweekly meetings with DEEP and the Advisory Committee as well as quarterly public presentations/updates, at least for the period until deliver of the Refined Tool that performs all core functions.

4. Data and Technology Expectations.

- Software and other technology developed for the Connecticut Clean Energy & Connectivity Incentives Calculator will be the property of the Connecticut Department of Energy and Environmental Protection. All aspects of the tool and its underlying code must be developed in a fashion that allows maintenance and refinement of the tool, after the initial development period, to be freely, readily, and effectively performed by any responsible entity of the Agency's choosing.
- The developer will be prohibited from selling user input data or otherwise making it available for commercial use unless explicitly authorized by the Client.
- The proposal should address the need to address and account for any limitations under Connecticut's Consumer Data Privacy Act, C.G.S. Sec. 42-515 et seq., and make the tool compatible with best practices for data storage.
- The proposal should state a commitment that the Tool will be available and functioning normally at least 99.5% of the time for any rolling thirty (30) day period, excluding scheduled maintenance or platform upgrades, provided such maintenance takes place no more frequently than once per month, for not more than two (2) hours a month, at an offpeak time, and the developer notifies DEEP in writing at least fifteen (15) days in advance of such maintenance.
- The proposal should disclose any third-party hosting provider(s) and terms and service level agreements associated with the agreement between the parties.

5. Financial Expectations. The proposal must:

- Provide evidence that the firm and any subcontractors are financially stable.
- Affirm that the firm and any subcontractors have not been formally found to have engaged in financial impropriety and are not in violation of state and federal law.
- Provide evidence that the firm and any subcontractors maintain, at a minimum, professional liability insurance.

6. Budget Expectations.

- Core Functions of Tool and Additional Required Tool Features as outlined in section II.C.2.A
 (total cost) This total cost must include robust user testing and feedback during tool
 development.
- Potential Additional Functions as outlined in section II.C.2.A (cost per function) *Costs per function must include proposed user testing approaches.*
- Long-term maintenance of tool (total annual hosting cost and hourly rate[s] by staff level with estimated annual hours per staff level)
- Additional related tasks and technical assistance (hourly rate[s] with estimated total hours per task unit):
 - Hosting and facilitating biweekly meetings with Client and/or Advisory Committee (task unit: one hour-long meeting)
 - Presenting at quarterly public meetings (task unit: one, 30-minute presentation plus Q&A)
 - Tool awareness & outreach campaign (task unit: full strategy design and implementation)

D. PERFORMANCE MEASURES

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

- Monthly and quarterly progress reports;
- Adherence to deadlines and timelines;
- Adherence to proposed budget; and
- Key audience feedback on the Tool.

E. CONTRACT MANAGEMENT/DATA REPORTING

DEEP will hold regular meetings with the selected respondent(s) during the contract term to track progress and assist as needed.

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.

III. PROPOSAL SUBMISSION OVERVIEW

A. SUBMISSION FORMAT INFORMATION

- 1. Required Outline. All proposals must follow the required outline presented in Section IV Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
- 2. Cover Sheet. The Cover Sheet is Page 1 of the proposal. The proposer must develop a Cover Sheet that includes the information below. Legal Name is defined as the name of the provider, vendor, CT State agency, or municipality submitting the proposal. Contact Person is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. Authorized Official is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
 - RFP Name or Number:
 - Legal Name:
 - FEIN:
 - Street Address:
 - Town/City/State/Zip:
 - Contact Person:
 - Title:
 - Phone Number:

- E-Mail Address:
- Authorized Official:
- Title:
- Signature:
- **3. Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.
- **4. Executive Summary.** Proposals must include a high-level summary, not exceeding 2 pages, of the main proposal. The summary must also include a summary of 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: 50Font Size: 12 pt.

Font Type: Times New Roman

Margins: 1"Line Spacing: 1.0

- **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 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 POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee. The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Agency Head will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
- **3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFP.
- **4. Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals.

Evaluation category	Evaluation criteria	%	What would a top score look like?
Scope of services and Work Plan [55%]	Service Capacity / Delivery Plan / Systems / Processes / Protocols	TBD	Respondent provides a detailed, achievable plan to meet or exceed all Service Expectations and complete major deliverables on time and on budget. Respondent has workflow and timeline management processes that take into account Client and Advisory Committee feedback and review as well as robust user testing data.
	Collaboration and Outreach Approach	TBD	Respondent presents a practical, yet robust plan to incorporate feedback from DEEP, the Advisory Committee, and other stakeholders, and from user testing.

			Respondent describes how they will significantly increase awareness and use of the tool. Respondent is widely available to meet
			with DEEP and the Advisory Committee when needed.
	Timetable/Schedule	TBD	Proposed timeline meets the desired dates in this RFP or proposes an alternative, practical, timeline that achieves the goals of the Client.
	Measurable Objectives	TBD	Responded provides a detailed, achievable plan for tracking, reporting, and meeting Performance Metrics goals. Preference to additional metrics provided.
	Quality Assurance Protocols	TBD	Respondent describes robust QA procedures and demonstrates how they will be successfully applied to the Service Expectations.
	Administrative Support	TBD	Respondent demonstrates sufficient administrative support to manage invoicing and reporting.
	Key Personnel / Managers and Qualifications	TBD	Respondent has sufficient staff and staff expertise to complete project. Resumes and organizational chart demonstrate in-depth experience with and capabilities to development of similar tools and calculators.
Staffing plan and relevant expertise [15%]	Recruitment, Hiring, Retention, & DEI	TBD	Respondent shows the ability to maintain sufficient staffing levels throughout the duration of the contract. Respondent provides confirmation of commitment to affirmative action and DEI.
	Staff Training / Education / Development	TBD	Respondent describes plan to train staff so that they are able to meet the needs of the RFP.
Budget [30%]	Core Functions of Tool and Additional Required Tool Features – total cost	TBD	Lowest price will receive total points for this category. Other prices shall receive a percentage of available points. The percentage will be calculated as lowest proposal price divided by proposal's price.
244561 [2079]	Potential Additional Functions - cost per function	TBD	Lowest total additional function price will receive total points for this category. Other prices shall receive a percentage of available points. The percentage will be calculated as lowest total additional

		function price proposal divided by proposal's total additional function price.
Tool Maintenance Costs – hosting costs + hourly work per year	TBD	Lowest total price will receive total points for this category. Other prices shall receive a percentage of available points. The percentage will be calculated as lowest tool maintenance price proposal divided by proposal's tool maintenance price.
Additional Related Tasks and Technical Assistance – total cost – sum of all task unit prices	TBD	Lowest total price for this budget category will receive total points for this category. Other prices shall receive a percentage of available points. The percentage will be calculated as lowest total additional function price divided by proposal's total additional function price.

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 names of the three top ranking proposers 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. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
- **6. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Any staff/resources referenced in the applicant's response will be required to be allocated to DEEP via contract.

IV. 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. Executive Summary

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

D. Main Proposal Submission Requirements to Submit a Responsive Proposal

***Please note the maximum total length for this section is 20 pages (all appendices and other attachments should be referred to in section D and then placed in section E). The Agency Review Committee will not read answers longer than 20 pages in this section.

D.1 Organizational Profile

a. **Purpose, Mission, Vision, Values:** A general overview of the organization, including its quiding mission, values, and any information deemed relevant.

- b. **Entity Type / Parent Organization / Years of Operation:** The organization type (including 501(c)3 status, if applicable), names(s) and descriptions of any parent organization(s), and number of years in operation.
- c. **Location of Offices / Facilities / Work Hours:** Address of any offices and facilities, normal work hours and ability to work during normal CT work hours.
- d. **Current Range of Services / Clients:** A description of the range of services currently offered by the organization and a general overview of organizations served by the organization, including client types (governmental, commercial, etc.), client geographies (with a particular focus on clients served in CT), and client demographics, where applicable.
- e. **Relevant Experience / Qualifications:** Including experience with design and development of web tools of comparable scope and complexity. Relevant experience also includes demonstrated ability to meet timelines and stay within budget.
- f. Accreditation / Certification / Licensure: Any accreditations, certifications, or licensures held by the organization or members of the organization that are relevant to the activities described in the Service Expectation. Actual certificates may be included in an appendix/attachment to the proposal.
- g. **References:** Please provide at least three (3) references.

D.2 Scope of Services and Work Plan

- a. **Service Capacity / Delivery Plan / Systems / Processes / Protocols:** A description of the organization's ability to provide the services described in the Service Expectations. This section should also outline any systems, processes, and protocols for effectively managing workflow, budget, and timelines.
- b. **Collaboration and Outreach Approach:** A description of how the organization plans to collaborate with DEEP and the Project Team, in addition to the tool advisory committee. A stakeholder outreach plan and beta testing plan should be included.
- c. **Timetable / Schedule:** A schedule for design and analysis work, including a regular reporting schedule for providing DEEP and the Project Team with all work and reports. Ability to begin work upon project execution.
- d. **Measurable Objectives:** A plan for tracking and reporting on the metrics described in the Performance Measures, as well as proposals for any other measurable objective that may be appropriate.
- e. **Quality Assurance Protocols:** A description of internal protocols to ensure quality analysis, development, and project delivery.
- f. **Administrative Support**: A description of the organization's capacity to manage administrative tasks described in the Service Expectations, including managing invoices, reporting monthly to DEEP.
- g. **IT Infrastructure / Project Management Hardware & Software:** A description of any project management hardware or software that the organization intends to use for project delivery.
- h. **Design and Analysis Software:** A description of the software the organization has experience using for the design, development, and management of an online tool.
- i. **Data Collection / Management / Storage / Reporting:** *Including data storage and security policies and data collection practices.*
- j. **Privacy Policy / Record Retention:** *Including methods for requiring and accepting consent before sharing customer information outside of the originating resource.*

D.3 Staffing Plan

- a. **Key Personnel / Managers and Qualifications:** Listing of key staff sufficient to complete necessary tasks in a timely manner and within the budget. Experience and expertise of key staff that demonstrates capacity to provide services on an ongoing basis.
- b. **Personnel Organization Chart / Job Descriptions of Key Personnel:** *Listing or chart of key personnel with brief job descriptions.*
- c. **Recruitment, Hiring & Retention Plan:** Overview of employee and subcontractor recruitment and retention strategies to align with Staffing Expectations.
- d. **Staff Training / Education / Development:** *Including tracking the training and development needs of participating subcontractors to ensure adequate staffing and a supply of a diverse, equitable, and skilled workforce.*
- e. **Existing Contractor Relationships / Potential Subcontractors:** Outline existing relationships with vendors and contractors, with particular attention to entities within the State of Connecticut. Include any relevant current practices or policies that give preference to minority or women-owned businesses and supports local contracting.
- f. Services To Be Provided by Subcontractors

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), as well as the proposer's commitment to diversity, equity, and inclusion (DEI) in staffing and customer service.

D. 4 Financial Profile

D.5 Cost Competitiveness and Budget Narrative

E. Attachments

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

- a. Résumés of Key Personnel
- b. Supplemental relevant documentation demonstrating Respondent's abilities and relevant experience (optional)
- c. Training certificates, certifications, credentials, licenses
- d. Insurance documentation and/or plan for obtaining required insurance(s) prior to contract execution
- e. Annual Budget and Revenues (from the past 3 years)
- f. Financial Standing Narrative
- g. Financial Management Systems
- h. Revenue Generation / Billing / Third Party Reimbursement
- i. History of Violations (financial or programing)

F. Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that

would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G. Conflict of Interest - Disclosure Statement

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

H. Statement of Assurances

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

V. MANDATORY PROVISIONS

A. STANDARD CONTRACT PROVISIONS

At the time of selection, the proposer will be required to enter into a contract for services containing the State Standard Terms and Conditions and applicable federal terms.

B. ASSURANCES

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

1. Collusion. The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

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

C. TERMS AND CONDITIONS

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

- 1. Equal Opportunity and Affirmative Action. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- **2. Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- **3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- **4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- **5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
- **6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a

proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.

- 7. Presentation of Supporting Evidence. If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.
- 8. RFP Is Not an Offer. Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

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

- **1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
- 2. Amending or Canceling RFP. The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- **3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
- **4. Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- **5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- **6. Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract

with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.

- 7. Clerical Errors in Award. The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the proposer.
- **8. Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.
- **9. Sovereign Immunity.** Nothing in this RFP is to be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the RFP or a contract award.
- **10. Termination of Contract.** Any contract resulting from this RFP may be terminated whenever the Agency makes a written determination that such determination is in the best interests of the State. This includes, but is not limited to, failure of the administrator to meet the performance metrics set forth in the resulting contract.

E. STATUTORY AND REGULATORY COMPLIANCE

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

- 1. Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do

not enter into contracts with organizations or businesses that discriminate against protected class persons.

- 3. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
- 4. Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
- **5. Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

- 6. Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.
- 7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with written representation in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasipublic 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

Application Programming Interface
Best and Final Offer
Comprehensive General Liability insurance
Connecticut General Statutes
Commission on Human Rights and Opportunity (CT)
Connecticut
Department of Administrative Services (CT)
Department of Energy and Environmental Protection (CT)
Freedom of Information Act (CT)
Inflation Reduction Act
Internal Revenue Service (US)
Letter of Intent
Non-Governmental Organization
Office of the Attorney General

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

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

B. STATEMENT OF ASSURANCES

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 of any official of the organization nor any subcontractor the Respondent of any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Respondent of any official of the organization nor any subcontractor to the Respondent of 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 proposers to use.** It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates

Procurement Timetable					
	The Agency reserves the right to modify these dates at its sole discretion.				
Item	Action	Date			
1	[TBD]	[TBD]			
2					
3					
4					
5					
6					

Registration Link for Pre-bid Conference:

[Link to be inserted]

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

Pro	posal Conte	ent Checklist				
	Cover Sheet including required information:					
	0	RFP Name or Number				
	0	Legal Name				
	0	FEIN				
	0	Street Address				
	0	Town/City/State/Zip				
	0	Contact Person				
	0	Title				
	0	Phone Number				
	0	E-Mail Address				
	0	Authorized Official				
	0	Title				
	0	Signature				
	Table of Co	entents				
	Executive S	lummary : high-level summary of proposal and cost				
	Main propo	osal 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 prop	osal or requires additional attachments for clarification. Additional attachments may				
	include (b	ullets below are examples only):				
	0	Staffing plan with FTE status				
	0	Agency and program organizational chart detailing reporting structure				
	0	Staff resumes and applicable licensures				
	0	Work plan describing organization's efforts, progress, or plans to diversify workforce				
	0	Detailed plan on cultural competence and humility in service delivery				
	0	Memoranda of Agreement/Understanding with service partners				
	0	Written financial policies and procedures				
	IRS Determ	nination Letter (for nonprofit proposers)				
		of most recent annual audited financial statements; OR any financial statements				
		Certified Public Accountant for proposers whose organizations have been incorporated				
	less than tw					
		budget, including budget narrative and cost schedules for planned subcontractors if				
	applicable.	p				
		Interest Disclosure Statement				
		of Assurances				
For	matting Che	ecklist				
		osal formatted to fit 8 ½ x 11 (letter-sized) paper?				
		body of the proposal within the page limit?				
		osal in 12-point, Times New Roman font?				
		oposal format follow normal (1 inch) margins and 1 ½ line spacing?				
		roposer's name appear in the header of each page?				
	•	roposal include page numbers in the footer?				
		ential labels applied to sensitive information (if applicable)?				
ш	, a c cominde	induitabels applied to sensitive information (if applicable):				