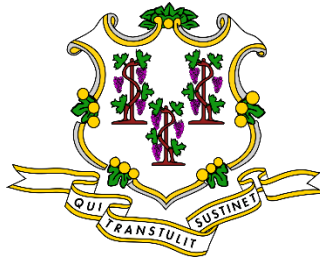


STATE OF CONNECTICUT PROCUREMENT NOTICE

Request for Proposals (RFP) For New England Heat Pump Accelerator

RFP Name: Regional Implementer for New England Heat
Pump Accelerator ("Accelerator")

Issued By:
Department of Energy and
Environmental Protection ("DEEP")
February 28, 2025

The Request For Proposal is available in electronic format on the
State Contracting Portal by filtering by Organization for Department
of Energy and Environmental Protection.

<https://portal.ct.gov/DAS/CTSource/BidBoard>

or from the Agency's Official Contact:

Name: Katrina Vallett

Address: Bureau of Energy and Technology Policy, 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 [New England
Heat Pump Accelerator](#).

Bidders Conference Link: [https://neep-
org.zoom.us/meeting/register/SPNZqRPNSIKtoDhTzjCscQ](https://neep-org.zoom.us/meeting/register/SPNZqRPNSIKtoDhTzjCscQ)

RESPONSES MUST BE RECEIVED NO LATER THAN

~~April 04, 2025~~ April 10, 2025

At 5:00 PM EST

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

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

The purpose of this RFP is to select a contractor to carry out certain tasks in accordance with the EPA Grant Agreement with the State of Connecticut, "Implementation Grants for the New England Heat Pump Accelerator". DEEP reserves the right to modify this RFP in accordance with any changes made to its EPA Grant Agreement.

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I. GENERAL INFORMATION

A. INTRODUCTION

1. RFP Name and Number.

NAME: Regional Implementer for New England Heat Pump Accelerator ("Accelerator").

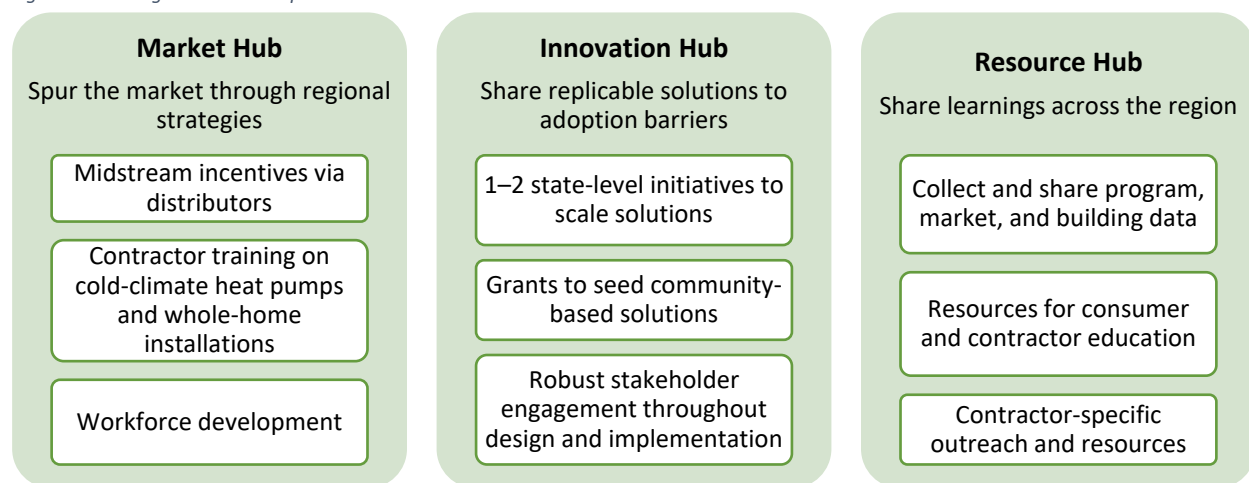
NUMBER: DEEP022825SW

2. RFP Summary. The Connecticut Department of Energy and Environmental Protection (DEEP) is issuing this Request for Proposals (RFP) to select a Regional Implementer to lead and oversee implementation of the New England Heat Pump Accelerator (Accelerator) program. The Accelerator is a new program to increase adoption of residential cold-climate air-source heat pumps (ASHPs), heat pump water heaters (HPWHs), and ground source heat pumps (GSHPs) across Connecticut, Maine, Massachusetts, New Hampshire, and Rhode Island.

3. RFP Purpose. This RFP is to identify a Regional Implementer for the New England Heat Pump Accelerator ("Accelerator"). DEEP intends to select a single Regional Implementer for the Accelerator for a project cycle of up to five years (August 2025 – October 2029). A Regional Implementer may be a single entity or a team of organizations. If the proposer is a team, then one entity must be identified as the program lead or prime contractor with overall management responsibilities. The firm(s) will be selected through the process outlined by state and federal laws, regulations, and procurement practice.

The purpose of the Accelerator is creation of a single, regional initiative intended to "rapidly accelerate adoption of cold-climate air-source heat pumps (ASHPs), heat pump water heaters (HPWHs), and ground source heat pumps (GSHPs) in single-family and multifamily residential buildings in Connecticut, Maine, Massachusetts, New Hampshire, and Rhode Island. The Accelerator will be implemented through three program pillars or "hubs": the Market Hub, Innovation Hub, and Resource Hub". Additional information on the pillars is displayed in Figure 1.

Figure 1 New England Heat Pump Accelerator Pillars



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

- 80101600 Project Management
- 86000000: Education and Training Services
- 72151200: Heating and cooling and air conditioning HVAC construction and maintenance services
- 80000000: Management and Business Professionals and Administrative Services
- 81000000: Engineering and Research and Technology Based Services

B. INSTRUCTIONS

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

Name: Katrina Vallett
Address: Bureau of Energy and Technology Policy, 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 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 at the following locations:
- Agency's RFP Web Page: <https://portal.ct.gov/deep/energy/new-england-heat-pump-accelerator>
 - State Contracting Portal (go to CTsource bid board, filter by "DEEP")
<https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any Proposer or prospective Proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from the Official Contact or 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: February 28, 2025
- RFP Conference: March 10, 2025
- Deadline for Questions: March 11, 2025
- Answers Released: March 21, 2025
- Proposals Due: ~~April 04, 2025~~ April 10, 2025
- (*) Proposer Selection: May 2025
- (*) Start of Contract Negotiations: May 2025
- (*) Start of Contract: July 2025
- (*) Start of Accelerator: October 2025

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 Funding Available: up to \$450 million¹
- Number of Awards: DEEP anticipates a single implementer
- Contract Cost: Confidential
- Contract Term: August 2025 – December 2030
- Funding Source: US EPA Climate Pollution Reduction Grants – Implementation Grants for the New England Heat Pump Accelerator.

6. Eligibility. Any individual, entity, or public or private firm with the requisite experience listed in the scope of services in Section II below may respond to this RFP. If the proposer is a team, then one entity must be designated as the lead applicant.

7. Minimum Qualifications of Proposers. To qualify for a contract award, a Proposer or team of organizations must have the following minimum qualifications: Any individual, entity, or public or private firm located anywhere in the United States and registered to do business in the state of Connecticut with a strong working knowledge of the New England energy market is eligible to apply. Proposers must have experience implementing energy efficiency or building decarbonization programs.

Offers from Proposers with the following qualifications are preferred:

¹ The numbers provided are estimates of total funding for all Program elements including incentives and grant awards. Funding for the Accelerator is subject to change based on direction from EPA and the conditions outlined in the Memorandum of Agreement among the coalition states.

- Demonstrated success implementing midstream residential programs, including working with market actors (manufacturers, wholesale distributors, retailers, and contractors).
- Experience administering complex, large-scale programs including state and regional coordination, regulatory compliance, stakeholder facilitation and convening, and reporting and evaluation.
- Substantial experience implementing programs supporting adoption of air source heat pumps (ASHPs), ground source heat pumps (GSHPs), and/or heat pump water heaters (HPWHs) is preferred.
- Demonstrated success designing and implementing a strategy that transformed a market for an energy efficiency product or service.
- Experience designing, providing technical support for, or overseeing innovative pilots to overcome market barriers.
- Experience delivering effective workforce training programs.
- Experience effectively managing federal, state, and/or local funds and associated reporting, tracking, and audit requirements.
- Strong systems for internal accounting and administrative and financial controls, including incentive processing and tracking energy- and greenhouse gas (GHG) savings.
- Experience working with a third-party evaluator that is responsible for independently verifying energy and GHG savings.
- Ability to efficiently conduct solicitations for subcontracted services and contract with subcontractors to perform associated services.
- Ability to maintain systems of internal accounting and administrative control and demonstrate a history of fiscal stability and responsibility.

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 except for those asked at the Bidders Conference. All questions received before the deadline (March 11, 2025) 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 established in the Procurement Schedule (March 21, 2025). 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. At its discretion, the Agency may distribute any amendments to this RFP to prospective proposers who attend the RFP Conference.

10. RFP Conference. A virtual RFP Conference will be held to answer questions from prospective proposers on March 10, 2025 from 1 pm to 3 pm. 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.

Registration Link: <https://neep-org.zoom.us/j/91234567890>

- 11. Proposal Due Date and Time.** Proposals must be submitted on or before the due date and time. Proposals submitted 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 ready for evaluation by the Review Committee.

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

- 12. Multiple Proposals.** Each Proposer may only submit one proposal. If the Proposer is a team, this requirement applies to the lead applicant only.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

A. AGENCY OVERVIEW

DEEP is charged with conserving, improving and protecting the natural resources and the environment of the state of Connecticut as well as making cheaper, cleaner and more reliable energy available for the people and businesses of the state. DEEP is also committed to playing a positive role in rebuilding Connecticut's economy and creating jobs – and to fostering a sustainable and prosperous economic future for the State.

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

B. SERVICE OVERVIEW

The chosen Proposer will serve as the Regional Implementer for the New England Heat Pump Accelerator. The Accelerator is a new program to facilitate and accelerate availability and access to residential cold-climate heat pumps, ground source heat pumps, and heat pump water heaters across the coalition states. It will complement and work with several existing programs incentivizing these technologies.

As stated in the current Grant Agreement between EPA and DEEP, the Accelerator is estimated to reduce GHG emissions by 2.2 million metric tons (MMT) CO₂ equivalent from 2025-2030 and 9 MMT CO₂ equivalent from 2025-2050.² The Accelerator will do this through “four main objectives: implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities [LIDACs]; complementing other funding sources to maximize these GHG reductions and community benefits; and, pursuit of innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions.”³ It is funded by a \$450 million grant from the U.S. Environmental Protection Agency’s (EPA’s) Climate Pollution Reduction Grant (CPRG) Implementation Grants.⁴

While Connecticut is the lead state and grant recipient for the Accelerator, the Accelerator is structured to be managed by the coalition of five New England states, and the activities of the Accelerator are intended to benefit residents of Maine, Massachusetts, New Hampshire, and Rhode Island. The Accelerator will be implemented over five years (11/2024 – 10/2029). It will be a regional effort informed by experience from each state in the coalition. Representatives from DEEP, Maine Governor’s Office of Energy (ME GOE), Efficiency Maine Trust (EMT), Massachusetts Department of Energy Resources (MA DOER), New Hampshire Department of Environmental Services (NH DES), and Rhode Island Office of Energy Resources (RI OER) will serve on an Advisory Council that will oversee and guide the work of the Regional Implementer. Northeast Energy Efficiency Partnerships (NEEP) will serve as the Regional Convener, under contract to DEEP, with additional support being provided by Northeast States for Coordinated Air Use Management (NESCAUM). In these roles, NEEP and NESCAUM will support DEEP and the other states in the coalition in development and implementation of the Accelerator. This includes convening the Advisory Council and Community Outreach Group, supporting the RFP and onboarding process for the Regional Implementer, providing ongoing program advisement, and assisting DEEP with semiannual reports for EPA.

The Accelerator will be implemented through a single Regional Implementer (comprised of a single entity or team of entities). The Regional Implementer will be responsible to implement the regional program and, to the extent possible, coordinate with existing programs and any State Designee(s). A State Designee is an experienced, state-level implementer appointed by a coalition state to implement the Accelerator’s Market and coordinate on implementation of the Innovation Hubs in that state. Funding for any state-designated implementers will be administered via subcontract with the Regional Implementer. As of the release of this RFP, the only State Designee in the coalition is Efficiency Maine due to their program experience and national leadership in midstream programs.

The Accelerator will operate through three separate initiatives or Hubs: the Market Hub, the Innovation Hub, and the Resource Hub. The Market Hub will deliver an estimated \$270 million in per-unit midstream incentives for air source heat pump, ground source heat pump, and heat pump water heaters. It will also conduct contract training on regionally relevant topics to drive project design and installation practices appropriately suited to New

² “States of Connecticut, Maine, Massachusetts, New Hampshire, and Rhode Island,” EPA, <https://www.epa.gov/inflation-reduction-act/states-connecticut-maine-massachusetts-new-hampshire-and-rhode-island>.

³ Language from the Grant Agreement between EPA and DEEP.

⁴ CPRG aims to reduce greenhouse gas emissions, achieve community benefits such as reduced criteria air pollutants, complement other funding sources, and pursue innovative programs that are replicable and scalable. <https://www.epa.gov/inflation-reduction-act/about-cprg-implementation-grants>

England's climate and housing stock. As stated in the current Grant Agreement with EPA, "activities to be performed through the Innovation Hub include 1 or 2 large-scale, multiyear state initiatives to address specific state priorities and develop scalable solutions to overcome barriers for LIDACs; annual "Quick Start Grants" for community-based pilot projects to expand access to heat pumps for LIDACs; and stakeholder engagement to ensure community involvement in the design of these programs." Both the state and community level projects will be informed by robust stakeholder engagement that ensures community input on the design and objectives as stated in the current Grant Agreement with EPA. The Resource Hub will include a publicly accessible website to share educational resources and provide valuable data on the adoption of heat pumps throughout New England.

With this RFP, DEEP seeks to identify an entity or entities who can act as the Regional Implementer and effectively implement the program based on this framework and the goals outlined in this RFP.

Outcomes⁵: As stated in the current Grant Agreement with EPA, "the expected outcomes include 2,209,712 metric tons (MT) of cumulative greenhouse gas (GHG) reductions by 2030 and 9,051,956 MT by 2050; reductions in criteria air pollutant emissions and associated health benefits; an increase in heat pump adoption such that heat pumps comprise 65% of heating, ventilation, and air conditioning (HVAC) and water heater sales by 2030 and 90% of sales by 2040; lower installation costs for heat pumps due to greater market scale and data transparency; an increase in New England homes fully electrified by 2030; significant job growth in the heat pump industry, including in low-income and disadvantaged communities (LIDACs); and full access to equitable and affordable heat pump solutions, resulting in lower energy burdens and improved health outcomes."

Intended Beneficiaries⁶: As stated in the current Grant Agreement with EPA, the intended beneficiaries include all residents of "Connecticut, Maine, Massachusetts, New Hampshire and Rhode Island. Specifically, residents of single-family and multifamily residential buildings in these five New England states will benefit from the project's focus on the rapid adoption of heat pump technology." Additional beneficiaries include heat pump distributors, contractors, and program implementors across the region who will receive trainings and other resources as a result of the program. The Project Description in the current Grant Agreement with EPA states that, "LIDACs in particular will benefit from this project, as the program as a whole is designed to address the specific barriers that disadvantaged communities face in adopting heat pumps. At least 40% of Accelerator funding will be directed to LIDACs; 100% of the Innovation Hub funding will serve LIDACs and LIDAC-targeted programs are included in each pillar."

Modifications to Outcomes and Beneficiaries: As stated in the current Grant Agreement with EPA under the Programmatic Conditions Section B. Final Approved Work Plan and Modifications regarding changes to the work plan, "Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications may include but are not limited to: changes to the approved environmental results, outputs or outcomes, types and number of affected devices or equipment, the approved types of emission reduction technologies to be implemented,

⁵ These goals are taken directly from the DEEP and EPA Grant Agreement awarding the Accelerator funding. *The Climate Pollution Reduction Grants – Heat Pump Coalition Grant.*

⁶ Quote from the DEEP and EPA Grant Agreement awarding the Accelerator funding, *The Climate Pollution Reduction Grants – Heat Pump Coalition Grant.*

specific programs or policies to be adopted, or changes to the approved project location(s). Any change that would significantly alter the cumulative GHG reductions achieved by 2030 and beyond and affect the achievement of community benefits, especially in low- income and disadvantaged communities, may not be allowed.”

C. SCOPE OF SERVICE DESCRIPTION

DEEP is soliciting proposals from an interested and qualified entity (or team of entities) to serve as the Regional Implementer for the New England Heat Pump Accelerator. The selected entity or entities will implement the Accelerator with oversight and guidance provided by DEEP and the Accelerator Advisory Council. This will include (1) coordination on program goals and framework with the Advisory Council; (2) creation of each of the three pillars of the Accelerator (Market Hub, Innovation Hub, and Resource Hub); (3) relevant data and funding compliance requirements for EPA; and (4) coordination with external stakeholders from distributors and contractors to residents of the state, and current program implementers.

The Accelerator is purpose-built to address the region’s unique challenges and opportunities to fundamentally transform the market for residential heat pumps through three program pillars: Market Hub, Innovation Hub, and Resource Hub. The features of these program pillars are described below.

- The Market hub will provide per-unit midstream incentives at the distributor level for air source heat pumps, heat pump water heaters, and ground source heat pumps. It will also coordinate training and educational resources available at the distributor level to disseminate information and best practices on regionally relevant topics, such as cold-climate heat pumps and whole home installations to drive appropriate installation practices. Workforce programs will look to focus on promotion of job creation and entrepreneurship in communities throughout the region. The Regional Implementer will also work with existing program implementers to ensure the midstream program is complementary and results in minimal disruption to the current programs. For the only current State Designee (Efficiency Maine), the Regional Implementer will be responsible for transferring funds to the State Designee and work with the Designee to align program incentives and materials.
- The Innovation Hub will provide state and community level grants to address specific priorities and develop scalable solutions to overcome barriers to heat pump adoption. For the Innovation Hub, the Regional Implementer will oversee the disbursement of funds for both the state and community level grants. This will include overseeing projects and achievement of deliverables, data sharing and reporting out, and adherence to all funding requirements. The Regional Implementer will also assist the Advisory Council in selecting and supporting state- and community-level projects.
- The Resource Hub will collect and share aggregate or anonymized data on heat pump markets and program participation; share resources for consumer and contractor education; and offer additional community-based outreach and resources. For the Resource Hub, the Regional Implementer will create a public facing website to host publicly accessible data gathered from implementation of the Accelerator and educational resources for distributors, contractor, program implementers, and other stakeholders. Part of the work of the Resource Hub will also include a plan for stipends to compensate community-based organizations for their participation and feedback on all three pillars of the Accelerator.

This section describes the expected scope of services, including expectations for organizational qualifications, services delivered, data and technology, financial and budget, and coordination with DEEP and coalition states.

1. Organizational Expectations.

DEEP will select a single Regional Implementer for the Accelerator. A Regional Implementer may be a single entity or a team of entities. If the proposer is a team, then one entity must be identified as the program lead or prime contractor with overall management responsibilities.

Minimum requirements: Any individual, entity, or public or private firm located anywhere in the United States and registered to do business in the state of Connecticut is eligible to apply. Proposers must have experience implementing energy efficiency programs. See *Section I, Part B, 7, Minimum Qualifications of Proposers* for a list of preferred qualifications.

2. Service Expectations

The selected Regional Implementer will perform the tasks and produce the key deliverables described below. Proposers must identify their plan, approach, and capacity for each task and describe related experience. Tasks and deliverables are described for each hub, as well as for cross-cutting activities. **DEEP also invites proposers to recommend alternative or additional activities that would more effectively achieve the program goals and transform the heat pump market in New England**, provided that such alternatives are consistent with the Accelerator's grant proposal, the Grant Agreement entered into with DEEP and EPA, and the memorandum of agreement signed by the coalition members.

2.1 Cross-Cutting Activities

In addition to the three hubs (described below), the Regional Implementer will provide overarching program administration services for the Accelerator and engage with the State Advisory Council and current program administrators⁷. These cross-cutting tasks will aim to ensure the Accelerator achieves the overarching objectives identified in the Grant Agreement with EPA and is implemented in accordance with the MOA signed by the coalition states. These tasks include: (1) implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; (2) pursuing measures that will achieve substantial benefits for residents, including lowering energy costs; (3) identifying ways to complement other funding sources to maximize program funding; and (4) pursuing of innovative policies and programs that are replicable and can be "scaled up" across multiple jurisdictions.⁸

These cross-cutting tasks and deliverables are described below.

Cross-Cutting Activities Regional Implementer Tasks:

- a. **Accelerator start-up and market transformation plan.** The Regional Implementer will develop an overarching program plan that outlines the broader market transformation strategy, integrating activities from all three hubs, as well as a "quick-start" plan for rapid rollout of certain program elements (e.g. funding existing program through the State Designee) to ensure early wins for the Accelerator in 2025.
- b. **Program administration and budget management.** The Regional Implementer will comprehensively manage the Accelerator to ensure that the program is achieving its goals for GHG savings and market transformation, on time and on budget. The Regional Implementer will be responsible for managing the program in such a way as to exceed goals without exceeding the budget. This will include tracking progress and

⁷ This includes current energy efficiency program administrators and heat pump program administrators in the region, including but not limited to: implementers of [EnergizeCT](#), [Efficiency Maine](#), [Mass Save](#), [NH Saves](#), and [RI Energy](#).

⁸ Language from the Grant Agreement between EPA and DEEP.

pipelines, identifying program risks, and proposing program modifications to respond to changing market conditions and ensure program success.

- c. **Disbursement of funds and flow-down funding.** The Regional Implementer will be responsible for passing federal funding through to coalition state governments as well as subcontractors selected for the Innovation Hub, State Designees selected for the Market Hub, and possibly for other program roles. This will involve navigating and adhering to federal funding requirements, meeting timely reporting requirements, ensuring that flow-down provisions are appropriately included in subcontracts, and providing ongoing oversight. Funds will be dispersed as agreed to in the MOA signed by coalition states.
- d. **Stakeholder engagement.** The Regional Implementer will engage extensively with DEEP, the Advisory Council, the Regional Convener, State Designee, existing program administrators and vendors in coalition states, market actors, members of the Community Advisory Group, and other stakeholders. This will include gathering input to guide program designs, receiving feedback on draft deliverables, sharing updates on program progress, and disseminating program information and learnings.
- e. **Program evaluation support.** The Regional Implementer will coordinate with and support the independent program evaluator. Ongoing coordination with the evaluator may include providing requested data (e.g., program participation, GHG savings, etc.) and information on program processes (e.g., sample participation agreements and incentive forms). The Regional Implementer will also integrate evaluator findings and feedback to continuously improve the Accelerator program. To support this work, the Regional Implementer may have the opportunity to provide input on the program evaluator RFP process.
- f. **Reporting requirements.** The Regional Implementer will work with DEEP and the Regional Convener to submit semi-annual reports to EPA that include information on: progress and milestones achieved; documentation of community engagement activities across the region, including how this engagement informed development and implementation of the Accelerator; progress on workforce training and job growth; a summary of upcoming activities for the Accelerator; and other data, as needed.
- g. **Program transition and sharing of best practices.** In years 4-5 of the Accelerator, the Regional Implementer will revisit the market transformation strategy and develop a report summarizing best practices and lessons learned. This report will highlight information to guide development of building decarbonization policies and programs and identify opportunities to scale successful programs and activities throughout the region. This may also include identifying opportunities for future funding after 2030; coordination with other state, utility, and local initiatives in New England to take on certain program activities; and/or careful closeout of Accelerator programs to minimize disruption to market actors and customers.
- h. **Following federal labor standards.** The Regional Implementer will ensure that programs regulated by Davis-Bacon⁹ and Related Acts (DBRA) and by Build America Buy America Act¹⁰ (BABAA) are implemented in alignment with federal standards. DBRA includes: Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more; Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

⁹ For more information on Davis Bacon, please see: <https://www.dol.gov/agencies/whd/government-contracts/construction>.

¹⁰ For more information on BABA, please see: <https://www.commerce.gov/oam/build-america-buy-america>.

Cross-Cutting Activities Regional Implementer Deliverables:

Key deliverables include, but are not limited to:

- Regular meetings with DEEP, Regional Convener, and the Advisory Council
- Management and distribution of funds to Market Hub (including the State Designee), Innovation Hub, and Resource Hub activities, as agreed to by the Advisory Council.
- Management and distribution of funds to coalition states for administration and participation of program.
- Semiannual progress reports and a detailed final report to EPA describing actual GHG emissions reduced and reporting on progress toward achieving other outputs and outcomes described in the workplan
- Quality Assurance Progress Plan (QAPP), if deemed necessary by EPA
- Annual reports to stakeholders describing key results for the Market, Innovation and Resource Hubs, including information on heat pumps installed, GHG savings achieved, and progress towards transformation of New England's heat pump market

2.2 Market Hub

The Market Hub is an incentive program to promote residential air-source heat pumps (ASHPs), ground-source heat pumps (GSHPs), and/or heat pump water heaters (HPWHs) on a regional scale.¹¹ It will engage manufacturers and distributors through per-unit midstream incentives to drive the sales, stocking, and quality installation of heat pumps suited to New England's climate and housing stock. The Market Hub will seek to improve cross-state alignment at the distributor level to ensure quality products are stocked and sold across the region. To the extent possible, the program design will aim to ensure incentives flow down to the end-use customers. DEEP is aiming for an initial launch of the Market Hub in October 2025 with the rebates continuing to roll out into Q1 of 2026.

Because the landscape of heat pump programs varies across the states in the Accelerator, the Market Hub will adapt to the current landscape of each state and coordinate with the existing state- and utility-based program administrators. This could include coordinating the program with current program implementers to avoid disrupting the market or extensive coordination with a State Designee that will implement the program within their state and coordinate at the regional level. The Market Hub will also work with distributors and manufacturers to offer contractor training on regionally relevant topics, such as cold-climate heat pumps and whole-home installations, to drive appropriate and, where possible, consistent installation practices across the workforce. Workforce development programs will also identify ways to grow the contractor base, with a focus on promoting job creation and entrepreneurship.

Market Hub Regional Implementer Tasks:

- Program plan.** The Regional Implementer will develop a program plan for the Market Hub detailing how the program will operate regionally and provide flexibility at the state level, including plans for coordination with State-Designated Implementer(s). The program plan will be consistent with the Grant Agreement and Memorandum of Agreement among the coalition members. It will be developed with input from the Advisory Council and other relevant stakeholders, and will outline Market Hub goals, timelines, and program elements such as eligibility requirements, participation targets, design of incentive levels, and coordination strategies. For incentive levels, it will also describe how incentives will be applied at point-of-sale via distributors and, where applicable, how incentives will be passed through to contractors and/or end-use customers.

¹¹ Some states may choose to prioritize certain heat pump equipment.

- b. **Equipment eligibility requirements.** The Regional Implementer will recommend eligibility criteria for ASHPs, GHSPs, and HPWHs that perform well in cold climates and will maintain qualified product lists (QPLs) for use with distributors and other market actors.
- c. **Alignment with State Designees:** The Accelerator has identified Efficiency Maine Trust¹² as a Designee for the state of Maine. The Designee will serve as the role of Regional Implementer within the boundaries of their states, including implementation of incentives, workforce training, and communications with distributors within that state.
- d. **Coordination and communication with existing program implementers and installation contractors.** The Regional Implementer will work with energy efficiency and heat pump program implementers in each state to coordinate with existing programs and contractor networks and ensure minimal disruption to existing programs. Because the landscape of programs is different across the states in the coalition, the regional implementer will need to be adaptable to the heat pump program landscape of each state. Engagement with current program implementers will begin in Summer of 2025.
- e. **Manufacturer and distributor support.** The Regional Implementer is expected to recruit distributors across all coalition states to participate, develop a standard participation agreement, and provide account management services in the field to engage wholesale distributors and other market actors. They will work closely with field- and headquarters staff of key manufacturers and distributors to ensure competitive pricing, adequate inventory, and product knowledge. They may also support point-of-sale sales, marketing, and training.
- f. **Invoicing and incentive processing.** The Regional Implementer will be responsible to pay per-unit midstream incentives to distributors and the State Designee, in a rapid and efficient process. For distributors, incentive reimbursements should be provided on at least a monthly basis, and the Regional Implementer will also be expected to provide administrative support for submission of midstream instant rebate claims. To accomplish this, the Regional Implementer is expected to offer a standardized reporting and invoicing tool for distributors and coordinate monthly reporting and invoicing with distributors. For State Designees, the Regional Implementer should look to reimburse them on a regular basis so that the Designee is able to timely pay their own distributors (and/or contractors). The Regional Implementer will need to coordinate with the State Designee to establish a disbursement schedule and align on reporting and invoicing practices.
- g. **Savings reporting.** The Regional Implementer will report data required to track GHG savings and to facilitate program evaluation. Data will be uploaded at least monthly and may include product details, product features, product price, distributor name and location, purchase date, customer information, installer information, incentive claim date, etc.
- h. **Data collection.** The Regional Implementer will work with distributors or the State Designee to identify, track, and collect metrics on the sale and adoption of air source heat pumps, ground source heat pumps, and heat pump water heaters in the Accelerator coalition states. Part of this might include creation of a regional tool to collect data from the distributor, aggregation, anonymization, and publishing of data collected from stakeholders, and program participants.
- i. **Workforce training.** The Regional Implementer will deliver, or coordinate with partners to deliver workforce training on heat pump sales and installation best practices. Trainings will be designed to be accessed by all individuals, the Regional Implementer

¹² Efficiency Maine Trust has been identified as a designee because of their success in increasing adoption for air source heat pumps and heat pump water heaters. Including a [nationally recognized](#) midstream heat pump water heater program. Efficiency Maine Trust is an independent administrator of efficiency and greenhouse gases reduction programs in Maine.

will work with communities and other organizations to remove any common barriers contractors and new workforce entrants may face.

Market Hub Regional Implementer Deliverables¹³:

Key deliverables include, but are not limited to:

- Program Plan & Guidance for review and approval by the Advisory Council by August 2025.
- Equipment eligibility criteria and Qualified Product Lists (QPLs) for heat pump technologies (updated annually).
- Standardized tool for distributor reporting and incentive processing.
- Training resources for contractors and workforce development programs.
- Data on workforce development program participation; records and evaluation of outreach activities to workforce organizations as outlined in the Grant Agreement.
- Monthly progress reports with data such as: GHG savings, fiscal year-to-date actual vs plan and forecasted full-year vs plan, incentives and processing times by equipment type, and trade ally participation.

2.3 Innovation Hub

The Innovation Hub will fund both large-scale state-based initiatives and smaller-scale community-based projects that overcome technology and market barriers to heat pump adoption for residents across New England as outlined in the Grant Agreement. As stated in the current Grant Agreement with EPA, “100% of the Innovation Hub funding will serve LIDACs and LIDAC-targeted programs are included in each pillar.” Smaller-scale community-level grants will be available yearly to fund community-based pilot projects that expand access to heat pumps. As stated in the current grant agreement, states will also identify priorities for 1-2 large-scale multi-year initiatives in each Accelerator state (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island) to overcome barriers to heat pump adoption. Sample projects the Innovation Hub could fund include, but are not limited to: heat pump strategies for multifamily buildings and mobile homes, networked geothermal systems, heat pump technologies to address specific housing barriers (e.g., 120V HPWHs for housing with limited electric panel capacity), inclusive financing, and hydronic system replacement options. The Innovation Hub will engage stakeholders to ensure community involvement in program design will also share best practices and lessons learned from these pilots to scale successful strategies throughout the region.

In its role, the Regional Implementer will oversee the allocation of these funds to states and community-based organizations. For the state and community level initiatives, the Regional Implementer will be expected to conduct the solicitation process and contract with implementers. It will also be required to develop templates for project design and reporting, schedule regular meetings with implementers and Advisory Council Members, and communicate any key deadlines for deliverables. In addition, the Regional Implementer will work with the Advisory council to ensure funds are distributed equitably among the coalition states and in Accordance with the Memorandum of Agreement signed by the coalition states. DEEP anticipates engagement on the Innovation Hub to begin in summer ~~2026~~2025 and funding to begin to be dispersed Q1 of 2026.

Innovation Hub Regional Implementer Tasks:

- a. **Program plan.** The Regional Implementer will develop a program plan for the Innovation Hub detailing how the program will operate regionally and in specific coalition

¹³ Includes deliverables specifically outlined in the Grant Agreement with EPA.

states, including coordination with State-Designated Implementer(s). The program plan will be developed with input from the Advisory Council and other relevant stakeholders, including a Community Outreach Group that the Advisory Council has established. The plan will outline Innovation Hub goals, timelines, and priorities for funding. It will also describe funding flows with project implementers.

- b. **Outreach and engagement.** The Regional Implementer will lead outreach and engagement to community-based organizations (CBOs) and other stakeholders to gather input and identify key barriers and innovative solutions for heat pump adoption across the region. This will include coordination with the Community Outreach Group and stipends to support participants. Outreach and engagement will kick off in summer of 2025.
- c. **Project solicitation.** The Regional Implementer will conduct streamlined solicitations to select project implementers for small-scale community grants and requests for proposals (RFPs) or other solicitations to select implementers for larger-scale state-based initiatives, incorporating priorities and eligibility criteria developed in close coordination with the Advisory Council. Except in cases where State Designees are managing large-scale initiatives, the Regional Implementer will contract with selected project implementers and set appropriate funding levels for each project within parameters established by the Advisory Council. DEEP aims to have the first round of project solicitation completed by January 2026.
- d. **Project oversight.** The Regional Implementer will develop templates for project design and reporting, schedule regular meetings with initiative implementers and states, and communicate key deadlines for deliverables, such as progress reports and final reports. The Regional Implementer will also be responsible for contracting and oversight of deliverables, data sharing, report outs and summaries, and adherence to all funding requirements for the recipients of the funds.
- e. **Substantive expertise.** In addition to administrative oversight, the Regional Implementer will provide subject-matter expertise to guide project design and implementation, working in close coordination with project implementers to ensure that projects are positioned for success and are generating insights relevant to scaling up heat pump adoption.

Innovation Hub Regional Implementer Deliverables¹⁴:

Key deliverables include, but are not limited to:

- Soliciting 1 or 2 large-scale projects in each coalition state available on a multi-year basis.
- Managing annual grants for smaller-scale, community-based projects.
- Developing selection criteria for Innovation Hub projects created in consultation with the Advisory Council by September 2025.
- Sharing of best practices and results of programs and policies that can be replicated and scaled up across the region.
- Outreach to communities and community-based organizations (CBOs) within the coalition beginning in July 2025.
- Annual reports on Innovation Hub activities and results, including information on heat pumps installed, program beneficiaries including LIDACs, incumbent systems replaced, and scalable solutions identified pursuant to the EPA-approved work plan.

2.4 Resource Hub

The Resource Hub will include a publicly accessible website that will share training resources and provide valuable data on the adoption of heat pumps throughout New England. This will include data on heat pump sales and program participation; resources for consumer and

¹⁴ Includes deliverables specifically outlined in the Grant Agreement with EPA.

contractor education related to installation, sizing, and operation of heat pumps; and additional community-based resources (such as resources provided in multiple languages and information on specific heat pumps that appear in multifamily or manufactured homes). Stipends will be distributed to groups and individuals to ensure participation and feedback. The Resource Hub will include a data portal with aggregated or anonymized information on ASHP, GSHP, and HPWH adoption in all five states to inform implementation of the Accelerator and other decarbonization policies and programs across the region. DEEP aims for the Resource Hub to initially launch in August 2025, with updates provided regularly.

Resource Hub Regional Implementer Tasks:

- a. **Program plan.** The Regional Implementer will develop a program plan for the Resource Hub including priority educational resources to host, data to collect and share, and key opportunities to inform regional market transformation. Additionally, the program plan should consider who is best to host and maintain the Resource Hub after the Accelerator program has been completed and what steps can be taken in design and upkeep to help in this transition. The program plan will be developed with input from the Advisory Council and other relevant stakeholders, and will outline Resource Hub goals, timelines, program elements and potential next steps.
- b. **Website and data hub development.** The Regional Implementer will stand up and potentially host a centralized website with educational resources, maps and tools for regional trend analysis, and a data hub containing aggregated or anonymized data on heat pump market trends and other relevant information, such as housing stock and fuel sources, available incentives, and electricity and fuel costs.
- c. **Collection, creation, and dissemination of educational resources.** The Regional Implementer will collaborate closely with existing heat pump program implementers, manufacturers, and other technical experts to collect and disseminate educational and training resources directed at both contractors and customers. The Regional Implementer may also need to create educational resources as needed and identified by the Advisory Council.
- d. **LIDAC engagement and resources.** As stated in the current Grant Agreement with EPA, the Resource Hub will “offer additional LIDAC-specific outreach and resources. Stipends will be distributed to groups representing LIDACs to encourage community participation.” The Regional Implementer will support the implementation of this task.
- e. **Identification of lessons learned and opportunities for scaling.** The Regional Implementer will gather lessons learned and insights to inform policy and program development and accelerate heat pump adoption across New England. This information can be shared across the region and applied at the state level to inform future program and policy development.

Resource Hub Regional Implementer Deliverables¹⁵:

Key deliverables include, but are not limited to:

- Central website hosting publicly accessible data launched by August 2026 and updated regularly.
- Processes and procedures to collect and share aggregate or anonymized data on heat pump markets and program participation.
- Maps and tools for regional trend analysis, synthesizing publicly available information from each coalition state on building decarbonization policy and programs, housing stock and fuel sources, available incentives, and electricity and fuel costs.
- Web-based, easily searchable repository of up-to-date educational resources for distributors, contractors, program implementers, and other stakeholders.

¹⁵ Includes deliverables specifically outlined in the Grant Agreement with EPA.

- LIDAC-specific outreach and resources, including a plan to provide stipends for stakeholder feedback.

3. Staffing Expectations

A proposal must include a staffing organizational chart with titles and task responsibilities. If multiple organizations are included on the proposal team, then the organizational chart should also illustrate how the organizations will work together effectively with clear roles and responsibilities. Resumes for key personnel must be included in the submission. The proposer is expected to participate in regular meetings to provide updates on progress and to communicate regularly with DEEP staff collaborators.

4. Data and Technology Expectations

Data and Technology

The Regional Implementer will work with distributors or State-Designated Implementer(s) to identify, track, and collect metrics on the sale and adoption of heat pumps and heat pump water heaters in coalition states, as outlined in the Grant Agreement with EPA. This might include creation of a tool to collect data from distributors, aggregation, anonymization, and publishing of data collected from program participants. The Regional Implementer is expected to have adequate data protection procedures in place to secure any sensitive information that may be associated with project development and grant funding applications. This sensitive information could include, but is not limited to, details pertaining to critical infrastructure and/or details pertaining to trade secrets associated with project development.

Tool for Distributor Reporting and Invoicing

The Regional Implementer will pay per-unit midstream incentives to distributors and rapidly and efficiently process incentive reimbursements on at least a monthly basis. To accomplish this, the Regional Implementer will be expected to create or identify a standard tool that can be used regionally to collect data from distributors, create standards for invoicing, and track program progress.

EPA Reporting Requirements

The Regional Implementer will work with DEEP and the Regional Convener to submit semi-annual reports to EPA.¹⁶ These reports will include information on: progress and milestones achieved; documentation of community engagement activities, including how this engagement informed development and implementation of the Accelerator; progress on workforce training and job growth; a summary of upcoming activities for the Accelerator; and other data, as needed.

Work Product and Papers

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

5. Financial Expectations

The Proposer shall provide evidence that the firm is financially stable and has experience with financial and operational management of large-scale contracts that include incentives

¹⁶ As outlined in the Grant Agreement with EPA.

and subcontracts. Proper should include in their application documentation such as audited financial statements, tax forms. Consideration shall be given to a Proposer's experience and success with the administration of federal funded projects.

The proposer shall affirm that the firm has not been formally found to have engaged in financial impropriety and is not in violation of state and federal law. The proposer shall provide evidence that the firm maintains, at a minimum, professional liability insurance. DEEP will confirm that the successful Proposer is not suspended or debarred from doing business with the federal government. DEEP will perform a risk assessment once a Proposer is selected, and DEEP may ask for additional other financial information to establish a risk level.

6. Budget Expectations

The proposer is expected to review the total available funding for services and acknowledge that these total budgeted cost estimates align with costs the proposer might reasonably incur over the scope of the grant project cycle. A summary of the overall project budget is provided in the table below. A significant share of these funds will go towards incentives (including to the State Designee) with some also going to program administration by DEEP, support of the Advisory Council and coalition states participation, engagement of a third-party evaluator, and other implementation tasks. Therefore, the numbers below are to provide an estimate and are subject to change prior to program implementation.

Table 1. Accelerator High-Level Budget¹⁷

Hub	Funding
Market Hub	~ \$270 Million
Innovation Hub	~ \$90 Million
Resource Hub	~ \$90 Million ¹⁸

*The Proposer should provide a **budget table following the template provided in Appendix D** providing an estimated total budget by task for each task in Section C Scope of Service Description under Section 2. Service Expectations. Administration costs must also be estimated for the entire duration of the program, August 2025 – October 2029.*

The Proposer should also provide recommendations on their **preferred payment structure**, which DEEP will take under advisement. Examples include:

- **Time and Materials.** If the proposer is recommending a time and materials ("T&M") payment structure, in whole or in part, the proposed budget must include estimated total hours required to administer the Accelerator program, as well as a work and fee schedule with the fully loaded hourly rate for each staff person and their applicable responsibilities.
- **Performance-Based Payment.** If the proposer is recommending a performance-based payment structure, in whole or in part, the proposed budget must include a milestone payment design indicating key points of the Accelerator Program in which

¹⁷ The numbers provided are estimates of total funding. Funding for the Accelerator is subject to change based on direction from EPA and the conditions outlined in the Memorandum of Agreement among the coalition states.

¹⁸ The Resource Hub includes administrative costs for the coalition states and Regional Conveners, in addition to the tasks described below.

the Regional Implementer will receive payments. This might include milestones based on successful completion of certain tasks and/or milestones based on achievement of key outcomes, such as GHG savings or incentives processed.

- **Hybrid Model.** The proposer may also describe a hybrid payment structure, in which a portion of payments would be T&M-based and a portion would be performance-based. For example, a portion of the invoiced amounts could be held back, payable at the end of each program year, contingent on the Regional Implementer meeting GHG targets.

DEEP will consider proposer recommendations on preferred payment structure, but is under no obligation to adopt any or all recommendations. DEEP will make the final determination on the payment structure for the Regional Implementer.

7. Role of DEEP and Coalition Partners

DEEP will collaborate closely with the Regional Implementer throughout the duration of the program. Below is an overview of the various stakeholders that will be involved in Accelerator design, implementation, and oversight, as outlined in the Memorandum of Agreement signed by the coalition states.

1. **DEEP:** DEEP is the lead applicant for the Accelerator and will be responsible for carrying out the full scope of work and proper financial management of the Accelerator. DEEP also serves as the Chair of the Advisory Council and will oversee the bidding process for both the Regional Implementer and Independent Evaluator.
2. **Coalition States:** Coalition states are accountable to DEEP for the proper use of funding and successful project implementation. Each state has selected 2 representatives to serve on an Advisory Council that will oversee implementation and success of the Accelerator. Coalition states will also assist the Regional Administrator and Regional Convener with community and stakeholder outreach and education, collaboration with community representatives, and leverage existing relationships with program implementers, distributors, manufacturers, and contractors in the state to conduct outreach and education on the Accelerator.
3. **Advisory Council:** The Advisory Council is comprised of coalition states representatives and meets at least once a month. The Advisory Council collaborates with Regional Implementer to develop priorities and guidelines for the Market Hub, Resource Hub, and Innovation Hub. It will also determine the portion of funds to be allocated to the different pillars of the Accelerator.
4. **Community Outreach Group:** The Community Outreach Group supports meaningful community involvement. It will collaborate with the Advisory Council as needed to identify potential barriers, benefits, and opportunities for broader participation. Members of the Community Outreach Group will be nominated by the Advisory Council as outlined in the Memorandum of Agreement signed by the Coalition States.
5. **Regional Convener:** Facilitates the stakeholder process, including convening the Advisory Council and Community Outreach Group. Supports development and implementation of the Accelerator, including supporting the RFP and onboarding process for Regional Implementer, providing ongoing program advisement, and assisting DEEP with semiannual reports for EPA. Northeast Energy Efficiency

Partnerships (NEEP) will serve as the Regional Convener, under contract to DEEP, with additional support being provided by Northeast States for Coordinated Air Use Management (NESCAUM).

6. **Regional Implementer:** Plans for, executes, and implements the Accelerator, and is to be selected through this RFP process. The Regional Implementer will be responsible for: development of performance measures, overseeing implementation of the Market Hub, Innovation Hub, and Resource Hub; providing and reporting data to CT DEEP and the Advisory Council; collaborating with the Advisory Council on the Resource and Innovation Hubs; oversight of the Innovation Hub Grants; and other tasks outlined in this RFP.
7. **Independent Evaluator:** Independent evaluator to analyze performance data and evaluate the Accelerator program on a regular basis. The Program Evaluator will be selected via a future RFP process and will have a contract with DEEP.
8. **State-Designated Implementer or Designee:** State-level implementer appointed by a coalition state to implement the Accelerator's Market Hub and coordinate on implementation of the Innovation Hubs in that state, including reasonable program delivery and administrative costs. Funding for any State Designee will be administered via subcontract with the Regional Implementer. Efficiency Maine Trust will serve as a State Designee for the Market Hub in Maine as they currently implement midstream residential HPWH programs.¹⁹

D. PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with providers/vendors collaboratively during the life of the contract. These metrics reflect the outcomes in the Grant Agreement between DEEP and EPA and may be modified in accordance with the Programmatic Conditions

- Reduction in GHG emissions, specifically, 2,209,712 metric tons (MT) of cumulative greenhouse gas (GHG) reductions by 2030 and 9,051,956 MT by 2050 from the adoption of heat pumps and heat pump water heaters for single and multifamily homes throughout the region (Connecticut, Maine, Massachusetts, New Hampshire and Rhode Island).
- Increase in heat pump adoption such that heat pumps comprise 65% of heating, ventilation, and air conditioning (HVAC) and water heater sales by 2030 and 90% of sales by 2040.
- Lower installation costs for heat pumps due to greater market scale and data transparency.
- An increase in New England homes fully electrified by 2030
- Significant job growth in the heat pump industry.
- Full access to equitable and affordable heat pump solutions, resulting in lower energy burdens and improved health outcomes.
- Funding directed to LIDACs, including 100% of the Innovation Hub funding will serve.

¹⁹ [Efficiency Maine Trust](#) has been identified as a designee because of their success in increasing adoption for air source heat pumps and heat pump water heaters. Including a [nationally recognized](#) midstream heat pump water heater program. Efficiency Maine Trust is an independent administrator of efficiency and greenhouse gases reduction programs in Maine.

- As stated in the Programmatic Conditions of the Grant Agreement with EPA, “documentation of community engagement activities conducted in low- income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was considered in decisions for implementing the measure, and details how meaningful engagement with low- income and disadvantaged communities will be continuously included in the development and implementation of the measure.”

This is not an exhaustive list, but rather an indication of significant performance metrics of interest to DEEP. DEEP looks forward to working with the selected proposer to define additional important performance metrics, as appropriate and as approved by EPA in the work plan.

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 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 following reports and communications:

- DEEP and the Regional Convener will hold regular meetings with the selected Regional Implementer during the contract term to track progress, assist as needed, and provide guidance to support successful delivery of the Accelerator.
- The Regional Implementer shall provide regular updates to the Advisory Council to show the progress of the program, gather guidance and feedback on current and future initiatives, and ensure alignment with Accelerator goals and regional needs.
- Regional Implementer will work with DEEP and the Regional Convener to submit semi-annual reports to EPA that include information on: progress and milestones achieved; documentation of community engagement activities, including how this engagement informed development and implementation of the Accelerator; progress on workforce training and job growth; a summary of upcoming activities for the Accelerator; and other data, as needed.

DEEP seeks to actively and regularly collaborate with providers 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 as needed.

III. PROPOSAL SUBMISSION OVERVIEW

A. SUBMISSION FORMAT INFORMATION

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

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

- RFP Name or Number:
- Legal Name:
- FEIN:
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

3. Table of Contents. All proposals must include a Table of Contents that conforms with the required proposal outline.

4. Executive Summary. Proposals must include a high-level summary, not exceeding two (2) pages, of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP.

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. Submitted proposals must conform to the following specifications:

- Page Limit: 30 pages, not including appendices
- Font Size: 12 pt.
- Font Type: Times New Roman
- Margins: 1"
- Line Spacing: 1.5
- File Type: .pdf

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 DEEP to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, DEEP will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Review Committee.** DEEP will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of DEEP staff, Advisory Council members, representatives from NEEP and NESCAUM, and 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 will evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. DEEP will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to

respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. DEEP 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 Criterion Title	Percentage of Total	Summary of Requirements and Criteria
Organizational Experience	25%	Organizational information and contact Organization's purpose, mission, and vision Relevant Organizational Experience Past results and outcomes metrics Key staff experience and qualifications References
Strategy and Workplan	30%	Detailed workplan responsive to Section II.C – Scope of Services Strength of strategic approach and workplan, including: <ul style="list-style-type: none"> • Likelihood of achieving key performance measures, deliverables, and deadlines • Market transformation logic model and theory of change • Incorporation of innovative strategies to achieve project goals • Incorporation of equitable implementation and workforce strategies • Stakeholder engagement approach
Program Management, Data, and Reporting	25%	Organizational Management plan Tasks and deliverables plan Identification of measurable objectives and practical timeline for achievement. Data Collection and Storage Plan for IT Infrastructure and project management software Communications plan
Budget, Cost Competitiveness, and Financial Management	20%	Costs, Proposed budget and payment structure Financial profile (financial standing, history of violations, financial management systems) Subcontracting processes and costs Federal grant experience

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. Interview Process.** DEEP may conduct virtual interviews with the top ranked proposers based on the Review Committee's evaluation. Interviews will provide an opportunity for members of the Review Committee to ask clarifying and follow-up questions on any aspects of the proposal. Following the interviews, the Review Committee will re-score the top three proposals according to the above evaluation criteria to develop a final ranking.
- 6. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of the top three proposals to the Commissioner. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with DEEP. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at DEEP's discretion, about the outcome of the evaluation and proposer selection process. DEEP reserves the right to decline to award contracts for activities for which the Commissioner or Agency Head considers there are not adequate respondents.
- 7. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to DEEP's contracting procedures, which may include approval by the Office of the Attorney General. 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 Proposer 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 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

Below are minimum requirements that Proposers will need to meet to have the proposal considered.

*****Please note the maximum total page length for this section is 30 pages.** The Agency Review Committee will not read answers longer than 30 pages in this section.

4.1 Organizational Profile and Experience

- **Organization's Name, Address, and Contact Information:** *The organization's name, type, address, telephone number; and contact information (including a person responsible for the proposal and who can provide additional information as needed and a business authorized official who can enter and amend contractual instruments on behalf of the organization).*
- **Purpose, Mission, Vision, Values:** *An overview of the organization, including but not limited to: the organization's name, mission, vision, and values, including goals, outcomes, or policies.*
- **Relevant Organizational Experience:** *Examples of past program design and implementation experience relevant to the Accelerator, such as:*
 - **Market Hub:** *Experience implementing midstream or other market transformation programs, ideally statewide or at a large scale; experience working with market actors, including manufacturers, distributors, and contractors; experience providing workforce training and related support.*
 - **Innovation Hub:** *Experience implementing innovative pilot and demonstration projects; experience working at the community-level to increase program participation and overcome market barriers; experience engaging community stakeholders in program design and delivery.*

- **Resource Hub:** Experience collecting and disseminating educational and training resources; experience designing and maintaining informational website; experience coordinating with large groups of stakeholders.
- **Program Administration and Reporting:** Experience administering and implementing large-scale projects, such as projects involving incentive processing, collecting and managing energy savings and financial data, federal reporting, overseeing large teams of subcontractors, and/or coordinating complex stakeholder engagement processes.
- **Key Results:** Summarize key results and outcomes for at least three relevant projects, including at least one project that demonstrates a track record transforming a market for energy products or services and at least one project implemented at the community level.
- **Key Staff Experience and Qualifications:** List key staff contributing to the work outlined in Section II.C – Scope of Services and describe the roles that each key staff will play on the project, including subcontractor key personnel. Include a brief description of relevant qualifications, experiences, and certifications for each key staff as attachments. Full resumes can also be included as attachments.
- **Grant Awards/Client References:** Provide a list of at least 3 clients and their associated contact information that DEEP can reach out to for whom the proposer has performed similar services in the last four years, and a brief description of the proposer's role. Additionally, please list any federal grants over \$250,000 in award that have been managed over the last three years, along with any relevant audit findings for each grant description.

4.2 Strategy and Workplan

Strategic approach: Proposers should provide a brief summary (2-4 pages) of their overarching strategic approach and market transformation strategy for the Accelerator. This section of the proposal should explain how the strategy will achieve the key performance measures and incorporate innovative and equitable approaches. It should also highlight any unique elements of the proposer's strategy. A logic model illustrating the market transformation theory of change must be provided as an attachment to the Proposal Submission.

Detailed workplan: Proposals must include a detailed workplan that is responsive to requirements listed in Section II.C – Scope of Services, including:

- **Start Date:** All proposals should include anticipated start dates for the different Accelerator Hubs (Market, Innovation, and Resource) in line with the project timeline. The proposal should identify any "quick launch" projects that might be able to start in Q4 of 2025, prior to the launch of the full Market Hub.
- **Timetable for Implementation:** Proposals should include a Gantt chart or similar summary of key dates for program implementation, including a regulatory reporting schedule for providing DEEP and the Advisory Council updates on the program, as well as providing information and support in drafting the semi-annual reports to EPA on the program.
- **Tasks and Deliverables:** A detailed workplan for performing the tasks and producing the deliverables detailed in Section II.C.3: Service Expectations. The workplan should explain how the proposer will accomplish each task, identify any unique or value-add approaches, and provide dates and timelines for deliverables.
- **Additional Activities:** Proposers should identify any additional or alternative strategies and tasks that would more effectively achieve the program goals and transform the heat pump market in New England.

- **Coordination Plan with Existing Program Implementers and State Designees:** *Proposers should also identify how they will coordinate and work with existing heat pump program implementers and State Designees that will participate in the Accelerator. Proposals must be able to identify how they will coordinate with State Designees and what points in the program will need alignment. Proposals should also identify how they plan to build relationships with existing program implementers to ensure the Accelerator is additive to existing consumer facing programs.*
- **Workforce Strategy:** *Proposals should incorporate a workforce development strategy and explain how the proposer will engage with existing workforce networks and training providers during implementation.*
- **Strategies to Ensure Community Participation:** *Proposals should include strategies to ensure community participation (e.g., language translation, stipends, targeted marketing or workforce training efforts, etc.), including an explanation of how the Market Hub can balance promoting and tracking participation data with establishing streamlined and easy process for distributors.*

4.3 Program Management, Data, and Reporting

- **Organizational Management Plan:** *Explanation for how the proposer plans to organize and staff the work and oversee subcontractors. This should include a personnel organizational chart including any subcontractors.*
- **Tasks and Deliverables:** *A plan for meeting overall Data and Technology Expectations (Section II, C, 4. Data and Technology Expectations) and requirements related to contractor Management Data reporting (Section II, E. Contract Management/ Data Reporting)*
- **Measurable Objectives:** *A plan for tracking and reporting on metrics defined in the reporting measures, as well as proposals for any other measurable objectives that may be appropriate.*
- **Plans for Assessment of Program Success:** *How the organization intends to monitor and address overall client experience participating in the program, as well as how the organization will identify and address any issues that may appear as the program is implemented.*
- **Reporting Plans and Processes:** *A plan and regular reporting schedule for providing DEEP and the Advisory Council updates on the program, as well as providing information and support in drafting the semi-annual reports to EPA on the program as outlined in Section II.E.*

4.4 Budget and Cost Competitiveness

- **Proposed Budget and Line-Item Budget Form:** *Complete the budget Template, Appendix D for each task in Part II. PURPOSE OF RFP AND SCOPE OF SERVICES Section C Scope of Service Description under Section 2. Service Expectations.*
- **Payment Structure:** *Describe the preferred payment structure (e.g., time and materials, performance-based, or hybrid). Include an explanation of the advantages of the proposed payment model.*
- **Annual Budget and Revenues:** *Include the proposer's annual budget and revenues for the past three (3) years. If the proposer is a team, this is only required for the lead or prime organization.*
- **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.*

- **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.*
- **Federal Grants Systems:** *Describe systems and practices for prudently managing federal grants, including reporting and auditing processes.*
- **Potential Subcontractors / Subcontractor Costs and Oversight:** *Include how the organization plans to coordinate with subcontractors.*
- **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 proposer, 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.*

E. ATTACHMENTS

Attachments other than those specified above are not permitted and will not be evaluated. See the *Proposal Checklist* in Appendix C for a list of specified 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.

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."* Proposers must also disclose any similar conflicts of interest with the states of Massachusetts, Maine, Rhode Island or New Hampshire. In addition, Proposers should be familiar with and be prepared to comply with the [EPA's Financial Assistance Conflict of Interest Policy, Amended Grants Policy](#).

H. STATEMENT OF ASSURANCES

Place after Conflict of Interest-Disclosure Statement. 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 Appendix E.

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. Suspension of Debarment.** The Proposer acknowledges and agrees that suspended or debarred contractors, subcontractors, suppliers, materialmen, lessors or other vendors may not submit Proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- 6. 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 DEEP. DEEP may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by DEEP. At its sole discretion, DEEP may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence.** If requested by DEEP, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. DEEP 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, DEEP may also check or contact any reference provided by the proposer.

- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or DEEP or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by DEEP and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

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

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by DEEP.
- 2. Amending or Canceling RFP.** DEEP reserves the right to amend or cancel this RFP on any date and at any time, if DEEP deems it to be necessary, appropriate, or otherwise in the best interests of the State. The purpose of this RFP is to select a contractor to carry out certain tasks in accordance with the EPA Grant Agreement with the State of Connecticut, "Implementation Grants for the New England Heat Pump Accelerator". DEEP reserves the right to modify this RFP in accordance with any changes made to its EPA Grant Agreement.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, DEEP may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** DEEP reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. DEEP may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. DEEP reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Changes to Proposal.** No additions or changes to the original Proposal will be allowed after submittal, except as agreed by the Parties pursuant to Section III B. While additions and changes are not permitted, DEEP reserves the right to request clarifications on the Proposals, which the Proposer must promptly provide, at the Proposer's expense, in order to continue in the RFP process.

- 7. Contract Negotiation.** DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. DEEP further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, DEEP may seek Best and Final Offers (BFO) on cost from proposers. DEEP may set parameters on any BFOs received.
- 8. Clerical Errors in Award.** DEEP reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
- 9. Key Personnel.** When DEEP is the sole funder of a purchased service, DEEP reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. DEEP also reserves the right to approve replacements for key personnel who have terminated employment. DEEP further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by DEEP.
- 10. 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.
- 11. Termination of Contract.** Any contract resulting from this RFP may be terminated whenever DEEP makes a written determination that such determination is in the best interests of the State. This includes, but is not limited to, failure of the administrator to meet the performance metrics set forth in the resulting contract.

E. STATUTORY AND REGULATORY COMPLIANCE

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

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so

identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** Connecticut 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 attached hereto as Appendix F.
- 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 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 bid 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 proposer 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 proposer 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 proposer or vendor refuses to agree to this representation, such proposer 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 proposer 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 DEEP and the State Auditors of Public Accounts at no additional cost.

- 9. Federal terms.** The resulting contract will be funded by EPA and consequently will contain applicable federal terms and conditions. The contract will be subject to controlling federal statutes and regulations, including but not limited to, the Inflation Reduction Act, Pub. Law 117-169; Uniform Grant Guidance at 2 CFR part 200, as amended by 2 CFR part 910 at <http://www.eCFR.gov> and EPA Regulations at 40 CFR parts 1-49, and 2 CFR part 1500; National Policy Requirement in effect on date of the Award at <http://www.nsf.gov/awards/managing/rtr.jsp>; EPA General Terms and Conditions, Terms and Conditions in the EPA Subaward Policy, including Appendices, and CPRG Administrative and Programmatic Conditions applicable to the EPA award to CT DEEP.

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

ASHP	Air Source Heat Pumps
BFO	Best and Final Offer
CBOs	Community Based Organizations
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CPRG	Climate Pollution Reduction Grant
CT	Connecticut
DAS	Department of Administrative Services (CT)
DEEP	Department of Energy and Environmental Protection (CT)
FOIA	Freedom of Information Act (CT)
GSHP	Ground Source Heat Pumps
HPWH	Heat Pump Water Heaters
IRS	Internal Revenue Service (US)
LIDACs	Low-Income and Disadvantaged Communities
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

Definitions:

- **Advisory Council:** The Advisory Council is comprised of coalition State representatives and meets at least once a month. The Advisory Council collaborates with Regional Implementer to develop priorities and guidelines for the Market Hub, Resource Hub, and Innovation Hub. It will also determine the portion of funds to be allocated to the different pillars of the Accelerator.
- **Coalition States:** Coalition states are accountable to DEEP for the proper use of funding and successful project implementation. Each state has selected 2 representatives to serve on an Advisory Council that will oversee implementation and success of the Accelerator. Coalition states will also assist the Regional Administrator and Regional Convener with community and stakeholder outreach and education, collaboration with community representatives, and leverage existing relationships with program implementers, distributors, manufacturers, and contractors in the state to conduct outreach and education on the Accelerator.
- **Community Outreach Group:** The Community Outreach Group supports meaningful community involvement and positions disadvantaged communities to participate in and benefit from the Accelerator. It will collaborate with Advisory Council as needed to further dialogue concerning potential barriers, benefits, and opportunities for broader participation. Members of the Community Outreach Group will be nominated by the Advisory Council and will include at least one representative from manufacturers, distributors, or contractors, and one representative of a community-based organization for each coalition state.
- **Connecticut Department of Energy and Environmental Protection (DEEP or the Agency):** DEEP is the lead applicant for the Accelerator and will be responsible for carrying out the full scope of work and proper financial management of the Accelerator. DEEP also serves as the Chair of the Advisory Council and will oversee the bidding process for both the Regional Implementer and Independent Evaluator.
- **Independent Evaluator:** Independent evaluator to analyze performance data and evaluate the Accelerator program on a regular basis. The Program Evaluator will be selected via a future RFP process and will have a contract with DEEP.
- **Low-Income and Disadvantaged Communities (LIDAC):** The Programmatic Conditions for the one-year report for EPA in DEEP's current Grant Agreement with EPA states that, "the [grant] recipient agrees to report the Climate and Economic Justice Screening Tool (CEJST) Census tract IDs or the EPA's EJScreen Census block group IDs for areas affected by GHG reduction measures, consistent with the EPA's definition of low-income and disadvantaged communities for the CPRG program."
- **Proposer:** An entity that submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with Respondent throughout the RFP.
- **prospective proposer:** An entity that may submit a proposal to the Agency in response to this RFP, but has not yet done so.

- **Regional Convener:** Facilitates the stakeholder process, including convening the Advisory Council and Community Outreach Group. Supports development and implementation of the Accelerator, including supporting the RFP and onboarding process for Regional Implementer, providing ongoing program advisement, and assisting DEEP with semiannual reports for EPA. Northeast Energy Efficiency Partnerships (NEEP) will serve as the Regional Convener, under contract to DEEP, with additional support being provided by Northeast States for Coordinated Air Use Management (NESCAUM).
- **Regional Implementer:** Plans for, executes, and implements the Accelerator, and is to be selected through this RFP process. The Regional Implementer will be responsible for: development of performance measures, overseeing the Market Hub, Innovation Hub, and Resource Hub; providing and reporting data to CT DEEP and the Advisory Council, and collaborating with the Advisory Council to develop the Resource Hub and identify projects for the Innovation Hub.
- **State-Designated Implementer or Designee:** State-level implementer appointed by a coalition state to implement the Accelerator's Market and coordinate on implementation of the Innovation Hubs in that state. Funding for any state-designated implementers will be administered via subcontract with the Regional Implementer. Efficiency Maine Trust will serve as the State-Designated Implementer for the Market Hub in Maine. No other states will utilize a state-designated implementer.
- **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 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 States of CT, MA, ME, RI or NH 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. This is a tool for proposers to use 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. It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Key Dates

<u>Procurement Timetable</u>		
The Agency reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	RFP Released	February 28, 2025
2	Bidders Conference and Questions Due	March 10 and 11, 2025
3	Question Answers Provided	March 21, 2025
4	RFP Due Date	April 4, 2025 <u>April 10, 2025</u>
5	Regional Implementer Selected and Contract Negotiations Began*	April <u>May/June</u> 2025
6	Contract Finalized*	June <u>July</u> 2025
7	Accelerator Launch*	September <u>October</u> 2025

* indicates non-binding target dates

Registration Link for Pre-bid Conference:

Zoom Link for Virtual Conference: <https://neep-org.zoom.us/join/SPNZqRPNSIKtoDhTzjCscQ>

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

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

Proposal Content Checklist

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

- ☐ **Main proposal body answering all questions with relevant attachments.**
Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification. Additional attachments may include
 - Staffing plan with FTE status
 - Agency and program organizational chart detailing reporting structure
 - Staff resumes and applicable licensures
 - Market Transformation Logic Model
 - Stakeholder Engagement Plan
 - Written financial policies and procedures
- ☐ **IRS Determination Letter** (for nonprofit proposers)
- ☐ **Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than two years. *Agencies may swap in use of EARS system if applicable.*
- ☐ **Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
- ☐ **Conflict of Interest Disclosure Statement**
- ☐ **Statement of Assurances**

Formatting Checklist

- ☐ Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- ☐ 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)?

D. BUDGET TEMPLATE

Service Expectations		Budgeted Amount					
2.1 Cross-Cutting Activities		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
	2.1(a) - Accelerator start-up and market transformation plan						
	2.1(b) - Program administration and budget management						
	2.1(c) - Disbursement of funds and flow-down funding						
	2.1(d) - Stakeholder engagement						
	2.1(e) - Program evaluation support						
	2.1(f) - Reporting requirements						
	2.1(g) - Program transition and sharing of best practices						
	2.1(h) - Following federal labor standards						
TOTAL 2.1 CROSS-CUTTING ACTIVITIES							
2.2 Market Hub		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
	2.2 (a) - Program plan						
	2.2 (b) - Equipment eligibility requirements						
	2.2 (c) - Alignment with State Designees						
	2.2 (d) - Coordination and communication with existing program implementers and installation contractors.						
	2.2 (e) - Manufacturer and distributor support						
	2.2 (f) - Invoicing and incentive processing						
	2.2 (g) - Savings reporting						
	2.2 (h) - Data collection						

	2.2 (i) - Workforce training						
	TOTAL 2.2 MARKET HUB ACTIVITIES						
	2.3 Innovation Hub	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
	2.3 (a) - Program plan						
	2.3 (b) - Outreach and engagement						
	2.3 (c) - Project solicitation						
	2.3 (d) - Project oversight						
	2.3 (e) - Substantive expertise						
	TOTAL 2.3 INOVATION HUB ACTIVITIES						
	2.4 Resource Hub	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
	2.4 (a) - Program plan						
	2.4 (b) - Website and data hub development						
	2.4 (c) - Collection, creation, and dissemination of educational resources						
	2.4 (d) - LIDAC engagement and resources						
	2.4 (e) - Identification of lessons learned and opportunities for scaling						
	TOTAL 2.4 RESOURCE HUB ACTIVITIES						
		<u>Yr 1</u>	<u>Yr 2</u>	<u>Yr 3</u>	<u>Yr 4</u>	<u>Yr 5</u>	<u>Total</u>
	Administrative Costs						
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
	TOTAL FUNDING						

E. SAMPLE CONTRACTPERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 07/01/2024 (DEEP Electronic Format)Enter the Program Name or delete text here
(Enter Title of the Agreement)STATE OF CONNECTICUT - DEPARTMENT OF
ENERGY AND ENVIRONMENTAL PROTECTIONCHECK ONE:
☐ GRANT
☐ PERSONAL SERVICE AGREEMENT

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

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

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

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

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
	Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of ____ pages numbered A-1 through A-____ inclusive. Standard Terms and Conditions are contained in Pages 2 through 17 and are attached hereto and made a part hereof.

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

(11) OBLIGATED AMOUNT	
-----------------------	--

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

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

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

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

STANDARD TERMS AND CONDITIONS (Rev.7/01/24)**1. Definitions:**

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

2. Audit Requirements.

- (a) For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable, and the Contractor shall provide EPA, EPA Office of Inspector General (OIG), the State, and their auditors access to its records, financial statements and personnel pursuant to EPA General Terms and Conditions, Terms 19 Audit Requirements and 52, Access to Records and so that the state and federal auditors may verify compliance with 2 CFR 200.332 as well as 2 CFR Part

200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements. Examples of records include: (1) Subrecipient financial statements and reports; (2) Programmatic reports including information on environmental results; (3) Audit findings. The Contractor agrees to notify DEEP and the EPA Project Officer within thirty (30) days of the submission of the Contractor's Single Audit to the Federal Audit Clearinghouse's Internet Data Entry System. This paragraph shall survive the termination of the Contract.

- (b) The Contractor shall provide any documentation requested by DEEP, and otherwise assist DEEP in any reasonable manner when the EPA conducts random reviews of DEEP to protect against waste, fraud, and abuse. As part of this process, DEEP, or its authorized representatives may request documentation from the Contractor to verify statements made in its proposal, information used in DEEP's application to EPA if applicable, and reporting documents. If DEEP is selected for advanced monitoring, including a potential site visit to confirm project details, the Contractor shall provide all documents requested by DEEP to confirm that the project is completed as agreed upon, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements. The Contractor shall comply with site visit requests and recordkeeping requirements and must supply DEEP or the EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant application or other enforcement action.
3. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor. This term is in addition to, and not a substitution for, Federal Whistleblower Protections pursuant to EPA General Terms and Conditions, Term 51, 41 USC 4712 and 2 CFR 200.217.
4. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000.00) between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records.

The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement Contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the Parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) DEEP and EPA will measure sufficient progress by monitoring the performance required by the terms and conditions of this Contract, including the tasks and milestones set forth on Appendix A. DEEP may terminate this Contract if EPA terminates the Climate Pollution Reduction Grants - Heat Pump Coalition Grant Agreement for any reason. Consistent with 2 CFR 200.340, EPA or DEEP may unilaterally terminate this award in whole or in part if:
 - 1. the Contractor fails to comply with the terms and conditions of the Award including failure to ensure reasonable completion of the project within the project period and compliance with statutory or regulatory requirements; or
 - 2. EPA terminates the Award to DEEP because the Award no longer effectuates the program goals or EPA priorities. Situations in which EPA or DEEP may terminate an award under this provision include when:
 - i. EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;
 - ii. EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;
 - iii. EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.
 - iv. EPA terminates the Grant Award, based on the withdrawal of a coalition member that EPA deems to fundamentally alter the project or jeopardizes the project's success.
 - (i) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DEEP.
7. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent (10%) of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to §12-411b.
 - (d) This Contract is subject to Term 36 of the EPA General Terms and Conditions, Tangible Personal Property and the Programmatic Conditions of the Award, Section H.
8. Indemnification.
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide: (1) a certificate of insurance; (2) the declaration page; and, (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part hereof as if the summary had been fully set forth herein; (b) the Contractor represents that the chief executive officer or authorized signatory of this Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of

state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

12. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law. This Contract is also subject to the U.S. Freedom of Information Act, and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. The EPA recommends reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR 2.203. (Review EPA clause IV. a, Confidential Business Information, under EPA Solicitation Clauses (<https://www.epa.gov/grants/epa-solicitation-clauses>)). The EPA may make publicly available on the EPA's website or another public

website copies or portions of CPRG grant project information. The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted project photos, including use in program materials.

13. Protection of Confidential Information.

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

14. Executive Orders and Other Enactments.

- (a) All references in this Contract to any federal, state, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;

- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - (5) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "Marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
 - (9) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise; (ii) who have the power to direct the management and policies of the enterprise; and, (iii) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and,
 - (10) "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is: (i) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract; (ii) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267; (iii) the federal government; (iv) a foreign government; or (v) an agency of a subdivision, state or government described in the immediately preceding enumerated items (i), (ii), (iii), or (iv).
- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
 - (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training;

- technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and, (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (1) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (2) signing this Contract, or (3) initialing this nondiscrimination affirmation in the following box: ☐
 - (j) The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, Part III of Executive Order No. 11246 (September 24, 1965) as amended, the access and nondiscrimination requirements in EPA General Terms and Conditions Terms 32 Electronic and Information Technology Accessibility and 41 Civil Rights Obligations, 40 CFR part 5 and 7, 2 CFR 200.300, and other applicable federal regulations prohibiting discrimination in federal financial assistance programs. In accordance with Executive Order 13166 (July 8, 2002), the Contractor acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The Contractor must be prepared to demonstrate to DEEP or EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. The Contractor shall ensure that subawards or subcontracts are not conditioned in a manner that would disadvantage applicants based on their religious character.
16. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statutes § 35-24, *et seq.*, including

- but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the Parties.
17. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
 18. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 19. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 20. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 21. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 22. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 23. Third Party Participation. This Contract is federally funded, and therefore procurement, subcontracts and subgrants shall be governed by the applicable EPA General Terms and Conditions, EPA's Subaward Policy, the Special Terms and Conditions of the EPA award to CT DEEP, Grant Number (FAIN): 00A01474, and the regulations at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, as updated by EPA General Terms and Conditions Term 27, Utilization of Disadvantaged Business Enterprises. The Contractor shall advise the Commissioner of the proposed subcontractor and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this Contract. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies, the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 24. Disadvantaged Business Enterprise. The Contractor shall comply with EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" setting forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.
 25. Procurement, Operation and Management of Materials, Supplies, Equipment and Devices. The Contractor must have and use documented procurement procedures for the procurement of materials and supplies, consistent with State, local, and federal laws and regulations and the standards of 2 CFR 200 for the acquisition of property or services. The Contractor's documented procurement procedures are subject to review and approval by DEEP and must conform to the procurement standards identified in §§ 200.317 through 200.327, EPA General Terms and Conditions, EPA's Subaward Policy, Section H of the Administrative and Programmatic Conditions of the EPA award to CT DEEP, Grant Number (FAIN) 5E- 00A01474, incorporated herein. The Contractor shall comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, as updated by EPA General Terms and Conditions Term 27, Utilization of Disadvantaged Business Enterprises.

26. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
27. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Department's Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
28. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
29. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
30. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work; furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees; and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the state.
31. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
32. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
33. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
34. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (a) That no gifts were made by (1) the Contractor, (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (3) 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;
 - (b) 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
 - (c) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
35. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the state agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the

promise of a gift, compensation, fraud or inappropriate influence from any person.

36. Consulting and Management Fees. The Contractor is subject to the limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the EPA General Condition 7 entitled "Consultant Cap", and EPA's prohibition on paying management fees as set forth in EPA General Condition entitled "Management Fees."
37. Access to Contract and State Data. The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. § 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost. In addition, The Contractor shall provide access to all relevant data requested by DEEP, and otherwise cooperate as requested by DEEP to enable DEEP to comply with EPA General Terms and Condition Term 52, Access to Records, and 2 CFR 337. The Contractor shall provide all required data one week in advance of due dates for DEEP compliance with EPA deadlines as set forth in the Terms and Conditions.
38. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
39. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.
40. Incorporation by Reference. The following are incorporated by reference and made a part hereof as if fully set forth herein:
- (a) Inflation Reduction Act, Pub. Law 117-169;
 - (b) Uniform Grant Guidance at 2 CFR part 200, as amended by 2 CFR part 910 at <http://www.eCFR.gov> and EPA Regulations at 40 CFR parts 1-49, and 2 CFR part 1500;
 - (c) National Policy Requirement in effect on date of the Award at <http://www.nsf.gov/awards/managing/rtc.isp>.
 - (d) EPA General Terms and Conditions, Terms and Conditions in the EPA Subaward Policy, including Appendices, and CPRG Administrative and Programmatic Conditions applicable to the EPA award to CT DEEP, Climate Pollution Reduction Grants - Heat Pump Coalition Grant, Grant Number (FAIN): 00A01474 dated October 3, 2024, CFDA is 66.046, in the amount of \$450,000,000, (the Award) with Attachments, which terms the Contractor acknowledges it has reviewed, to the extent applicable to this Contract and not otherwise specifically addressed herein. For purposes of said Terms and Conditions, the rights conferred on the EPA shall be shared by DEEP and the term "Recipient" shall mean the Contractor when to do so would be consistent with the obligations created by the term or condition.
 - (e) Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part hereof and this Agreement shall be read and enforced as though such provisions were incorporated in their entirety herein. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Agreement to those statutes and regulations.
41. Flow Down Requirements. The Contractor shall apply the terms and conditions of this Contract as required by 2 CFR 200.101, and the terms required by 2 CFR 200.327 to subcontractors as applicable, and require their strict compliance therewith. The Contractor shall incorporate all applicable "flow down" requirements imposed on the Contractor in this Contract to all subcontracts, to ensure that the EPA Award is used in accordance with Federal statutes, regulations and the terms of the EPA Award. The Contractor is accountable to DEEP for compliance with Federal requirements. In addition to other flow-down requirements set forth herein, the following Environmental Authorities shall flow down:
- (a) National Environmental Policy Act and regulations at 40 CFR Part 6;
 - (b) Executive Order 12898 (1994);
 - (c) National Historic Preservation Act. The Contractor shall be available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA;
 - (d) Archeological and Historic Preservation Act. The Contractor shall notify DEEP if the AHPA is triggered;
 - (e) Protection of Wetlands, Executive Order 11990 (1973), as amended (new construction);
 - (f) Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015); If work performed hereunder is in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance, the Contractor shall notify DEEP and work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains;

- (g) Farmland Protection Policy Act. The Contractor shall notify DEEP and work with EPA or NRCS, as appropriate, to ensure compliance;
 - (h) Coastal Zone Management Act. The Contractor shall, when applicable, consult directly with the state Coastal Zone Management agency during the planning stages to ensure that any work performed hereunder is consistent with the state's coastal zone management plan;
 - (i) Coastal Barriers Resources Act;
 - (j) Wild and Scenic Rivers Act;
 - (k) Endangered Species Act (ESA). The Contractor shall notify DEEP, and coordinate with EPA to ensure consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402 occurs when any work performed hereunder are likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, or "may affect" ESA-protected species or critical habitat;
 - (l) Magnuson-Stevens Fisheries Conservation and Management Act. If any action taken hereunder may adversely affect Essential Fish Habitats (EFH), the Contractor shall complete an EFH consultation with The National Marine Fisheries Service;
 - (m) Clean Air Conformity Act. If any activity undertaken hereunder is within a non-attainment or maintenance area, the Contractor shall consult with the state air program to determine conformity; and
 - (n) Safe Drinking Water Act. The Contractor shall contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the Contractor, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the Contractor, in consultation with ground water officials, shall elect an alternative site or devise adequate mitigating measures.
42. **Compliance.** The Contractor is required to comply with applicable federal, state, and local laws and regulations for all work performed under this Contract. The Contractor is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Contract.
43. **Build America, Buy America.** Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Buy America Preference. The Contractor, as a recipient of an award of federal financial assistance from a program for infrastructure, is hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
- (a) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (c) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.
- Incorporation into an infrastructure project.** The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- Categorization of articles, materials, and supplies.** An article, material, or supply should only be classified into one of the following categories:
- (1) Iron or steel products;
 - (2) Manufactured products;
 - (3) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.
- Application of the Buy America Preference by category.** An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.
- Determining the cost of components for manufactured products.** In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

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

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

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

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

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

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

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

44. **Prevailing wages.** The Contractor acknowledges that by entering into this Contract, funded by an Environmental Protection Agency assistance agreement (grant), the Contractor agrees to comply with the terms and conditions in [29 CFR 5.5](#), if this Contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000, and the terms provided in the DBRA Requirements for EPA Subrecipients under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).
45. **Obtaining a Unique Entity ID (UEI), and registration in the System for Award Management (SAM).** The Contractor shall obtain a UEI number and provide said number to DEEP. If required by 2 CFR 25 or the Award, the Contractor shall complete the full register in SAM. Additional information about obtaining a UEI number and registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov/SAM/>).
46. **Debarment and Suspension.** By executing this Contract, the Contractor certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. The Contractor acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to DEEP may result in the amendment or termination of this Contract and may result in suspension and debarment. The Contractor may determine if an entity

- or individual is presently excluded or disqualified by checking the SAM.gov exclusion list at <https://sam.gov/SAM/>. Suspended or debarred parties may not receive subcontracts under this Contract in excess of \$25,000 at any tier under 2 CFR 1532.220, or contracts requiring EPA approval under CFR 180.220. EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards at 2 CFR 1532.995. The Contractor shall include this term in all subcontracts and require strict compliance therewith.
47. Indirect Cost Rate. The Contractor shall provide a copy of its federal indirect cost rate agreement, and all updated agreements throughout the term of the Contract to DEEP. If the Contractor does not have a negotiated indirect costs rate, it shall invoice DEEP for indirect costs at the federal de minimis rate.
48. Reporting of Total Compensation of Subrecipient Executives. The Contractor shall provide the necessary information to allow the State to be in compliance with EPA General Term 15 and the terms and conditions of the Award.
- (a) The State is required to report the names and total compensation of the Contractor's five most highly compensated executives for the Contractor's preceding completed fiscal year, if:
- (1) In the Contractor's preceding fiscal year, the Contractor received:
- (i) Eighty percent (80%) or more of its annual gross revenues from federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.300 (and subawards); and
- (ii) Twenty-five million dollars (\$25,000,000.00) or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- (2) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- (b) If required, the State must report the Contractor's executive total compensation by the end of the month following the month during which the State and the Contractor enter into this Contract. For example, if this Contract is fully executed on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the State must report any required compensation information of the subrecipient by November 30 of that year.
49. Financial Conflicts of Interest. The Contractor must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (COI) with respect to all projects for which EPA and DEEP funding is sought or received as required by 2 CFR 200.112. When requested, the Contractor must promptly make information available to DEEP and the EPA Contracting Officer relating to any disclosure of financial interests and the Contractor's review of, and response to, such disclosure, whether the disclosure resulted in the Contractor's determination of an COI. The Contractor shall include this term in all subcontracts, and is responsible for ensuring subcontractors' compliance with this term and reporting identified financial conflicts of interest for the subcontract to DEEP and the EPA Contracting Officer.
50. Anti-Lobbying. The Contractor shall submit required certification and forms in accordance with the EPA General Terms and Conditions Term 44, Lobbying Restrictions and 40 CFR 34. By executing this Contract, the Contractor also certifies that it has filed the required certification under 31 U.S.C. 1352 and confirms that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor shall disclose to DEEP any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The Contractor shall require the same disclosures from its subcontractors and shall share said disclosures with DEEP.
51. Data Protection. The Contractor shall not submit information or data directly to the EPA. The Contractor shall submit any data or information necessary for the implementation of the Project to DEEP for submission to the EPA. In the event that during the term of this Agreement the Parties and EPA determine that the Contractor should transfer data directly to EPA, then in accordance with the Award Programmatic Conditions Section F, Cybersecurity Condition (b)(2), if the Contractor's network or information system is connected to EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange, the Contractor shall cooperate with DEEP and EPA to allow the EPA to ensure that any connections between the Contractor's network or information system and EPA networks used by the Contractor to transfer data under this agreement, are secure.
52. Clean Air and Clean Water Acts.
- (a) The Contractor shall comply with the statutory requirements of Section 134 of the Clean Air Act, subject to civil administrative penalties through an EPA administrative enforcement action, civil penalties and/or injunctive relief through a civil judicial enforcement action by the U.S. Department of Justice (DOJ), or criminal penalties through a DOJ criminal judicial enforcement action. Should DEEP be penalized due to the Contractor making false claims or statements to DEEP or the EPA, the Contractor shall pay any resulting penalty or reimburse DEEP for the same. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor shall include this term in all subcontracts in excess of one hundred fifty thousand dollars (\$150,000). Violations must be reported to the Regional Office of the EPA.

- (b) This Contractor is subject to Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), which prohibits performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. The Contractor is required to check SAM, to determine if subcontractors or facilities that will be used to perform any work under this Contract are listed in SAM.
53. Foreign Entity of Concern. The Contractor shall not directly transfer EPA funds through a subaward, subcontract, or participant support costs to a foreign entity of concern (FEOC). For purposes of this Contract, FEOCs include foreign entities that are owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country that is a covered nation as defined by Congress in Section 40207 of the Infrastructure Investment and Jobs Act. The EPA uses the proposed interpretive rule from the U.S. Department of Energy (DOE) to provide additional guidance in determining FEOCs. See 88 Fed. Reg. 84,082 (Dec. 4, 2023). If DOE finalizes an interpretive rule that differs in material respects from the proposal, DEEP may amend this Contract accordingly. Additionally, the Contractor shall develop and implement internal controls that ensure EPA funds are not directly transferred to FEOCs, including through subawards, subcontractors, and participant support costs.
54. Climate Resilience. To the extent practicable, the Contractor shall incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan. The Contractor shall provide DEEP with details regarding its efforts to comply with this paragraph upon request by DEEP.
55. Retention / Required Documentation. In accordance with 2 CFR 200.334, the Contractor shall retain all federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three (3) years from the date of submission of the final financial report. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three (3) year period. Examples of the required records include: (a) time and attendance records and supporting documentation; and (b) documentation of compliance with statutes and regulations that apply to the project. In accordance with 2 CFR 200.337, the EPA, the Inspector General, the Comptroller General, and DEEP, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained. If the demonstration projects or activities, device and/or the device components are to be sold, the Contractor shall comply with applicable program income requirements.
56. Health and Safety Plan. Before beginning field work, the Contractor shall have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by EPA. This plan need not be submitted to DEEP or the EPA but must be made available to DEEP and the EPA upon request. The Contractor's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, entitled "Hazardous Waste Operations and Emergency Response."
57. Copyrighted Material and Data. In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Contract for federal purposes. Examples of a federal purpose include but are not limited to: (a) Use by EPA and other federal employees for official government purposes; (b) Use by Federal contractors performing specific tasks for [i.e., authorized by] the government; (c) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (d) Reproduction of documents for inclusion in federal depositories; (e) Use by state, tribal and local governments that carry out delegated federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (f) Limited use by other grantees to carry out federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data. Under Item 6, the Contractor acknowledges that EPA may authorize a grantee(s) to use the copyrighted works or other data developed under this Contract as a result of: the selection of a grantee by EPA to perform a project that will involve the use of the copyrighted works or other data, or Termination or expiration of the Award or this Contract. In addition, EPA may authorize a grantee to use copyrighted works or other data developed with Agency funds provided under this Contract to perform another grant when such use promotes efficient and effective use of federal grant funds.
58. Patents and Inventions. Rights to inventions made under this Contract are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212. Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Contractor. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the Contractor must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The Contractor shall notify DEEP and the Project Officer identified on the Award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none. In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into

cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

59. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. By accepting this award, the Contractor represents that it is not a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding twenty four (24) months.
60. Scientific Integrity Terms and Conditions. In accordance with EPA General Terms and Conditions, Term 39, the Contractor shall comply with the EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity> when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The Contractor shall conduct all scientific activities in compliance with the EPA Term, relative to Scientific Products, Scientific Findings, and Scientific Misconduct. For more information about the Scientific Integrity Policy, an introductory video can be accessed at: <https://youtu.be/FQJCy8BXXq8>. A training video is available at: <https://youtu.be/Zc0T7fooot8>.
61. Required Certifications and Consequences of Fraud. As outlined in 2 CFR 200.415(b), subrecipients of all tiers under the federal award must certify to DEEP whenever applying for funds, requesting payment, and submitting financial reports as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." The certifications must be maintained in accordance with the record retention requirements at 2 CFR 200.334.
62. Closeout Agreement. In accordance with 2 CFR 200.307, 2 CFR 1500.8 and EPA General Terms and Conditions, Term 20, the Contractor will cooperate with DEEP in preparing a post-closeout program strategy if applicable, as requested by DEEP, including amending this Contract or entering into a post-award agreement relative to Program Income. This paragraph shall survive the termination of this Contract.

APPENDIX A
SCOPE OF WORK

Purpose: To . . .

Description: The Contractor agrees to conduct a project titled:

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

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

5. ADA Publication Statement:

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

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

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

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

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

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

least two weeks prior to any agency hearing, program or event.

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

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

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

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

Department of Energy and Environmental Protection
Insert Division Name
Insert Program Coordinator Title
10 Franklin Square
New Britain, CT 06051

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

DEEP
Insert Name of Bureau Staff
Insert Title
10 Franklin Square
New Britain, CT 06051

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.

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

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

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

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

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

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

SAMPLE

APPENDIX B
SCHEDULE OF PAYMENTS

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

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

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by EPA for the purpose of the X Program and the availability of future-year budget authority.
- b. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit with its project status report the cause and what if any impact there is to the approved budget and/or Project schedule.
- c. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.
- d. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection by check made payable to the "Treasurer -State of Connecticut" within 90 days of the Contract expiration date.



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

Please note: A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates *for a period of four years prior* to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, *in the previous four years*, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at <https://seec.ct.gov/Portal/SCCB/FAQs>.



PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to “State Contractor and Lobbyist Provisions.”

DEFINITIONS

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

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

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



DEFINITIONS (CONTINUED)

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

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

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

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

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

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

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