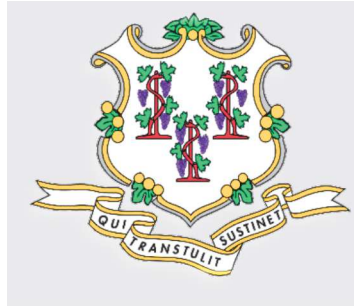


STATE OF CONNECTICUT PROCUREMENT NOTICE**Request for Proposals (RFP)**

For Small Multi-Unit and Multifamily
Weatherization Assistance Program (WAP)
Service Providers

Issued By:

The Department of Energy and
Environmental Protection (DEEP)

5/25/2026

The Request For Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for The Department of Energy and Environmental Protection <https://portal.ct.gov/DAS/CTSource/BidBoard> on DEEP's website [here](#).

RESPONSES MUST BE RECEIVED NO LATER THAN
June 30, 2026, at 4:00 PM EDT

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

DEEP reserves the right to reject any and all submissions or cancel this procurement at any time if federal funding is modified or terminated, or if deemed in the best interest of the State of Connecticut.

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I. GENERAL INFORMATION

■ A. INTRODUCTION

- 1. RFP Name and Number.** Multifamily Weatherization Assistance Program Service Provider. Solicitation #DEEP-2026-015-SW.
- 2. RFP Summary.** DEEP will use the results of this RFP to select one or more qualified Service Providers for the Connecticut Weatherization Assistance Program (CT WAP) for servicing small multi-unit (2-4 units) (the Small Multi-Unit Program) and multifamily housing (5+units) (the Multifamily Program) (collectively, the CT WAP Small Multi-Unit and Multifamily Programs).
- 3. RFP Purpose.** DEEP will use the results of this RFP to select one or more qualified Service Providers for the CT WAP Small Multi-Unit and Multifamily Programs. The Service Provider(s) will be selected through the process required by state and federal laws, regulations, and procurement practices. Pursuant to the Code of Federal Regulations 10 C.F.R. 440.15, Service Provider(s) must be a Community Action Agency or other public or nonprofit entity.

The purpose of the federally funded WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons or to provide such persons renewable energy systems or technologies, reduce their total residential expenditures, and improve their health and safety, especially low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden.

DEEP intends to select one or more Service Provider(s) for the CT WAP Small Multi-Unit and Multifamily Programs for contract with an initial term of three (3) years, contingent in part upon the outcomes of periodic performance evaluations. Demonstrated capacity to provide services on a long-term and ongoing basis is looked upon favorably in the review process to ensure continuity of services between federal grant cycles. Respondents may submit proposals for one or both of the Programs.

- 4. Commodity Codes.** The services that DEEP wishes to procure through this RFP are as follows:
 - 80000000: Management and Business Professionals and Administrative Services
 - 83000000: Public Utilities and Public Sector Related Services

■ B. INSTRUCTIONS

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

Direct communications to:

E-Mail: DEEP.EnergyBureau@ct.gov
Address: Bureau of Energy and Technology Policy
10 Franklin Square, New Britain, CT 06051
Phone: 860-827-2668

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from DEEP.EnergyBureau@ct.gov.

- 2. Registering with State Contracting Portal.** Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Once registered, enter the appropriate response to the following:

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable

- 2a. Complete the Following Form and Upload to CTSource.** Respondents must complete and submit the following form pertaining to this proposal to their supplier portal on CTSource, which will be checked by the Agency contact. This must be done for this proposal, even if you have submitted this form with past submission(s). If you need guidance on uploading forms to your supplier portal, please review the [Registration and Portal User Guide](#).

- 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:

- DEEP's [Weatherization Webpage](#)
- State Contracting Portal (go to CTsource bid board, filter by "Department of Energy and Environmental Protection")
<https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any respondent or prospective respondent interested in this procurement check the Bid Board for any solicitation changes. Interested respondents may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP. Respondents are advised to check the Documents/References links in Section B of the Appendix to review information relevant to each of the Multifamily Programs.

- 4. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). DEEP may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, DEEP's RFP Web Page.

- RFP Released: May 25, 2026
- RFP Conference: June 1, 2026, 1:00pm to 3:00pm EDT
- Deadline for Questions: June 15, 2026, at 5:00 PM EDT
- Answers Released: June 22, 2026

- Proposals Due: June 30, 2026, at 4:00 PM EDT
- (*) Proposal Selection: TBD
- (*) Start of Contract Negotiations: TBD
- (*) Start of Contract: TBD

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

Small Multi-Unit Program (2-4 units)

- Total Service Provider Funding Available: Approximately \$7.2 million each Program Year
- Number of Awards: Up to two (2) (would split funding accordingly)
- Contract Cost: Approximately \$21.8 million
- Contract Term: Three years, PY26-PY28
- Funding Source: US Department of Energy, IIJA

Multifamily Program (5+ units)

- Total Service Provider Funding Available: Approximately \$4.8 million each Program Year
- Number of Awards: One (1)
- Contract Cost: Approximately \$14.5 million
- Contract Term: Three years, PY26 – PY28
- Funding Source: US Department of Energy, IIJA

6. Eligibility. Pursuant to the Code of Federal Regulations [10 C.F.R. 440.15](#), Service Provider(s) must be a Community Action Agency or other public or nonprofit entity.

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

- Capacity to complete and undertake the program activities as reflected in the CT WAP Operations Manual (See Documents/References in Section B of the Appendix);
- Knowledge of the current CT WAP State Plan;
- Relevant experience and performance in weatherization, energy efficiency retrofits, housing renovation activities or related experience;
- Ability to serve all residents equally across the Region(s) awarded;
- Experience in assisting low-income persons in the area(s) to be served;
- Capacity to undertake a timely and effective weatherization program;
- A realistic plan to obtain the required equipment, workforce, and training, as indicated in the current CT WAP State Plan, within 60 days of contract execution;
- A clear understanding of the Uniform Administrative Guidance for this grant as outlined in [Title 2 of the Code of Federal Regulations Part 200 \[2 C.F.R. 200\] and 10 CFR 440](#);
- Ability to collect and share all program data in a timely manner utilizing the systems designated and as required by DEEP; and
- Provide a complete and responsive proposal to this RFP.

Proposals that fail to follow instructions, satisfy these minimum qualifications, or meet the submission requirements of this RFP will not be reviewed further. DEEP will reject any proposal that deviates significantly from the requirements of this RFP.

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

DEEP will release the answers to questions on the date(s) established in the Procurement Schedule. DEEP will publish any and all amendments to this RFP on the State Contracting Portal and on DEEP's [Webpage](#). At its discretion, DEEP may distribute any amendments to this RFP to prospective respondents who attended the RFP Conference.

10. RFP Conference. A virtual RFP conference will be held to answer questions on June 1, 2026, from 1:00pm to 3:00pm EDT. Attendance at the conference is optional. At the conference, attendees will be provided with an opportunity to submit written and verbal questions, which DEEP's representatives may (or may not) answer at the conference. Any oral answers given at the conference by DEEP's representatives are tentative and not binding on DEEP. All questions submitted will be answered in a written amendment to this RFP, which will serve as DEEP'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 noted as such. DEEP will release the amendment on the date established in the Procurement Schedule. DEEP will publish any and all amendments to this RFP on the State Contracting Portal and on DEEP's [Webpage](#). Register for the RFP Conference [here](#).

11. Proposal Due Date and Time. Proposals must be received by DEEP on or before the due date and time: **June 30, 2026, at 4:00 PM ET.**

Proposals received after the due date and time will be ineligible and will not be evaluated. DEEP will send a notification alerting late respondents of ineligibility.

An acceptable submission must include the following:

- One (1) conforming electronic copy of the original proposal.
The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.
Respondents must submit all proposals through the DAS State Contracting Portal (CT Source) which can be accessed here:
<https://portal.ct.gov/DAS/CTSource/CTSource>.

- 12. Multiple Proposals.** The submission of multiple proposals is an option for this Procurement. A respondent may submit a proposal individually and an additional proposal as part of a team. For example, an entity may submit a proposal to provide services to an individual service region and may also submit a proposal as part of a team providing services statewide. Respondents may submit separate proposals for the Small Multi-Unit Program (2-4 units) and Multifamily Program (5+ units), if desired. Each proposal should clearly identify the lead applicant and proposed team. Respondents must demonstrate the capacity to provide quality services within each proposal. For those respondents who have previously received funding through DEEP, past performance will be a factor considered in the evaluation process.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

■ A. AGENCY OVERVIEW

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

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

The DOE WAP was implemented to increase the energy efficiency of dwellings owned or occupied by low-income persons or to provide such persons renewable energy systems or technologies, reduce their total residential expenditures, and improve their health and safety, especially low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden (6% or more of annual income spent on energy utilities).

DEEP is the Grantee of WAP in the State of Connecticut and seeks to contract with selected Service Provider(s) to implement the programs and provide weatherization services to low-income households in multifamily buildings as part of the Connecticut WAP, in accordance with federal and state policies.

■ B. SERVICE OVERVIEW

The purpose of this RFP is to solicit proposals from qualified Service Provider(s) capable of administering the Multifamily WAP Programs in Connecticut within the defined service territories (see map in Exhibit A on p. 41).

As stipulated in DOE regulations, the Connecticut WAP contracts with local Service Provider(s) throughout the state who are responsible for delivering weatherization services in their assigned territories. **All Service Provider(s) must be a community action agency, or other public or nonprofit entity.**

Weatherization services are requested for these two Programs:

- 1. Small Multi-Unit Program (2-4 units):** Services will be delivered to **small multi-unit housing (2-4 units)** within **two service regions**. Respondents may submit

proposals for one of the two Regions or the entire state. DEEP intends to select either one Service Provider for the state or two Service Providers, one for each Region. The Program will be funded by the DOE IIJA grant award made to Connecticut. Multifamily weatherization will be conducted in accordance with federal and state law, DOE Weatherization Program Notices and Memorandums, and CT WAP guidance.

2. **Multifamily Program (5+ units):** DEEP intends to select one (1) Service Provider to deliver services to **multifamily housing (5+ units) state-wide**. The Program will be funded by the DOE IIJA grant award made to Connecticut. Multifamily weatherization will be conducted in accordance with federal and state law, DOE Weatherization Program Notices and Memorandums, and CT WAP guidance.
3. **Respondents may apply to serve either Small Multi-Unit (2-4 units), Multifamily (5+units), or both programs.**

Connecticut WAP will focus outreach efforts in areas of the State which are determined to be HUD Qualified Census Tracts. Selected Service Provider(s) will be required to serve an entire Region, as shown on Exhibit A, p. 41, and shall not discriminate on the basis of location. Additionally, selected Service Provider(s) shall follow the DOE WAP prioritization guidance when scheduling clients for service.

All proposals must include all required forms listed in Section IV of this RFP, the Attachments listed in Section D of the Appendix, and a complete proposal which contains all of the information outlined in Section II (Subsection C, Scope of Services Description).

Qualifications: Service Provider(s) will be selected through the process required by state and federal laws, regulations, and procurement practices. **All Service Provider(s) must be a community action agency or other public or nonprofit entity.**

- Service Provider selection is outlined in the CT WAP Operations Manual.
- The services will be performed in accordance with the regulations set forth by the U.S. Department of Energy in [Title 10 of the Code of Federal Regulations Part 440 \[10 C.F.R. 440\]](#) which defines the requirements of the Federal Weatherization Assistance Program for low-income persons.
- Responsibilities of the Service Provider can be found in the CT WAP Operations Manual.
- The Service Provider is responsible for all aspects of local Program operations. The Service Provider must:
 - Conduct casework, outreach, education, and publicity for the CT WAP;
 - Employ or contract with weatherization staff to ensure access to a qualified and well-trained workforce that can install measures that qualify within CT WAP;
 - Procure services, equipment, materials, and supplies through an open and competitive procurement process;
 - Track, store in an accessible database, and report on expenditures and production, and other necessary data as required by DEEP and DOE;
 - Maintain adequate cyber security measures and a comprehensive data security program to protect Program data;
 - Collaborate and coordinate with other programs and program administrators, including but not limited to the Conservation & Load Management (C&LM) and Energy programs and the Housing Environmental Improvement Revolving Loan and Grant Fund (RLGF) at the sole discretion of DEEP; and
 - Participate in Training & Technical Assistance activities.

- Those services are described more fully in the Scope of Service Description set forth in Section II-C of this RFP.
- Priorities:
 - Priority is given to the most vulnerable clients, including households with a member who is elderly (60 years and older), disabled, or younger than six (6).
 - Priority consideration is also given to households with high energy use and/or high energy burden as defined by DEEP.
 - DEEP seeks to ensure service to each area of the state, especially those areas that have historically been underserved as defined in C.G.S. Section 32-9p.
 - Additional consideration will be given to applicants that have waited the longest for WAP services due to prioritization of vulnerable households.
- The Weatherization Assistance Program is administered in accordance with the Uniform Administrative Guidance in 2 C.F.R. 200, the provisions and procedures contained in the Connecticut WAP Operations Manual, and other program documents.

WAP Small Multi-Unit and Multifamily Programs

During the IIJA DOE Award Period of Performance (PY 2026-2028), DEEP will work with the selected Service Providers to deliver services through two programs: one serving properties with 2–4 units and one serving properties with five (5) or more units.

Production goals for both programs are contingent upon the availability of program funding. As shown in the budget table below, approximately 60 percent of WAP-IIJA funding is anticipated to support small multi-unit buildings (2–4 units), and 40 percent is anticipated for multifamily buildings (5+ units). DEEP reserves the right to reallocate funding among the Single Family, Small Multi-Unit and Multifamily Programs at its sole discretion. Such adjustments may be based on unit production, expenditure rates, program implementation considerations, and the goal of ensuring the timely, effective, and maximum utilization of available WAP funds.

Estimated <u>Annual</u> Funding by Multi-Unit and Multifamily Programs Statewide	
Funding Source	Amount
IIJA Small Multi-Unit Program (2-4 Units)	\$7,268,225.85
IIJA Multifamily Program (5+ Units)	\$4,845,483.90

Service Regions:

Small Multi-Unit Program (2-4 Units) - Service providers will serve one or both of the specific DEEP service Regions depicted on the Service Area Map in **Exhibit A** on Page 41, and shall not discriminate on the basis of location, but shall follow DEEP's prioritization guidance when scheduling clients for service. **Respondents for the Small Multi-Unit Program MUST submit responses for each Region**, either providing a separate response and budget for each, or one response for both Regions. A Respondent may submit a proposal individually and an additional proposal as part of a team. For example, an entity may submit a proposal to provide services to an individual service territory and may also submit a proposal as part of a team providing services statewide. Respondents must demonstrate the capacity to provide quality services within each proposal.

The selected Service Provider for the **Multifamily Program (5+ Units)** shall be required to service the entire state and shall not discriminate based on location but shall follow the prioritization guidance when scheduling clients for service. When no wait list is present, multifamily properties are to be served on a first come first serve basis.

■ C. SCOPE OF SERVICE DESCRIPTION

Regulatory Requirements

Service Providers selected through this RFP will be subrecipients, and not contractors pursuant to 2 CFR 200. The procurement of Service Providers is conducted in an open and competitive solicitation process. Pursuant to 10 CFR 440.15 (a)(3), priority will be extended to any Community Action Agency or public or nonprofit entity currently administering an effective program in any state or territory that has a proven record of reliable service delivery. Selection of Service Providers undertaken by Connecticut WAP is conducted in accordance with 2 CFR 200, 10 CFR 440, and the CT WAP Operations Manual.

Technical Guides and Materials

The documents on the DEEP WAP webpage provide the information needed to successfully administer the DOE's Weatherization Assistance Program in Connecticut.

The selected Service Provider(s) shall ensure that all work performed and reported as completed is in compliance with all current Program guidance including, but not limited to:

- DOE Program Notices and Memorandums, including:
 - [DOE WPN IIJA-1 and IIJA-2](#)
 - [DOE WPN 22-4](#)
 - [DOE WPN 24-4](#)
 - [DOE WPN 24-9](#)
- [Connecticut Weatherization Field Guide SWS-Aligned Edition](#)
- [CT WAP Operations Manual](#)
- [Title 10 of the Code of Federal Regulations Part 440 \[10 C.F.R. 440\]](#)

Requirements Specific to Both Multi-Unit and Multifamily Services:

Services are described in detail below. Services listed are common to both Programs unless noted otherwise.

1. Organizational Expectations

WAP Service Providers must be either be a Community Action Agency (CAA), or other public or nonprofit entity.

- Each Service Provider will be selected in part on the basis of:
 - The Respondent's experience and performance in weatherization or housing renovation activities;
 - The Respondent's experience in assisting low-income persons in the area to be served; and
 - The Respondent's capacity to undertake a timely and effective weatherization program.

Previous weatherization program management experience and metrics of credibility:

- In selecting Service Provider(s), preference is given to any CAA or other public or nonprofit entity which has, or is currently administering, an effective program as required under 10 C.F.R. 440.15 or under Title II of the Economic Opportunity Act of 1964, with program effectiveness evaluated by consideration of factors including but not limited to:
 - The extent to which the past or current program achieved or is achieving weatherization goals in a timely fashion;
 - The quality of work performed by the Service Provider;
 - The number, qualifications, and experience of the staff members of the Service Provider; and
 - The ability of the Service Provider to secure volunteers, training participants, public service employment workers, and other Federal or State training programs.

2. Service Expectations

- Core Components of Service: See table under **Section II-D** Performance Metrics;
- Legal requirements around compliance with State and Federal Regulations;
 - Knowledge of flow-down requirements for WAP IIJA (WPN IIJA-1);
- Conducting income-qualification of applicants and buildings;
- Capacity to reach the Target User Population of low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden;
- Coordination of weatherization workflow among DEEP, quality inspectors, the household, weatherization contractors, and other crews or entities as needed;
- Service collaboration with CAAs and the range of social services programs for low-income households administered by the CAAs;
- Coordination and collaboration with other programs and program administrators at the direction of DEEP, on topics such as service and referral coordination, leveraging funding, cost sharing, and data sharing across programs. Priority programs for collaboration and coordination include but are not limited to: the Housing Environmental Improvement Revolving Loan and Grant Fund and the utility-administered Conservation & Load Management (C&LM) programs. Arrangements or agreements to implement data sharing and referral processes with other program administrators shall be approved by DEEP; and
- Uniformly effective implementation of CT WAP throughout the awarded Region(s). Each client served, regardless of town or serving Service Provider is expected to receive the same quality service. The State reserves the right to terminate or alter the Region, funding, and/or production goals of any Service Provider that cannot meet uniform service standards.

3. Staffing Expectations

- Staff planning should reflect required Service Provider functions in administration, casework, service delivery, fiscal, reporting, quality management, and training, as outlined in the CT WAP Operations Manual.
- Weatherization program personnel experience, at all levels, should reflect the capacity to administer and deliver program services as described in this RFP. Weatherization services may be implemented by Service Provider-employed crews or may be contracted to qualified companies. In addition to program staff, each Service Provider should also employ dedicated administrative and support staff to accomplish program activities, including but not limited to the following:

- Supervisory staff
- Program support staff
- Auditors and Quality Control Inspectors
- Work crews
- Weatherization program personnel certifications & licensing
- Energy Auditor (EA) and Quality Control Inspector (QCI) certifications, the Retrofit Installer Badges, and the Crew Leader job task analysis (JTA)
 - Required (EA):
 - BPI Home Energy Professional (HEP) Energy Auditor
 - EPA RRP
 - OSHA 10
 - OSHA Confined Space
 - Required (QCI):
 - BPI Home Energy Professional (HEP) Energy Auditor
 - BPI HEP QCI micro-credential
 - EPA RRP
 - OSHA 10
 - OSHA Confined Space
 - Required (crew chief)
 - Auditor requirements (above), plus
 - ASHRAE 62.2 2016
 - Hazardous Materials Awareness
 - Residential Radon Awareness
 - Other relevant technical certifications (optional)
 - Other credentials or licensing (optional):
 - Electrical
 - Heating, ventilation, and air conditioning (HVAC)
 - Subcontracted labor (optional): Existing relationships or contracts with contractors are preferred and will be scored higher. Respondents are asked to identify their existing subcontractor network, including:
 - Weatherization
 - Electrical
 - HVAC
- Capacity to achieve required level of output and production; and
- Capacity to increase the level of output and production if service Region and/or funding is increased.

Training

- Service Provider staff are required to participate in trainings specific to the NREL HEP recertification on a regular 3-year basis and within 6 months of the HEP recertification dates; and
- Connecticut WAP will coordinate and fund training for Service Provider(s) and the subcontractor network level of the Program.

4. Data and Technology Expectations

- DEEP expects the Service Providers to utilize the DOE WAwab audit software suite and Hancock project management [software](#) as a tool for data collection, work orders, and contract management for measures to be taken in multifamily housing units. **Hancock** project management software will also generate reports for compliance.

- Service Providers will have to acquire appropriate technology hardware necessary to conduct audits, coordination, and program management (iPads, mobile browsers such as iPhone, and other mobile devices and smart phones).
- Respondent must have capacity to maintain access, understanding, and use of project management and audit software.
- Service Providers must possess business-related computer skills including Microsoft Word, Excel, PowerPoint, SharePoint, email, and internet usage.

5. Financial Expectations

- Solvency: Provide two years of most recent annual audited financial statements OR any financial statements prepared by a Certified Public Accountant (CPA) for respondents whose organizations have been incorporated for less than two years.
- Insurance Requirements:
 - Liability: General liability coverage in the minimum amount of one million dollars (\$1,000,000) for bodily injury and property damage, with a minimum amount of \$500,000 for each. Prior to contract execution, selected Service Provider(s) must provide the State with Certificates of Insurance (COI) that document the required coverage, the limits of liability and coverage dates of Service Provider(s) policies. All documents and coverage must be current.
 - Pollution Occurrence: The Service Provider must provide pollution occurrence insurance coverage in the minimum amount of five hundred thousand dollars (\$500,000.00) per occurrence.
 - Workers' Compensation as required by state law.
 - Unemployment Compensation as required by state law.
 - Misappropriation Bond: The Service Provider must provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of its contractual agreement with DEEP in an amount equal to one-half of the total annual of funding provided to the Service Provider through DEEP, or \$250,000, whichever is less, to be effective for the period of the Service Provider's contract plus three years for purposes of discovery. The Service Provider's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the person's duties and it must specify DEEP as an additional insured
 - Renewal and Cancellation: Selected Service Provider(s) that enter into contracts must provide renewal or new policy COIs naming DEEP as an additional insured throughout the term of the contract. Contractors must immediately notify DEEP if any required insurance is canceled or modified in amount. In the event of a cancellation of Contractor's coverage, DEEP will make no further disbursements under the contract until certification is provided evidencing that the coverage has been restored.

■ D. PERFORMANCE METRICS

The following performance metrics highlight key priorities that will be analyzed with the selected Service Providers collaboratively during the life of the resulting contract(s). This is not an exhaustive list, but rather an indication of significant performance metrics of interest to DEEP.

- WAP services shall be provided equitably by Region. The Regional targets are estimated based on and limited by projections of funding.
- DEEP may revise unit targets and Regions in accordance with funding and/or performance.

- Service Providers must meet annual goals and quarterly expectations of performance or funds may be reallocated to another Service Provider.
- Connecticut WAP will perform comprehensive onsite monitoring statewide on an annual basis. Records reviews at the Service Provider's office may involve multiple visits.

Typical Key Milestones for WAP Program Year	
By the 1 st of Month 2	• Adequate staffing in place to achieve production goals • On-site audits begun in all regions • Procurement completed and subcontracts fully executed
By the 1 st of Month 6	• The Service Provider submits a self-assessment report* to DEEP
By the 1 st of Month 7	• 50% of target unit audits completed • 50% of work orders assigned to subcontractors
By the 1 st of Month 8	• The Service Provider submits a self-assessment report to DEEP • The Service Provider submits a projected unit completion summary to DEEP
On or before June 30	• 100% of estimated units completed • Average Cost Per Unit (ACPU) compliance achieved (dollar amount subject to change)
* Self-assessment reports typically contain data on production and expenses to date, explanations of any problems or variance from goal, training attendance and training needs, staffing changes and staffing needs, as well as any additional information DEEP requests of the Service Provider.	

■ E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to improving program outcome, DEEP seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust service delivery and policy based on performance and experience throughout the contract term. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, DEEP reserves the right to request/collect other key data and metrics from providers.

Selected Service Providers must coordinate and report to DEEP on service and referrals with other residential energy service programs as necessary, and ensure Program delivery, as instructed by DEEP.

All information related to WAP implementation must be made available to DEEP upon request, including:

- Information about cost sharing, such as reasons for cost sharing, and cost sharing financial figures;
- Leveraged funding utilized and why; and

- Program data such as detailed cost breakdowns, customer information, previous customers served, geographic breakdown of customers served, projected energy savings, and installed measures.

DEEP will hold regular meetings with the selected Service Provider(s) to track progress.

Requirements Specific to the Small Multi-Unit Program (2-4 units)

Selected Service Provider(s) are required to serve the entire designated Region and shall only use DEEP-approved criteria when prioritizing clients receiving service.

Service Providers must review the CT WAP Operations Manual for program guidance on serving small multi-unit buildings (2-4 units) which is linked in Section B of the Appendix of this RFP.

Service Providers must verify that the minimum number of units at the property are eligible for weatherization (50% for 2-4 unit buildings) using methods outlined in WPN 22-5.

Service Providers must use NEAT and MHEA, part of the WAweb software suite developed by DOE as an energy audit tool for small multi-unit buildings (2-4 units).

Service Providers must coordinate with CAAs located throughout the state that process applications and administer the Connecticut Energy Assistance Program (CEAP). Applications from CAAs that do not provide WAP services are forwarded to the WAP Service Provider in the appropriate Region. Service Providers will process referrals from CAAs that meet eligibility for the Small Multi-Unit Program.

Budget Expectations

<i>Estimated Subgrantee Budget - Small Multi-Unit Program (2-4 units) Statewide</i>				
Category	PY26	PY27	PY28	Estimated Total
Administration	\$ 586,427.98	\$ 586,427.98	\$ 586,427.98	\$ 1,759,283.95
Training and Technical Assistance	\$ 182,767.58	\$ 182,767.58	\$ 182,767.58	\$ 548,302.73
Program Operations	\$ 5,530,289.98	\$ 5,530,289.98	\$ 5,530,289.98	\$ 16,590,869.95
Health and Safety	\$ 831,681.00	\$ 831,681.00	\$ 831,681.00	\$ 2,495,043.00
Vehicles and Equipment	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00
Liability Insurance	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 67,500.00
Financial Audits	\$ 14,559.31	\$ 14,559.31	\$ 14,559.31	\$ 43,677.92
Total	\$ 7,268,225.85	\$ 7,268,225.85	\$ 7,268,225.85	\$ 21,804,677.55

- Respondents may identify other potential matching or leveraged funds that could be used to complete or enhance the scope of work.
- Reimbursement: Resulting contracts will be paid on a reimbursement basis for proper and allowable costs, with proof of payment and other documentation as required by DEEP.

Estimated Unit Count	PY26	PY27	PY28	Total
Small Multi-Unit Program (2-4 units) Statewide	647	647	647	1941

Requirements Specific to the Multifamily Program (5+ units)

Selected Service Provider(s) for the Multifamily Program will be required to service the entire state and use DEEP-approved criteria when prioritizing clients receiving service.

Respondents must review the CT WAP Operations Manual for information on serving multifamily buildings (5+ units) which is linked in Section B of the Appendix of this RFP.

Service Providers must verify that the minimum number of units are eligible for weatherization (66% for 5+ unit buildings) using methods outlined in WPN 22-5.

Service Providers will use the software program(s) required by DEEP, expected to be MulTEA, which is part of the WAweb software suite developed by DOE as an energy audit tool for 5+ unit multifamily buildings.

Budget Expectations

<i>Estimated Subgrantee Budget - Multifamily Program (5+ units) Statewide</i>				
Category	PY26	PY27	PY28	Estimated Total
Administration	\$ 390,951.99	\$ 390,951.99	\$ 390,951.99	\$ 1,172,855.96
Training and Technical Assistance	\$ 121,845.05	\$ 121,845.05	\$ 121,845.05	\$ 365,535.16
Program Operations	\$ 3,686,859.99	\$ 3,686,859.99	\$ 3,686,859.99	\$ 11,060,579.97
Health and Safety	\$ 554,454.00	\$ 554,454.00	\$ 554,454.00	\$ 1,663,362.00
Vehicles and Equipment	\$ 66,666.67	\$ 66,666.67	\$ 66,666.67	\$ 200,000.00
Liability Insurance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00
Financial Audits	\$ 9,706.20	\$ 9,706.20	\$ 9,706.20	\$ 29,118.61
Total	\$ 4,845,483.90	\$ 4,845,483.90	\$ 4,845,483.90	\$ 14,536,451.70

- Respondents may identify other potential matching or leveraged funds that could be used to complete or enhance the scope of work.
- Reimbursement: Requests must be submitted with the proper program and fiscal reporting documentation on forms prescribed by DEEP, to include: a completed Monthly Status Report, Monthly Fiscal Report (showing all sources of funds), and PDF copies of each Client Completion Report reported for that month.

Estimated Unit Count	PY26	PY27	PY28	Total
Multifamily Program (5+ units) Statewide	431	431	431	1294

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 will not be evaluated.

2. Cover Sheet. The Cover Sheet is Page 1 of the proposal. The respondent 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 respondent 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:
- UIE for SAM.gov (must be registered):
- Street Address:
- Town/City/State/Zip:
- Indicate if this application is for the Small Multi-Unit Program (2-4 Units), Multifamily Program (5+ Units) or both Programs.
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

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

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

5. Attachments. Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.

6. Style Requirements. This is an electronic submission. Submitted proposals must conform to the following specifications:

- Page Limit: 20 pages
- Font Size: 12 pt.
- Font Type: Times New Roman
- Margins: 1"
- Line Spacing: 1.5

7. Pagination. The respondent'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. Respondents 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 applicable rules, regulations and interpretations. If a respondent deems that certain information required by this RFP

is confidential, the respondent must label such information as CONFIDENTIAL prior to submission. The respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the respondent 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 respondent 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.** Respondents 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 respondent 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 respondent 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 respondent must affirm such in the disclosure statement. *Example: "[name of respondent] 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 respondents, and awarding contracts, DEEP will conform with federal regulations and its written procedures for PSA procurements (pursuant to C.G.S. §4-217) and the State's Code of Ethics (pursuant to C.G.S. §§1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee.** DEEP will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (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 order and make recommendations for awards. The DEEP Commissioner will make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Review Committee may result in disqualification of the respondent.
- 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 Minimum 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. The weights are disclosed in the **Small Multi-Unit Program (2-4 units) Proposal Format** form and the **Multifamily Program (5+ units) Proposal Format** form, below.

- Organizational Qualifications
- Service Qualifications
- Staffing Qualifications
- Data and Technology
- Financial Profile
- Budget and Budget Narrative

Note: For both programs, points will be awarded based on how closely responses meet program goals, not solely whether each line item is submitted.

Connecticut Low-Income Weatherization Assistance Program Proposal Small Multi-Unit (2-4 units) Program Proposal Format		
Please select one of the Region options for this proposal. Respondents for the Small Multi-Unit Program MUST submit responses for each service Region , either providing a separate response and budget for each Region, or one response for the entire state (Both Region 1 & 2).		Region 1
		Region 2
		Both Region 1 & 2
Elements of the Proposal		
Maximum Points Available = 132		Available Points
1. Organizational Qualifications		
Outline the experience of the organization's management staff with weatherization and/or construction programs. Provide an organizational chart.		
1a. Currently administering (or previously administered) an effective program that meets goals and objectives in a timely manner (preference will be given to firms with experience delivering federally funded weatherization programs)	5	
1b. Experience and performance in weatherization or housing renovation activities	5	
1c. Experience in assisting low-income persons	3	
1d. Readiness to proceed: Capacity to undertake a timely and effective weatherization program	3	
1e. Capacity to provide services on a long-term and uninterrupted basis to ensure continuity of services between grant cycles	3	
1f. Provide a list of Board of Directors	1	

1g. Provide resumes for each of the key positions listed below:	
• Executive Director experience	1
• Fiscal Manager experience	2
• Administrative staff (reporting, invoicing, intake and outreach) experience	2
1h. Provide relevant information about the practices of your organization in relation to customer outreach and services, especially to low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden.	5
1i. Provide relevant information about the plans and practices of your organization in relation to staffing, such as hiring and contracting, supportive services for employees, preference for local hiring, etc.	5
1j. Ability to leverage non-WAP funds and experience with braiding multiple funding streams to maximize benefits to program participants	5
Maximum Available Points	40 Points
2. Service Qualifications	
Provide a summary detailing the experience and performance in construction for energy efficiency upgrades and/or housing renovation activities in 2-4 unit homes:	
2a. Capacity to conduct outreach to and serve households	4
2b. Example of proposed weatherization workflow	4
2c. Capacity to implement program equitably across service territories	4
2d. Include performance metrics for previous/existing energy efficiency/housing renovation program(s): percentage of goals and benchmarks met. Also include information about the following: • Average completion time of projects from start to finish • Average turnaround time between receipt of subcontractor invoice and payment • Average turnaround time for customer calls/inquiries • Internal Quality Assurance plans • Business Ethics plans for employees	15
Maximum Available Points	27 Points
3. Staffing Qualifications	
Detail the number, qualifications, and experience of management personnel, especially the experience of respondent's weatherization management staff. If staff need certifications and/or are yet to be acquired, please document the procedure to have staff trained and/or acquired within 60 days following contract execution. Full points will be given to those with an existing full and qualified staff. Respondents without full existing staff will be awarded fewer points, but points will still be awarded based on the qualifications and quantity of existing staff as well as any proposed plans to acquire the required fully trained workforce within 60 days. Provide an organizational chart.	

3a. Provide resumes and training certificates for each of the key positions listed below.	
• Program/construction manager resume with weatherization experience or energy efficiency experience • At least 1 fully qualified program/construction manager is recommended • Points awarded will be based on qualification level and quantity of qualified staff, and/or on the proposed plan to recruit and hire necessary program/construction manager(s) within 60 days	8
• Auditor resumes with: ○ BPI Home Energy Professional (HEP) Energy Auditor ○ EPA Certified Renovator Renovation, Repair and Painting (RRP) ○ OSHA 10 ○ OSHA Confined Space • At least 3 fully qualified auditors per region is preferred • Points awarded will be based on qualification level and quantity of qualified staff, and/or on the proposed plan to recruit and hire necessary auditors within 60 days	5
• QCI resume with: ○ BPI Home Energy Professional (HEP) Energy Auditor ○ BPI HEP Quality Control Inspector micro-credential ○ EPA Certified Renovator Renovation, Repair and Painting (RRP) ○ OSHA 10 ○ OSHA Confined Space • At least 2 fully qualified QCIs per region is recommended • Points awarded will be based on qualification level and quantity of qualified staff, and/or on the proposed plan to recruit and hire necessary QCIs within 60 days	7
• Field Operations Staff: Crew Chief resume with: ○ Meets all auditor requirements ○ ASHRAE 62.2 2016 ○ Hazardous Materials Awareness ○ Residential Radon Awareness • Crew Chief certification can be in-house or subcontracted • At least 1 Crew Chief is recommended • Points awarded will be based on qualification level and quantity of qualified staff, and/or on the proposed plan to recruit and hire necessary Crew Chiefs within 60 days	6
3b. Additional relevant in-house certifications, credentials, or licensing (electrical, HVAC, etc.)	4
3c. Subcontracted labor: identified existing subcontractor network, including weatherization crews and specialty trades (electrical, HVAC, etc.)	5
Maximum Available Points	35 Points

4. Data and Technology Qualifications	
Provide a narrative description of the below:	
4a. Software experience (NEAT, MHEA, Hancock)	5
4b. Knowledge and possession of business-related computer skills including Microsoft Word, Excel, PowerPoint, SharePoint, email, and internet usage	5
Maximum Available Points	10 Points
5. Financial Qualifications	
Provide a narrative description and/or documentation demonstrating compliance with the items below:	
5a. Provide recent financial statement or audit (see 2 CRF 200 subpart F)	3
5b. Demonstrate the respondent's capacity to carry program costs for 60 days	5
5c. Insurance requirements	5
5d. Ability to meet proposed budget	2
Maximum Available Points	15 Points
6. Other	
6a. Proposal quality, such as having correct spelling and grammar	5
Maximum Available Points	5 Points

Connecticut Low-Income Weatherization Assistance Program Proposal Multifamily (5+ units) Program Proposal Format		
Please select one of the territory options for this proposal:		State-wide Territory
Elements of the Proposal		
Maximum Points Available = 125		Available Points
1. Organizational Qualifications		
Outline the experience of the organization's management staff with weatherization and/or construction programs. Provide an organizational chart.		
1a. Currently administering (or previously administered) an effective program that met goals and objectives in a timely manner (preference will be given to firms with experience delivering federally funded weatherization programs)		5
1b. Experience and performance in weatherization or housing renovation activities in multifamily buildings		5
1c. Experience in assisting low-income persons		3

1d. Readiness to proceed: Capacity to undertake a timely and effective weatherization program	3
1e. Ability to demonstrate a capacity to provide services on a long-term and uninterrupted basis to ensure continuity of services between grant cycles	3
1f. Provide a list of Board of Directors	1
1g. Provide resumes for each of the key positions listed below:	
• Executive Director experience	1
• Fiscal Manager experience	2
• Administrative staff (reporting, invoicing, intake, and outreach) experience	2
1h. Provide relevant information about the plans and practices of your organization in relation to customer outreach and services, especially to especially low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden.	5
1i. Provide relevant information about the plans and practices of your organization in relation to staffing, such as hiring and contracting, supportive services for employees, preference for local hiring, etc.	5
1j. Ability to leverage non-WAP funds and experience with braiding multiple funding streams to maximize benefits to program participants	5
Maximum Available Points	40 Points
2. Service Qualifications	
Provide a summary detailing the experience and performance in construction for energy efficiency upgrades and/or housing renovation activities in 5+ unit multifamily homes.	
2a. Capacity to reach the Target Population	3
2b. Example of weatherization workflow	3
2c. Capacity to implement program equitably statewide	3
2d. Experience with and/or knowledge of federal flow-down requirements such as Davis Bacon and Buy American, etc.	3
2e. Include performance metrics for previous/existing energy efficiency/housing renovation program(s): % of goals & benchmarks met. Also include information on the following: • Average completion time of projects from start to finish • How quickly your organization has paid subcontractors after completion of work • Average turnaround time for customer calls/inquiries • Internal Quality Assurance plans • Business Ethics plans for employees	8
Maximum Available Points	20 Points

3. Staffing Qualifications	
Detail the number, qualifications, and experience of management personnel, especially the experience of respondent's weatherization management staff. If staff are in need of certifications and/or are yet to be acquired, please document the procedure to have staff trained and/or acquired within 60 days following contract execution. Full points will be given to those with an existing full and qualified staff; those without but that provide a full plan to acquire the required fully trained workforce within 120 days will receive fewer points. Provide an organizational chart.	
3a. Provide resumes and training certificates for each of the key positions listed below.	
• Program/construction manager resume with weatherization experience OR energy efficiency experience	8
• Auditor resumes with: ○ BPI Home Energy Professional (HEP) Energy Auditor ○ EPA Certified Renovator Renovation, Repair and Painting (RRP) ○ OSHA 10 ○ OSHA Confined Space • Points awarded will be based on qualification level and quantity of qualified staff • At least 6 fully qualified auditors is recommended	5
• QCI resume with: ○ BPI Home Energy Professional (HEP) Energy Auditor ○ BPI HEP Quality Control Inspector Micro-credential ○ EPA Certified Renovator Renovation, Repair and Painting (RRP) ○ OSHA 10 ○ OSHA Confined Space • Points awarded will be based on qualification level and quantity of qualified staff • At least 6 fully qualified QCIs is recommended	7
• Field Operations Staff: Crew Chief resume with: ○ Meets all auditor requirements ○ ASHRAE 62.2 2016 ○ Hazardous Materials Awareness ○ Residential Radon Awareness • Crew Chief certification can be in-house or subcontracted	6
3b. Additional relevant in-house certifications, credentials, or licensing (electrical, HVAC, etc.)	4
3c. Subcontracted labor: identify existing subcontractor network, including weatherization crews and specialty trades (electrical, HVAC, etc.)	5
Maximum Available Points	35 Points

4. Data and Technology Qualifications	
Provide a narrative description of the below:	
4a. Software experience (MulTEA, REM, Hancock)	5
4b. Knowledge and possession of business-related computer skills including Microsoft Word, Excel, PowerPoint, email, and internet usage	5
Maximum Available Points	10 Points
5. Financial Qualifications	
Provide a narrative description and/or documentation demonstrating compliance with the items below:	
5a. Provide recent financial statement or audit (see 2 C.F.R. 200 subpart F)	3
5b. Demonstrate the respondent's capacity to carry program costs for 60 days	5
5c. Insurance requirements	5
5d. Ability to meet proposed budget	2
Maximum Available Points	15 Points
6. Other	
6a. Proposal quality, such as having correct spelling and grammar	5
Maximum Available Points	5 Points

5. Respondent Selection. Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the DEEP Commissioner. The final selection of a successful respondent is at the discretion of the Commissioner. Any respondent selected will be 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 respondents will be notified by e-mail or U.S. mail, at DEEP's discretion, about the outcome of the evaluation and respondent selection process. DEEP reserves the right to decline to award contracts for activities in which the Commissioner considers there are not adequate respondents.

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

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

A. Cover Sheet

B. Table of Contents

C. Executive Summary

D. Main Proposal

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

F. Declaration of Confidential Information

G. Conflict of Interest - Disclosure Statement

H. Statement of Assurances

A: Cover Sheet

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

- RFP Name or Number:
- Legal Name:
- FEIN
- Street Address:
- Town/City/State/Zip:
- Indicate if this application is for Small Multi-Unit (2-4 Units), Multifamily (5+ Units) or both programs.
- 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 respondent 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: Respondent Executive Summary

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

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

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

4.1 Organization, Experience, and Service Delivery**4.1.1 Organizational Profile**

- a. Purpose, Mission, Vision, Values.
- b. Entity Type / Parent Organization / Years of Operation
- c. Location of Offices / Facilities
- d. Current Range of Services / Clients
- e. Relevant Experience / Qualifications
- f. Accreditation / Certification / Licensure.
- g. Grant Awards / Grant Manager or Client References (min. 3)

Note: In Section G. of Organizational Profile, please list any federal grants over \$100,000 in award that have been managed over the last three years along with any relevant audit findings for each grant description. When providing references please prioritize previous grant managers or clients that can speak to the bidder's ability to appropriately manage a budget, deliverables, and quality customer service. Include an email address, phone number, and brief relationship summary for each of the three references.

4.1.2 Scope of Services

- a. Documentation of Needs / Resources
- b. Collaboration Approach
- c. Service Capacity / Delivery Plan / Systems / Processes / Protocols
- d. Quality Assurance Protocols
- e. Administrative Support
- f. Special Health or Safety Requirements

4.2 Team Qualifications**4.2.1 Staffing Plan**

- a. Key Personnel / Managers
- b. Staffing Levels & Qualifications
- c. Job Descriptions

- d. *Personnel Organization Chart*
- e. *Recruitment, Hiring & Retention Plan*
- f. *Staff Training / Education / Development*

4.2.2 Subcontractors

- a. *Existing contractor Relationships / Potential Subcontractors*
- b. *Subcontractor Oversight*

4.2.3 Hiring and Contracting

- a. *Support Services for Employees*

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

4.3.1 Work Plan

- a. *Start Date*
- b. *Timetable / Schedule*
- c. *Tasks, Deliverables*
- d. *Methodologies*
- e. *Measurable Objectives*

4.3.2 Data and Technology

- a. *IT Infrastructure / Project Management Hardware & Software*
- b. *Data Collection / Storage / Reporting / Sharing*
- c. *Client Privacy Policy / Record Retention*
- d. *Assessment of Client Satisfaction/ Client Complaint Management*
- e. *Evaluation / Outcome Measures*

4.4 **Budgeting and Cost Competitiveness**

4.4.1 Financial Profile

- a. *Annual Budget and Revenues*
- b. *Financial Standing*
- c. *Financial Management Systems / Timekeeping / Accounting*
- d. *Subcontractor Payment Methodology*
- e. *History of Violations (financial or programming)*
- f. *Additional Funding Sources*
- g. *Budget and Budget Narrative*

E: Attachments

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

- a. Organizational chart
- b. Financial audit

- c. Resumes
- d. Training certificates, certifications, credentials, and licenses

F: Declaration of Confidential Information

If a respondent deems that certain information required by this RFP is confidential, the respondent must label such information as CONFIDENTIAL prior to submission. The respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the respondent 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 respondent 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

Respondents 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 respondent 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 respondent 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 respondent must affirm such in the disclosure statement. *Example: "[name of respondent] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

H: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return Page 38.

V. MANDATORY PROVISIONS**■ A. STANDARD CONTRACT PROVISIONS**

At the time of selection, the respondent will be required to enter into a contract for services consistent with the sample agreement attached hereto as Exhibit B. If applicable, the respondent shall comply with the Build America Buy America (BABA), including providing the BABA self-certification (Exhibit C), and shall comply with any Davis Bacon requirements. The selected respondents will be required to obtain a federal Unique Entity ID (UEI) number and provide said number to DEEP. Information about obtaining a UEI number and registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

■ B. ASSURANCES

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

- 1. Collusion.** The respondent represents and warrants that the respondent 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 respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the respondent's proposal. The respondent 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 respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. DEEP may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the respondent, contractor, or its agents or employees.
- 3. Competitors.** The respondent 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 respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The respondent 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 respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, DEEP may include the proposal, by reference or otherwise, into any contract with the successful respondent.
- 5. Press Releases.** The respondent agrees to obtain prior written consent and approval of DEEP for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

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

- 1. Equal Opportunity.** The State is an Equal Opportunity employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not

discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

- 2. Preparation Expenses.** Neither the State nor DEEP shall assume any liability for expenses incurred by a respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** DEEP is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents 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, DEEP may request and authorize respondents to submit written clarification of their proposals, in a manner or format prescribed by DEEP, and at the respondent's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by DEEP. DEEP may ask a respondent 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 by and in a place provided by DEEP. At its sole discretion, DEEP may limit the number of respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per respondent.
- 7. Presentation of Supporting Evidence.** If requested by DEEP, a respondent 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 respondent to evaluate further the respondent's capability to perform the duties required by this RFP. At its discretion, DEEP may also check or contact any reference provided by the respondent.
- 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 respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent 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 respondent or for payment of services under the terms of the contract until the successful respondent 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 respondent implicitly accepts that the following rights are reserved to the State:

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by DEEP.

- 2. Amending or Canceling RFP.** DEEP reserves the right to amend or cancel this RFP on any date and at any time, if DEEP deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, DEEP may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** DEEP reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. DEEP may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. DEEP reserves the right to reject the proposal of any respondent who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Contract Negotiation.** DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. DEEP further reserves the right to contract with one or more respondent(s) for such services. After reviewing the scored criteria, DEEP may seek Best and Final Offers (BFO) on cost from respondents. DEEP may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** DEEP reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. 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 respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the respondent.
- 8. Key Personnel.** When DEEP is the sole funder of a purchased service, DEEP reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. DEEP also reserves the right to approve replacements for key personnel who have terminated employment. DEEP further reserves the right to require the removal and replacement of any of the respondents' key personnel who do not perform adequately, regardless of whether they were previously approved by DEEP.
- 9. Sovereign Immunity.** Nothing in this RFP is to be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the RFP or a contract award.
- 10. Termination of Contract.** Any contract resulting from this RFP may be terminated whenever DEEP makes a written determination that such determination is in the best

interests of the State. This includes, but is not limited to, failure of the administrator to meet the performance metrics set forth in the resulting contract.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the respondent 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). Respondents are generally advised not to include any confidential information in their proposals. If the respondent 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 respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a respondent 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 through 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements Representation, C.G.S. §4a-81.** Pursuant to C.G.S. §4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of §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."

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 participate substantially in preparing bids, proposals, or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency who has supervisory or appointing authority over such State agency or quasi-public agency;

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

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

Any bidder or respondent 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 respondent or the next lowest responsible qualified bidder or seek new bids or proposals.

6. Iran Energy Investment Certification C.G.S. §4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

- 8. Access to Data for State Auditors.** The Contractor shall provide 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(s) will be funded by the DOE and consequently will contain applicable federal terms and conditions. The contract(s) will be subject to controlling federal statutes and regulations, including but not limited to, the Infrastructure Investment and Jobs Act, Pub. Law 117-58; Uniform Grant Guidance at 2 CFR part 200; 10 CFR part 440; National Policy Requirement in effect on date of the Award at <http://www.nsf.gov/awards/managing/rtc.jsp>; Award No. DE-EE0009977 and the Special Terms and Conditions of the Award.

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
BIL	Bi-partisan Infrastructure Law
BPI	Building Performance Institute
CAA	Community Action Agency
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CPA	Certified Public Accountant
CT	The State of Connecticut
DAS	Department of Administrative Services (CT)
DEEP	Department of Energy and Environmental Protection (CT)
DOE	Department of Energy (US)
EA	Energy Auditor
FOIA	Freedom of Information Act (CT)
HEAT	Hancock Energy Audit Tool
HEP	Home Energy Professional
H&S	Health and Safety
HVAC	Heating Ventilation Air Conditioning
IJA	Infrastructure Investment and Jobs Act
IREC	Interstate Renewable Energy Council
IRS	Internal Revenue Service (US)
JTA	Job Task Analysis
LOI	Letter of Intent
MF	Multifamily Housing
MHEA	Manufactured Home Energy Audit
MulTEA	Multifamily Tool for Energy Audits
NEAT	National Energy Audit Tool
NREL	National Renewable Energy Laboratory
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)
QCI	Quality Control Inspector
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
T&TA	Training and Technical Assistance
U.S.	United States
WAP	Weatherization Assistance Program (CT)

- *Contractor*: a private provider organization, CT State agency, or municipality that enters into a contract with DEEP as a result of this RFP.
- *Respondent*: a private provider organization, CT State agency, or municipality that has submitted a proposal to DEEP in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.

- *Prospective respondent*: a private provider organization, CT State agency, or municipality that may submit a proposal to DEEP in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a contract with DEEP as a result of this RFP

B. Documents/References

Common to both Programs:

- [eCFR :: 10 CFR Part 440 -- Weatherization Assistance for Low-Income Persons](#)
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [DOE WPN IIJA-1 and IIJA-2](#)
- [DOE WPN 22-4](#)
- [DOE WPN 24-4](#)
- [DOE WPN 24-9](#)
- [Other Active DOE program Notices and Memos and Guidance](#)
- [CT WAP IIJA State Plan/Master File](#)
- [CT WAP Weatherization Field Guide](#)
- [CT WAP Operations Manual](#)
- [NREL Standard Work Specifications](#)
- [Other Service Provider \(Subgrantee\) Documents for Connecticut Weatherization Assistance Program](#)
- [IREC Certification Standards](#)
- [National Renewable Energy Laboratory \(NREL\) Job Task Analysis \(JTA\) for Weatherization](#)
- [Hancock Software](#)

C. STATEMENT OF ASSURANCES

Connecticut Department of Energy & 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 DEEP at the proposed cost(s) in the RFP and within the timeframes therein.
- c. The Respondent will seek prior approval from DEEP before making any changes to the location of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor, the Respondent or any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
- e. Neither the Respondent or any official of the organization nor any subcontractor to the Respondent or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.
- f. I, the undersigned, have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate, and complete to the best of my knowledge and belief.
- g. I, the undersigned, understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.
- h. I, the undersigned, certify that this application is on complete and accurate forms as prescribed by the RFP without alteration of the text.

Legal Name of Organization:

Signature of Authorized Representative

Date

Name of Authorized Representative (Print)

Title

D. PROPOSAL CHECKLIST

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

Key Dates

Procurement Timetable:		
DEEP reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	RFP Released	May 25, 2026
2	RFP Conference	June 1, 2026, from 1:00pm – 3:00pm EDT
3	Deadline for Questions	June 15, 2026, at 5:00 PM EDT
4	Answers Released	June 22, 2026
5	Proposals Due	June 30, 2026, at 4:00 PM EDT
6	Proposal Selection	TBD

Registration Link for RFP Conference:

<https://ctdeep.zoom.us/meeting/register/cbXfQYdJRfyDG6isKeLLNA>

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>
 - Notification to Bidders, Parts I-V of this form:
[CHRO Contract Compliance Form.pdf](#)

Proposal Content Checklist

- ☐ **Cover Sheet** including required information:
 - RFP Name or Number
 - Legal Name
 - FEIN
 - Street Address
 - Town/City/State/Zip
 - Indicate if this application is for Small Multi-Unit (2-4 Units), Multifamily (5+ Units) or both programs.
 - 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.**
 - Organizational chart
 - Financial audit
 - Resumes
 - Training certificates, certifications, credentials, and licenses
- ☐ **IRS Determination Letter** (for nonprofit respondents)
- ☐ **Conflict of Interest Disclosure Statement**
- ☐ **Statement of Assurances**

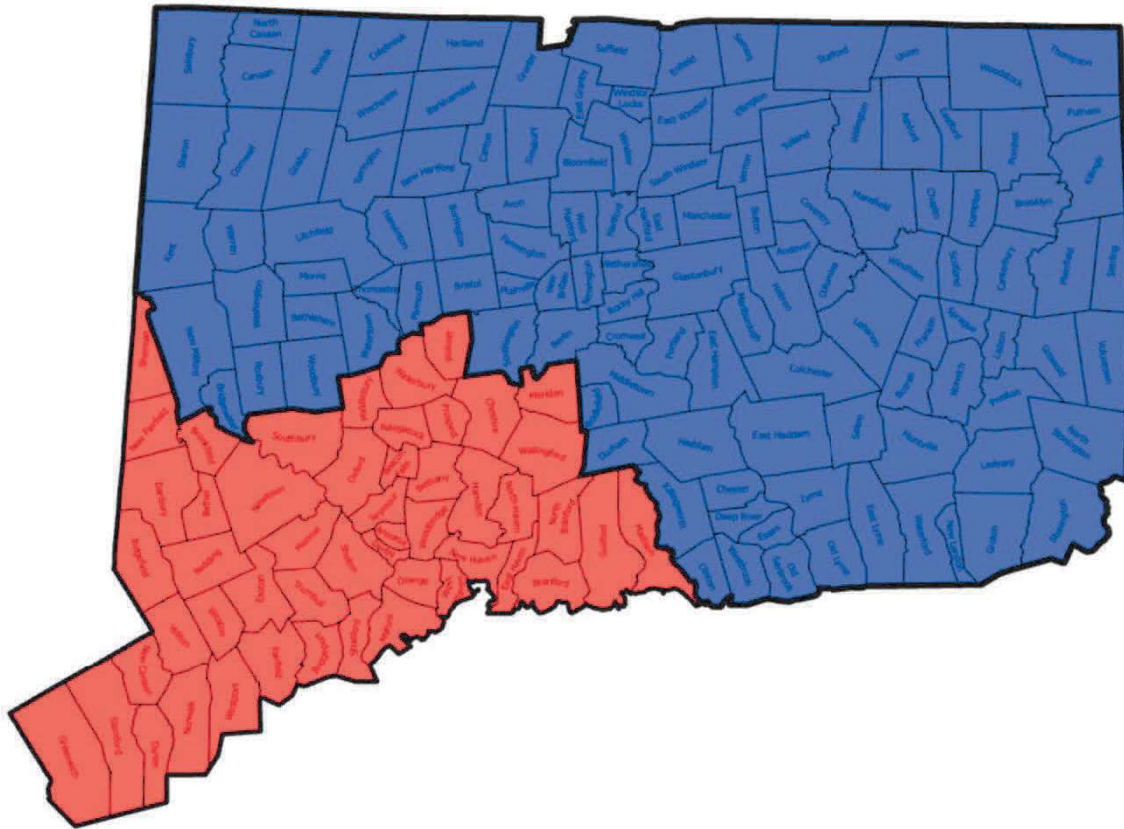
Formatting Checklist

- ☐ 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 respondent'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)?

Exhibit A: CT WAP Service Area Regions

Legend:

- Blue: Region 1
- Red: Region 2



*Note: Regions are divided evenly by number of WAP-eligible customers. The Small Multi-Unit Program (2-4 Units) Service Provider may serve one or both of the Regions. The Multifamily Program (5+ Units) Service Provider will serve the entire state (both Regions).

SELF CERTIFICATION

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to DEEP with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the DOE. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the DEEP who in turn will forward the disclosures to the DOE; subrecipients will also forward disclosures to the DEEP, who will in turn forward the disclosures to the DOE.

For federal financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to DEEP).

The following provides suggested language for the self-certification. **Please use company letterhead.**

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the **Project name Project location** the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with DOE financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Contractor/Subcontractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **Contractor/Subcontractor** understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's or Subcontractor's Authorized Official

Name and Title of Contractor's or Subcontractor's Authorized Official

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 08/01/2025 (DEEP Electronic Format)

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

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

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)
☐ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.

P.O.

CONTRACTOR	(3) CONTRACTOR NAME		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ 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 ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)	
	Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of ____ pages numbered A-1 through A-____ inclusive. Page 1 of 13 Standard Terms and Conditions are contained in Pages 2 through 13 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:_____

Page 1 of 15

STANDARD TERMS AND CONDITIONS (Rev. 8/25/25)

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 herein.
- (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, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit

recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Whistleblowing. This Contract 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.
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 the Contract to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any

work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the Parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

7. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten 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.

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) third party Claims arising, directly or indirectly, in connection with the Contract, 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, or this Contract. 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 that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.
 - (b) The Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party 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 Contractor or any Contractor Parties. The State shall give 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 of this 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 or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.
 - (e) The Contractor shall carry and maintain at all times during the term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State Agency prior to the effective date of this Contract. Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) This section shall survive the Termination of this 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 this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes: (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
11. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (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. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of fifty thousand dollars (\$50,000) or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars (\$100,000) or more in a calendar year, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
14. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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

15. Executive Orders and Other Enactments.

- (a) All references in this Contract to any federal, state, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. 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 herein and are made a part of this Contract as if they had been fully set forth herein.
- (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 herein and made a part of this Contract as if fully set forth herein.

16. Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the

gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- (5) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "Marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
- (9) "Minority business enterprise" means any small contractor (A) fifty-one percent (51%) or more of the capital stock, if any, or assets of which are owned by a person or persons who: (i) exercise operational authority over daily affairs of the enterprise; (ii) have the power to direct the management and policies and receive beneficial interest of the enterprise; (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one percent (51%) or more of the persons who exercise operational authority over the enterprise, (i) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (ii) have the power to direct the management and policies of the enterprise, and (iii) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and,
- (10) "Public works contract" means any agreement (i) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (ii) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars (\$150,000) or more.

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 public works 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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 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; the timing and value of bids; 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 public works contract, 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) Pursuant to subsection (c) of section 4a-60 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: ☐

- 17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General 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.
- 18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
- 19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
- 20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
- 21. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

23. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
24. Third Party Participation. This Contract is federally funded, and therefore procurement, subcontracts and subgrants shall be governed by the applicable Special Terms and Conditions of the Award, and the regulations at 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
25. Set Aside. State agencies are subject to the requirements of CGS § 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract twenty-five percent (25%) of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS § 4a-60g(e) and complete a minimum of thirty percent (30%) of the work by dollar value with their own workforces and ensure at least fifty percent (50%) of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. Procurement of Materials and Supplies. The Contractor must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of 2 CFR 200 for the acquisition of property or services required under a federal award or subaward. The Contractor's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327 and the WAP-BIL Special Terms and Conditions incorporated herein.
27. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
30. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work; furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees; and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the state.

32. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
33. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
35. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (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.
36. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the state agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
37. Iran Energy Investment Certification.
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
 - (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
38. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (a) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (b) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (c) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut

General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

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

If YES:

Name of Former State Agency

Termination Date of Employment

39. Access to Contract and State Data. The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. § 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
40. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
41. Continuity of Service.
 - (a) The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to cooperate fully with the State, and do and perform all acts and things that DEEP deems to be necessary or appropriate to ensure continuity of the contracted services so that there is no disruption or interruption in performance, including, but not limited to furnishing phase-in training; and exercising its best efforts and cooperation to effect an orderly and efficient transition to a successor.
 - (b) The Contractor shall, upon DEEP's written notice: (1) furnish phase-in, phase-out services for up to ninety (90) days after this contract expires; and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each task described in the plan and shall be subject to DEEP's approval. The Contractor shall provide sufficient qualified personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
 - (c) If the Contract is terminated for reason of failure of the Contractor to fulfill its contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Contractor shall be liable to the State for any additional costs occasioned to the State thereby.
42. Federal Award Terms and Conditions. The following are incorporated by reference herein, and made a part hereof:
 - (a) Public Law 117-58 Bipartisan Infrastructure Law (BIL) at <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>
 - (b) Applicable program regulations, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons at <http://www.eCFR.gov>.
 - (c) DOE Assistance Regulations, 2 CFR part 200, as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
 - (d) National Policy Assurances in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
 - (e) Special Terms and Conditions applicable to the DOE Award to CT DEEP, Award No. [Enter Award No], (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 Special Terms and Conditions, the rights conferred on the DOE 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.
43. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

44. Flow Down Requirement. The Contractor shall apply the terms and conditions of this Contract, as applicable, to subcontractors, as required by 2 CFR 200.101, and require their strict compliance therewith. Further, the Contractor must apply the award terms as required by 2 CFR 200.327 to all subcontractors and require their strict compliance therewith.
45. Compliance. The Contractor is required to comply with applicable federal, state, and local laws and regulations for all work performed under this Award. The Contractor is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this Award.
46. Meetings, Site Visits.
- (a) Review Meetings. In addition to any meetings that may be required by Appendix A, the Contractor may be required to participate in periodic review meetings with DEEP and EERE. EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE or DEEP will provide the Contractor with reasonable notice of the review meetings. At the request of DEEP, the Contractor shall assist in providing its progress in completing the tasks required in this Contract, its actual expenditures compared to the approved budget in Appendix B, and other subject matter specified by the DOE Technology Manager/Project Officer.
 - (b) Project Meetings. In addition to any meetings that may be required by Appendix A, the Contractor is required to notify DEEP and EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by DEEP or EERE, the Contractor is required to provide DEEP and/or EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Contractor is not expected to delay any work under this Contract for the purpose of government insight.
 - (c) Site Visits. In addition to DEEP's rights pursuant to Paragraph 7 hereof, DEEP's and EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Contractor must provide, and must require subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
 - (d) EERE Access. The Contractor must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its federal stewardship or substantial involvement.
47. DOE Interim Conflict of Interest Policy for Financial Assistance Policy. The Contractor shall comply with the DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy), which can be found at <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities that receive DOE funding, and through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the Project funded wholly or in part under the DOE financial assistance award. Contractor shall flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities and include this term in all subcontracts.
48. Performance of Work in United States; Equipment and Products.
- (a) Requirement. All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.
 - (b) Failure to Comply. If the Contractor fails to comply with the Performance of Work in the United States requirement, the Contracting Officer or DEEP may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Contractor cost share regardless of if the work is performed by the Contractor, subcontractors, vendors or other project partners.
 - (c) Contractor shall incorporate this paragraph into any agreement it enters into with any subcontractor or subgrantee providing services and/or conducting activities under this Contract.
49. 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 Special Terms and Conditions of the Award, the Contractor shall register with SAM. Additional information about obtaining a UEI number and registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
50. Build America, Buy America. *[Contracts for construction, alteration, maintenance, or repair of INFRASTRUCTURE only]*

- (a) This Contract is subject to the Build America, Buy America Act ("the Act"), Pub. L. No. 117-58, §§ 70901-52. As such, Contractor Parties shall comply with all requirements of the Act in the performance of this Contract, and in providing all goods or services in connection with the project described in Appendix A (the "Project"). The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a public infrastructure project. "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project.
 - (b) Buy America Preference, or Domestic Content Procurement Preference. In accordance with the Act, all iron and steel used in the Project must be produced in the United States, and all manufactured products and construction materials used in the Project must be manufactured in the United States. "Construction Materials" shall include an article, material, or supply, other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, that is, or consists primarily of: Non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.
 - (c) Waivers. When necessary, Contractor may apply directly to DOE for a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be based on a Public Interest, Nonavailability, or Unreasonable Cost justification as set forth in the Act. Contractor shall inform DEEP of any waiver request made to DOE pursuant to this contract and provide a copy of the same to DEEP upon request. Contractor shall include information regarding any waiver(s) applied for and the status of DOE determination in its periodic reports to DEEP.
 - (d) Compliance with the Act, in each contract and subcontract related to the Project, is subject to audit by appropriate federal and state entities, and (ii) any failure by the Contractor to comply with the applicable federal requirements and this Contract may result in termination of DEEP's obligation to make payments hereunder. The Contractor shall incorporate this paragraph into any agreement it enters into with any subcontractor or subgrantee providing services and/or conducting activities under this Contract.
51. This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). As such, Contractor Parties shall comply with all requirements of Title 40 of the United States Code, Chapter 31, commonly referred to as the "Davis-Bacon Act" (DBA). All laborers and mechanics employed by the Contractor, Contractor Parties, subgrantees, or subcontractors in the performance of construction, alteration, or repair work on multifamily buildings with five (5) or more units which has been assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with the DBA.
- (a) With respect to work funded under the Weatherization Assistance Program, this clause only applies to work performed on multifamily buildings with five (5) or more units. Single family homes or multifamily buildings with four (4) or less units are not required to comply with these requirements.
 - (b) The Contracting Parties shall comply with all Davis-Bacon Act requirements, including but not limited to the following:
 - (1) The Contractor shall ensure that the wage determination(s) and appropriate Davis-Bacon clauses and requirements flow down to and are incorporated into any applicable subcontracts.
 - (2) The Contractor shall be responsible for compliance by its subcontractors with the Davis-Bacon labor standards.
 - (3) The Contractor shall receive and review certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues. The Contractor shall make said payrolls available for inspection by DEEP upon request.
 - (4) The Contractor shall maintain original certified weekly payrolls for three (3) years after the completion of the project and must make those payrolls available to the DOE, the Department of Labor, or DEEP upon request, as required by 29 CFR 5.6(a)(2).
 - (5) The Contractor shall conduct payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE or DEEP.

- (6) The Contractor shall cooperate with any authorized representative of the Department of Labor or DEEP in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) The Contractor shall post in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) The Contractor shall notify DEEP of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from employees of the Contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Agreement.
- (9) The Contractor shall prepare and submit to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system. The Contractor shall, upon request, provide copies of any of said Reports to DEEP.
- (c) The Contractor must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. DEEP will notify the Contractor of any DOE sponsored Davis-Bacon Act compliance trainings when notified of such trainings by DOE. The U.S. Department of Labor ("DOL") offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.
- (d) For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.
- (e)

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.

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 only, contingent upon receipt by DEEP of detailed invoices in the format set forth on Appendix C with all required supportive documentation, including proof of payment. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. DEEP's Right to Withhold Payments:
 1. The Commissioner may withhold a portion of any Periodic Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:
 - i. To ensure the payment then due and unpaid to any person or entity supplying labor or materials for the work.
 - ii. To protect the Commissioner from loss due to defective, unacceptable, or non-conforming work not remedied by the Contractor.
 - iii. To protect the Commissioner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act or neglect of the Contractor or any of the Contractor's subcontractors.
 - iv. **Any other legally valid reason.**
 2. **The Commissioner may apply any amount withheld under this provision as the Commissioner may deem proper. The amount withheld shall be considered a payment to the Contractor, such that, for example, if the Contractor submits an invoice that is partially paid and the balance on the invoice is withheld and paid directly to a subcontractor paid pursuant to this section, the invoice shall be considered paid in full and DEEP would not owe the Contractor further payment on that invoice .**
- c. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit with its project status report the cause and what if any impact there is to the approved budget and/or Project schedule.
- d. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection by check made payable to the "Treasurer -State of Connecticut" within 90 days of the Contract expiration date.

APPENDIX C
Billing Form
(To be used when requesting reimbursement)

1. Project Name:
2. Contract No:
3. PO No:
3. Name of Contractor :
4. Type of Request: ☐ Partial Payment ☐ Final Payment
5. Period Covered:

Bill To:

Dept of Energy and Environmental Protection
Financial Management Division Accounts Payable
79 Elm St
Hartford, CT 06106-5127

Please remit to:

1. Previous Account Balance: \$_____
2. Amount Requested This Payment \$_____

Description of Project Expenses Incurred and Submitted for Reimbursement (Include all supporting documentation as additional pages):

<u>Vendor</u>	<u>Invoice Number</u>	<u>Date</u>	<u>Amount</u>	<u>Purpose</u>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

3. Remaining Balance following this Payment (#1 minus #2): \$_____

Certification: I certify that to the best of my knowledge and belief, the billed cost of disbursement are in accord with the terms of the personal service agreement/grant contract. I certify that an inspection of the site has been performed and that all of the work is in accord with the terms of the grant.

Authorized Agent

Date

Amount Remitted: _____

For DEEP:

Amount	Account	Fund	Dept.	Program	SID	Bud Ref	Project	Activity
DEEP Approval: _____ Date_____								

SAMPLE

Name of Respondent:

Small Multi-Unit (2-4 units) Sample Budget Template PY26 - PY28

Use this sample template to estimate your program costs by budget category for each program year.

Budget Category	PY 26			PY 27	PY 28	Region 1	Budget (Not to exceed)
Program Operations						\$ -	
Health & Safety						\$ -	15% of Program Operations
Training and Technical Assistance						\$ -	
Financial Audits						\$ -	
Insurance						\$ -	
Administration						\$ -	
Vehicles/Equipment						\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Unit Production Goal		
Average Cost Per Unit (ACPU)		
ACPU = (Program Operations + Vehicles & Equipment) / Unit Goal		

Provide a brief narrative describing how you decided on your budget and any concerns with the budget levels.

Name of Respondent:

Multifamily (5+ units) Sample Budget Template PY26 - PY28

Use this sample template to estimate your program costs by budget category for each program year.

Budget Category	PY 26			PY 27	PY 28	Statewide	Budget (Not to exceed)
Program Operations						\$ -	
Health & Safety						\$ -	15% of Program Operations
Training and Technical Assistance						\$ -	
Financial Audits						\$ -	
Insurance						\$ -	
Administration						\$ -	
Vehicles/Equipment						\$ -	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Unit Production Goal			
Average Cost Per Unit (ACPU)			

ACPU = (Program Operations + Vehicles & Equipment) / Unit Goal

Provide a brief narrative describing how you decided on your budget and any concerns with the budget levels.