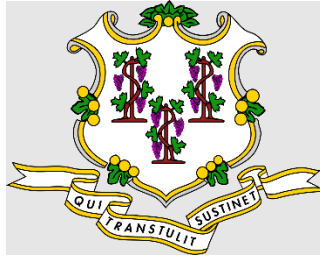


**STATE OF CONNECTICUT PROCUREMENT NOTICE**

# **Request for Proposals (RFP) For Weatherization Assistance Program Service Providers**

## **Issued By:**

The Department of Energy and Environmental Protection

April 24, 2023

The Request For Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for The Department of Energy and Environmental Protection <https://portal.ct.gov/DAS/CTSource/BidBoard> or from CT DEEP's Official Contact:

Name: Katrina Vallett  
Address: 10 Franklin Square, New Britain, CT 06051  
Phone: 860-827-2640  
E-Mail: [Katrina.Vallett@ct.gov](mailto:Katrina.Vallett@ct.gov)

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

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

**RESPONSES MUST BE RECEIVED NO LATER THAN**

**May 24, 2023**

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

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

## TABLE OF CONTENTS

	Page
Section I — GENERAL INFORMATION . . . . .	3
A. Introduction . . . . .	3
B. Instructions . . . . .	3
Section II — PURPOSE OF RFP AND SCOPE OF SERVICES. . . . .	7
A. Agency Overview . . . . .	7
B. Service Overview . . . . .	7
C. Scope of Services Description. . . . .	11
D. Performance Measures . . . . .	16
E. Contract Management/Data Reporting . . . . .	17
Section III — PROPOSAL SUBMISSION OVERVIEW . . . . .	18
A. Submission Format Information . . . . .	18
B. Evaluation of Proposals . . . . .	20
Section IV — REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS . . . . .	28
A. Cover Sheet . . . . .	28
B. Table of Contents . . . . .	28
C. Executive Summary . . . . .	28
D. Main Proposal Submission Requirements . . . . .	29
E. Attachments . . . . .	30
F. Declaration of Confidential Information . . . . .	31
G. Conflict of Interest – Disclosure Statement. . . . .	31
H. Statement of Assurances . . . . .	31
Section V — MANDATORY PROVISIONS . . . . .	31
A. Standard Contract Provisions . . . . .	31
B. Assurances . . . . .	31
C. Terms and Conditions . . . . .	32
D. Rights Reserved to the State . . . . .	33
E. Statutory and Regulatory Compliance . . . . .	35
Section VI — APPENDIX . . . . .	38
A. Abbreviations / Acronyms / Definitions . . . . .	38
B. Documents/References . . . . .	39
C. Statement of Assurances . . . . .	40
D. Proposal Checklist . . . . .	41
Exhibit A – Service Territories Map . . . . .	42

## I. GENERAL INFORMATION

### ■ A. INTRODUCTION

- 1. RFP Name and Number.** Weatherization Assistance Program Service Provider, Solicitation #DEEP04242023CM.
- 2. RFP Summary.** The Connecticut Department of Energy and Environmental Protection (CT DEEP) will use the results of this RFP to select qualified Service Providers for the Connecticut Weatherization Assistance Program (Connecticut WAP or CT WAP) for servicing single-family and multi-family housing. The single-family program will be funded through the state's formula funding allocation, and the multi-family program will be financed through the Bipartisan Infrastructure Law (BIL).
- 3. RFP Purpose.** DEEP will use the results of this RFP to select qualified Service Providers for the CT WAP. The Service Providers will be selected through the process required by state and federal laws, regulations, and procurement practices. Pursuant to the Code of Federal Regulations 10C.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 the most qualified Service Provider(s) for CT WAP for a three-year (3-year) contract – Program Year 2023 (July 1, 2023 – June 30, 2024) through Program Year 2025 (July 1, 2025 – June 30, 2026) – with an option for DEEP to extend contracts for additional Program Years. Initial contract periods will be for three years, contingent 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.

- 4. Commodity Codes.** The services that CT DEEP wishes to procure through this RFP are as follows:
  - 00000000: Unknown
  - 80000000: Management and Business Professionals and Administrative Services
  - 83101900: Energy Conservation

### ■ B. INSTRUCTIONS

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

prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: Katrina Vallett  
Address: 10 Franklin Square, New Britain, CT 06051  
Phone: 860-827-2640  
E-Mail: Katrina.Vallett@ct.gov

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

**2. Registering with State Contracting Portal.** Respondents must register with the State of CT contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the CT DEEP contact.

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

**3. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following 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 proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTsource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

**4. Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (\*). CT 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, CT DEEP's RFP Web Page.

- RFP Released: April 24, 2023
- RFP Conference: May 8, 2023
- Deadline for Questions: May 10, 2023, at 5:00 PM ET
- Answers Released: May 17, 2023
- Proposals Due: May 24, 2023, at 4:00 PM ET
- (\*) Proposer Selection: June 14, 2023
- (\*) Start of Contract Negotiations: June 15, 2023
- (\*) Start of Contract: July 1, 2023

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

**Single Family Program**

- Total Funding Available: Approximately \$3.2 million each Program Year
- Number of Awards: Up to three (3)
- Contract Cost: Up to \$9.8 million
- Contract Term: Three years, PY23 – PY25
- Funding Source: US Department of Energy

**Multi-Family Program**

- Total Funding Available: Approximately \$7.4 million each Program Year
- Number of Awards: One (1)
- Contract Cost: Up to \$27.8 million
- Contract Term: Three years, PY23 – PY25
- Funding Source: US Department of Energy

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

**7. Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

- Capacity to complete and undertake the program activities as reflected in the CT WAP [Operations Manual](#).
- Knowledge of the current CT WAP State Plan ([Formula](#) and [BIL](#) funding allocations).
- Relevant experience performing energy efficiency retrofits or related experience.
- Ability to serve all residents equally across the service territory(ies) awarded.
- A clear understanding of the vehicles and technical equipment necessary to perform all aspects of the program. Proposals with substantial need to acquire vehicles or equipment will not be discouraged.
- A realistic plan to obtain the required equipment, workforce, and training, as indicated in the current CT WAP State Plan, within 60 days of award.
- A clear understanding of the Uniform Administrative Guidance for this grant as outlined in [Title 2 of the Code of Federal Regulations Part 200 \[2 C.F.R. 200\]](#).
- Ability to collect and share all program data in a timely manner, as requested, by CT DEEP.
- 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. CT DEEP will reject any proposal that deviates significantly from the requirements of this RFP.

**8. Letter of Intent.** A Letter of Intent (LOI) is not required by this RFP.

**9. Inquiry Procedures.** All questions regarding this RFP or CT 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, CT 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, CT DEEP may or may not respond to questions received after the deadline. CT 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.

CT DEEP will release the answers to questions on the date(s) established in the Procurement Schedule. CT DEEP will publish any and all amendments to this RFP on the State Contracting Portal and, if available, on CT DEEP's RFP Web Page. At its discretion, CT DEEP may distribute any amendments to this RFP to prospective proposers who attended the RFP Conference.

- 10. RFP Conference.** An RFP conference will be held to answer questions from prospective proposers. Attendance at the conference is optional.

Register for the RFP Conference [here](#).

- 11. Proposal Due Date and Time.** The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time: May 24, 2023 at 4:00 PM ET.

Proposals received after the due date and time will be ineligible and will not be evaluated. CT DEEP will send an official letter alerting late respondents of ineligibility.

**An acceptable submission must include the following:**

- One (1) conforming electronic copy of the original proposal.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

- The electronic copy of the proposal must be emailed to the official agency contact for this procurement. The subject line of the email must read: WAP Service Provider RFP Submission. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects CT DEEP's server limitations. Respondents should work to ensure there are not additional IT limitations from the provider side.

- 12. Multiple Proposals.** The submission of multiple proposals is 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 territory and may also submit a proposal as part of a team providing services statewide. Respondents may also submit separate proposals for single family and multifamily services, if desired. 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 approval 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 cheaper, cleaner, and more reliable energy available for the people and businesses of the state.

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

The U.S. Department of Energy's (DOE's) Low-Income Weatherization Assistance Program (WAP or the Program) 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).

The Grantee for the WAP in the State of Connecticut is the Department of Energy and Environmental Protection (DEEP or CT DEEP).

DEEP is committed to ensuring an equitable delivery of WAP services to environmental justice communities, communities of color, disadvantaged communities as defined by the Justice40 Initiative, and census tract communities with high average energy burdens.

DEEP seeks to contract with selected Service Provider(s) to deliver weatherization services to low-income households as part of the Connecticut WAP.

### ■ B. SERVICE OVERVIEW

**The purpose of this RFP** is to solicit proposals from qualified Service Provider(s) capable of administering the WAP in Connecticut within the defined service territories (see map in Exhibit A on p. 42).

As stipulated in DOE regulations, the Connecticut WAP is contracted to 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 non-profit, community action agency, or unit of local government.**

**Weatherization services are requested for these two specific housing programs:**

1. **Single-family housing:** Services will be delivered to **single-family housing** within **two service territories**. CT DEEP will select one (1) or more Service Provider(s) to deliver services within each territory. Single-family housing means a residence consisting of one to four dwelling units in a building. For purposes of this RFP, **manufactured housing** may be considered part of the single-family program. The single-family program will be funded through the state's formula fund allocation as determined by DOE. Connecticut WAP is currently conditionally approved by DOE to weatherize manufactured homes and single-family housing.

2. **Multi-family housing:** One (1) Service Provider to deliver services to **multi-family housing**. The multi-family service territory will be **state-wide** and is defined as five (5) or more dwelling units in a building or property. The multi-family program will be funded by the BIL grant funds allocation. Connecticut WAP will utilize BIL grant funding to acquire accreditations and specialized staff to weatherize multi-family housing. Multi-family weatherization will be conducted in accordance with DOE program notices.

**Respondents may apply to serve either single-family or multi-family or both. Specific details on application requirements are below.**

Connecticut WAP will focus outreach efforts in areas of the State which are determined to be Environmental Justice communities as defined by Conn. Gen. Stat. § 22a-20a, as well as HUD qualified census tracts. Selected Service Provider(s) shall be required to serve an entire service territory (see map in Exhibit A on p. 42), and shall not discriminate on the basis of location, but rather shall follow routine 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 III B (**Program Proposal**) and described in the **Scope of Service Section C of this RFP**.

**Estimated Program Budgets<sup>1</sup> and Estimated Unit Production<sup>2</sup>  
by Service Territory and Program Year**

<b>Service Territory</b>		
Geographic Area	Total Budget PY2023-2025	Total Units PY2023-2025
Single-family Territory 1	\$4,876,298	390
Single-family Territory 2	\$4,876,298	390
Multi-family (statewide)	\$27,804,213	2,652

<b>Single Family<sup>3</sup></b>	PY 2023	PY 2024	PY 2025	Total
Units Territory 1	130	130	130	390
Units Territory 2	130	130	130	390
Total Single- family	260	260	260	<b>780</b>
<b>Multi-Family<sup>4</sup></b>	PY2023	PY2024	PY2025	Total
Units - Statewide	884	884	884	<b>2,652</b>
<b>* All Budgets and Production Goals subject to change</b>				

<sup>1</sup> Subject to change annually based on Congressional appropriation

<sup>2</sup> Re-calculated each program year based on Congressional appropriation

<sup>3</sup> Estimated; subject to change in PY24 and PY25. Unit production goals are calculated each program year dependent on the amount of the grant appropriated by Congress and potential adjustment to the Average Cost Per Unit (ACPU) as defined in [10 CFR 440.18](#)

<sup>4</sup> There is a potential for a ramp-up period which would require fewer units to be completed in PY23 while still reaching the three-year target by the end of PY25. Such a ramp-up period will be negotiated during the contracting phase.



**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 non-profit, community action agency, or unit of local government.**

- Service Provider selection is outlined in Section 103 of 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 has the responsibility 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 CT DEEP and DOE;
  - Collaborate and coordinate with other programs and program administrators, including but not limited to the [Conservation & Load Management \(C&LM\) programs](#) and the [Residential Energy Preparation Services \(REPS\) program](#) at the sole discretion of CT 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 CT DEEP.
  - CT DEEP seeks to ensure service to each area of the state, especially those areas that have historically been underserved (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 Uniform Administrative Guidance for this grant is outlined in Title 2 of the Code of Federal Regulations Part 200 [2 C.F.R. 200], and in accordance with the provisions and procedures contained in the Connecticut Low- Income Weatherization Assistance Program [Operations Manual](#) and in the Connecticut Low-Income Weatherization Assistance Program [Standard Work Specifications](#).

### Grant Period

The purpose of this RFP is to identify providers for Federal Program Years 2023 - 2025 (July 1st 2023 – June 30th 2026). CT DEEP intends to select the most qualified Service Provider(s) for a **three-year contract(s)** beginning in program year 2023. Any multi-year contract will be contingent upon performance and may be amended or terminated by DEEP due to Service Provider underperformance.

Future contract implementation periods may be different, depending on the program needs and federal grant funding cycles. Demonstrating a capacity to provide services on a long-

term and ongoing basis is looked upon favorably in the review process to ensure continuity of services between grant cycles.

The Connecticut WAP is conducted under a contract between the State and the Service Provider(s) for the allocation of weatherization funds. The amount of the contract will be determined by the State, based on the amount of weatherization funding available and the allocation formula. Should one or more Service Provider(s) underperform, DEEP will reserve the right to work with high-performing Service Provider(s) to reallocate funding, assigned service territories, and/or unit goals to ensure the achievement of annual program goals. The standard period of the contract is normally for a three-year period or until otherwise terminated as stipulated in the contract. Contract periods may be extended at the discretion of the State.

#### **Formula Funds: Single-family Program**

Annual funding for the Connecticut Low-Income Weatherization Assistance Program is derived from the federal Department of Energy Low-Income Weatherization Assistance Program which is allocated by application of a statewide formula documented in the CT WAP Operations Manual. The estimated annual funding for both Formula and BIL is shown in the chart below.

The Connecticut allocation total is awarded to CT DEEP which is the designated grantee and administrator of the CT WAP. Contracts issued to Service Provider(s) will reflect actual funding and specific Scopes of Work. DEEP reserves the right to further negotiate the terms and conditions of the grant with the selected provider(s) and may utilize multiple resources within a given territory on a permanent or temporary basis as is deemed necessary to ensure continuity of services and to achieve annual program goals.

#### **Bipartisan Infrastructure Law: Multi-family program**

During the BIL grant period (PY2023-2025), DEEP will work with the selected Service Providers to deliver services to multi-family housing of five (5) or more units.

Programmatic direction specific to the implementation of WAP formula funding from the BIL, including some key impacts and federal requirements, are found in [WPN 22-1](#).

All production goals for both single- and multi-family programs are determined by the availability of Program funding.

<b>Estimated Annual Funding for PY2023-2025</b>	
Funding Source	Amount
Formula (SF or manufactured)	\$3,250,865
BIL (multi-family)	\$9,268,071

#### **Service Territories:**

**Single-family** Service providers will serve one or both of the specific CT DEEP service territories depicted on the service territory map in **Exhibit A**, and shall not discriminate on the basis of location, but rather shall follow routine prioritization guidance when scheduling clients for service. **Respondents for the single-family program MUST submit responses for each service territory**, either providing a separate response and budget for each territory, or one response for the entire single-family program. 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.

Selected **Multi-family Service Provider(s)** shall be required to service the entire state and shall not discriminate on the basis of location, but rather shall follow routine 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

According to its assessment of need, the State may periodically issue requests for proposals from local entities wishing to be a sub-recipient of the DOE grant to provide local services under the CT WAP. The procurement of a Service Provider will be conducted in an open and competitive proposal process. Per Title 10 of the Code of Federal Regulations Part 440 § 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. For an entity in Connecticut to qualify as a new Service Provider, it must meet the requirements at CT WAP Operations Manual - Section 103 Subgrantee (Service Provider) Selection.

As a threshold matter, all work undertaken by Connecticut WAP shall be performed in accordance with the DOE-approved energy audit procedures and 10 C.F.R. § 440.

### Technical Guides and Materials

The documents on the Connecticut Department of Energy and Environmental Protection Connecticut Weatherization Assistance Program [portal](#) 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:

- DOE program notices and Memorandums, including:
  - [DOE WPN 22-4](#)
  - [DOE WPN 20-4](#)
  - [DOE WPN BIL 22-1](#)
  - [DOE WPN BIL 22-2](#)
  - [DOE WPN 22-9](#)
- [CT WAP Quality Work Plan](#) requirements
- [CT WAP Weatherization Field Guide Standard Work Specifications \(SWS\) Aligned Edition Version \(083021\)](#), copyright 2021
- [CT WAP Operations Manual](#) (Revised 2022)
- The current Year State Plan/Master File
- [Title 10 of the Code of Federal Regulations Part 440 \[10 C.F.R. 440\]](#)
- [Justice 40 Initiative](#)

### Requirements Specific to the Services

There are two separate services requested in this RFP:

- **Single-family Program**
- **Multi-family Program**

Services are described in detail below. **Services listed are common to both programs unless noted otherwise.** Any services specific to an individual program are indicated as such.

## 1. Organizational Expectations

CT DEEP must ensure that each respondent is a Community Action Agency (CAA) or other public or nonprofit entity, or a unit of general-purpose local government.

- Each Service Provider will be selected 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;
  - 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.
- Experience and performance in construction for energy efficiency upgrades and/or housing renovation activities.

## 2. Service Expectations

- Core Components of Service: See tables under **Section D** Performance Measures;
- Legal Requirements around Compliance with State/Federal Regulations;
  - **Multi-family Program:** Knowledge of flow-down requirements for BIL WPN BIL 22-1;
- 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 CT 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 sole discretion of CT 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 utility-administered [Conservation & Load Management \(C&LM\) programs](#) and the [Residential Energy Preparation Services \(REPS\) program](#). Arrangements or agreements to implement data sharing and referral processes with other program administrators shall be approved by CT DEEP and shall be consistent with the purpose of this paragraph. Such arrangements or agreements shall not create a legal right of the Service Provider to direct or require reporting on the activities of a CT DEEP program administrator and shall not create a legal right of the Service Provider to enforce any obligations that arise out of a contract between CT DEEP and the CT DEEP program administrator; and

- Uniformly effective implementation of CT WAP throughout the awarded service territory. 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 service territory, funding, and/or production goals of any Service Provider that cannot meet uniform service standards.
- **Single-family Program:** Selected Service Provider(s) are required to serve the entire designated service territory(ies) and shall only use CT DEEP-approved criteria when prioritizing client scheduling for service.
- **Multi-family Program:** Selected Service Provider(s) shall be required to service the entire state and shall only use CT DEEP-approved criteria when prioritizing client scheduling for service.

### 3. Staffing Expectations

- The planning of staffing needs shall reflect the lists of Service Provider functions in the areas of administration, casework, service delivery, fiscal, reporting, quality management, and training.
- Staffing must address equity and diversity issues by adhering to the Justice40 Initiative, prioritizing individuals from historically underrepresented communities and partnerships with minority owned or led businesses, organizations, and groups.
- Weatherization program personnel experience, at all levels, should reflect the capacity to administer and deliver program services as described in this RFP. Workforce can be in house or subcontracted:
  - Supervisory staff
  - Program support staff
  - Auditors and Quality Control Inspectors
  - 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 territory 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;
  - To successfully implement **the BIL funding**, Connecticut WAP will coordinate and fund training for Service Provider(s) and the subcontractor network level of the program;
  - Connecticut WAP will work with the selected Service Provider(s) to recruit and train support staff to assist with program implementation; and
  - Whether crew- or contractor-based, there will be a need for Retrofit Installers, Crew Leads, Energy Auditors, QCI's, and other trade professionals (HVAC, electrician, etc.).

#### 4. Data and Technology Expectations

- **Single-family Program Audit Procedures:** The CT WAP currently uses DOE's Weatherization Assistance tools, however, DEEP intends to use the Hancock Energy Audit Tool (HEAT) in the future for single-family and manufactured housing. CT DEEP will seek DOE approval for this software in Connecticut.
- **Multi-family program Audit procedures:** DEEP proposes to use the TREAT software as an energy audit tool for multi-family units.
- DEEP expects to utilize Hancock project management [software](#) as a tool for energy modeling, data collection, work orders, and contract management for measures to be taken in multi-family, single-family, and manufactured housing units. **Hancock** project management software will also generate reports for compliance.
- Acquire appropriate technology hardware necessary to conduct audits, coordination, and program management (iPads, mobile browsers such as Blackberry, iPhone and other mobile devices and smart phones). Technology hardware purchases are reimbursable if selected as a Service Provider.
- Respondent must have capacity to maintain access, understanding, and use of project management and audit software.
  - Respondent must demonstrate capacity and willingness to learn software. DEEP staff will provide front-line technical support for Service Provider(s).
- Possess business-related computer skills including Microsoft Word, Excel, PowerPoint, 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 insurance 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. Upon request, must provide the State with Certificates of Insurance that document the required coverage, the

limits of liability and coverage dates of Service Provider(s) policies. All documents and coverage must be current.

- Workers' Compensation as required by state law.
- Cancellation: Respondent must immediately notify DEEP if any required insurance is canceled or modified in amount. In the event of a cancellation of Respondent's coverage, DEEP will make no further disbursements to Respondent until certification is provided by a company that the coverage has been restored. In the event such verification is not received by DEEP within ten (10) days of the Notice of Cancellation, Respondent must agree to return the balance of all monies paid to Respondent under its contractual agreement.

## 6. Budget Expectations

- Single-family program:
  - Funding: Will be funded from the DOE grant award to DEEP.
  - Period of Award: Three-year contract, renewable, contingent upon previous year performance

<b>WAP - Formula</b>				
Budget Category	<b>Statewide</b>			
	PY23	PY24	PY25	Total
Program Operations	\$2,145,049	\$2,145,049	\$2,145,049	<b>\$6,435,147</b>
Health & Safety	\$321,758	\$321,758	\$321,758	<b>\$965,274</b>
Training & Technical Assistance (T&TA)	\$50,000	\$50,000	\$50,000	<b>\$150,000</b>
Financial Audits	\$10,000	\$10,000	\$10,000	<b>\$30,000</b>
Insurance	\$20,000	\$20,000	\$20,000	<b>\$60,000</b>
Administration	\$273,584	\$273,584	\$273,584	<b>\$820,753</b>
Vehicles/Equipment	\$50,000	\$50,000	\$50,000	<b>\$150,000</b>
Weatherization Readiness Funds	\$380,474	\$380,474	\$380,474	<b>\$1,141,422</b>
<b>Total</b>	<b>\$3,250,865</b>	<b>\$3,250,865</b>	<b>\$3,250,865</b>	<b>\$9,752,596</b>

- Multi-family program:
  - Funding: Will be funded through BIL

- Period of Award: Three-year contract, renewable, contingent upon previous year performance

<b>WAP - BIL</b>				
Budget Category	<b>Multifamily - Statewide</b>			
	PY23	PY24	PY25	Total
Program Operations	\$6,930,674	\$6,930,674	\$6,930,674	<b>\$20,792,021</b>
Health & Safety	\$1,039,601	\$1,039,601	\$1,039,601	<b>\$3,118,804</b>
Training & Technical Assistance (T&TA)	\$250,000	\$250,000	\$250,000	<b>\$750,000</b>
Financial Audits	\$18,750	\$18,750	\$18,750	<b>\$56,250</b>
Insurance	\$37,500	\$37,500	\$37,500	<b>\$112,500</b>
Administration	\$866,546	\$866,546	\$866,546	<b>\$2,599,638</b>
Vehicles/Equipment	\$125,000	\$125,000	\$125,000	<b>\$375,000</b>
<b>Total</b>	<b>\$9,268,071</b>	<b>\$9,268,071</b>	<b>\$9,268,071</b>	<b>\$27,804,212</b>

- Respondent 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.
- Respondent must demonstrate sufficient fiscal capacity to carry the program expenses for 60 days before reimbursement from DEEP.

#### ■ D. PERFORMANCE MEASURES

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

- The Service Provider shall provide program services to a minimum number of dwelling units each program year.
- 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 service territories in accordance with funding and/or performance.
- 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.
- In alignment with WPN 20-4 and WPN 22-4, more frequent monitoring (quarterly or semiannual) will be conducted at Service Provider(s) that have been identified as having significant deficiencies.

<b>Single Family</b>	PY 2023	PY 2024	PY 2025	Total
Region 1	130	130	130	390
Region 2	130	130	130	390
Total single-family	260	260	260	780
<b>Multi-Family</b>				
Total Units	884	884	884	2,652

<b>Typical Key Milestones for WAP Program Year</b>	
By September 1	<ul style="list-style-type: none"> <li>• Adequate staffing in place to achieve production goals</li> <li>• On-site audits begun in all regions</li> <li>• Procurement completed and subcontracts fully executed</li> </ul>
By January 1	<ul style="list-style-type: none"> <li>• The Service Provider submits a self-assessment report* to DEEP</li> </ul>
By February 1	<ul style="list-style-type: none"> <li>• 50% of target unit audits completed<sup>5</sup></li> <li>• 50% of work orders assigned to subcontractors</li> </ul>
By April 1	<ul style="list-style-type: none"> <li>• The Service Provider submits a self-assessment report to DEEP</li> <li>• The Service Provider submits a projected unit completion summary to DEEP</li> </ul>
On or before June 30	<ul style="list-style-type: none"> <li>• 100% of estimated units completed</li> <li>• Average Cost Per Unit (ACPU) compliance achieved (dollar amount subject to change)</li> </ul>
* 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/vendors 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

<sup>5</sup> May be adjusted during contracting to account for ramp-up period

improvements. As such, DEEP reserves the right to request/collect other key data and metrics from providers/vendors.

Selected Respondent(s) must coordinate service and referrals with other residential energy service programs, such as the Residential Energy Preparation Services program (REPS), as necessary, and ensure program delivery, as instructed by DEEP. Referrals to such programs are required at DEEP's discretion.

All information related to WAP program 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 Respondent(s) to track progress and assist Respondent(s) as needed.

### III. PROPOSAL SUBMISSION OVERVIEW

#### ■ A. SUBMISSION FORMAT INFORMATION

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

- 4. Executive Summary.** Proposals must include a high-level summary of the main proposal and cost proposal, not exceeding two (2) pages. The summary must also include the organization's eligibility and qualifications to respond to this RFP.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- 6. Style Requirements.** This is an electronic submission. Submitted proposals must conform to the following specifications:
  - Page Limit: 30
  - Font Size: 12 pt.
  - Font Type: Times New Roman
  - Margins: 1"
  - Line Spacing: 1.5
- 7. Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
- 8. Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all applicable rules, regulations and interpretations. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).
- 9. Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. §1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. §1-85."*

## ■ B. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of CT DEEP to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, CT DEEP will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. §4-217) and the State's Code of Ethics (pursuant to C.G.S. §§1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee.** CT DEEP will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. CT DEEP Head will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.
- 3. Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further CT 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 **Single-family Program Proposal Format** form and the **Multi-family Proposal Format** form, below.
  - Organizational Qualifications
  - Service Qualifications
  - Staffing Qualifications
    - Note: As part of its evaluation of the Staffing Plan, the Review Committee will review the proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies §46A-68j-30(10).
  - 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.**

<b>Connecticut Low-Income Weatherization Assistance Program Proposal Single-family Program Proposal Format</b>		
Please select <b>one</b> of the territory options for this proposal. <b>Respondents for the single-family program MUST submit responses for each service territory</b> , either providing a separate response and budget for each territory, or one response for the entire single-family program (Both Territory 1 & 2).		<b>Territory 1</b>
		<b>Territory 2</b>
		<b>Both Territory 1 &amp; 2</b>
<b>Elements of the Proposal</b>		
<b>Maximum Points Available = 132</b>		<b>Available Points</b>
<b>1. Organizational Qualifications</b>		
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		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 diversity, equity, and inclusion plans and practices of your organization in relation to customer outreach and services, such as customer language assistance services, targeted outreach, etc.		5
1i. Provide relevant information about the diversity, equity, and inclusion plans and practices of your organization in relation to staffing, such as diversity in hiring and contracting, cultural competence education and training, 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
<b>Maximum Available Points</b>		<b>40 Points</b>
<b>2. Service Qualifications for Single-Family</b>		

Provide a summary detailing the experience and performance in construction for energy efficiency upgrades and/or housing renovation activities in <b>single-family</b> homes:	
2a. Capacity to conduct outreach to and serve the Target Population	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): % of goals & benchmarks met. Also include information about the following: <ul style="list-style-type: none"> <li>• Average completion time of projects from start to finish</li> <li>• How quickly your organization has paid subcontractors after completion of work</li> <li>• Average turnaround time for customer calls/inquiries</li> <li>• Internal Quality Assurance plans</li> <li>• Business Ethics plans for employees</li> </ul>	15
<b>Maximum Available Points</b>	<b>27 Points</b>
<b>3. Staffing Qualifications</b>	
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.	
<ul style="list-style-type: none"> <li>• <b>Program/construction manager resume</b> with weatherization experience or energy efficiency experience</li> <li>• At least 1 fully qualified program/construction manager is recommended</li> <li>• 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</li> </ul>	8
<ul style="list-style-type: none"> <li>• <b>Auditor resumes</b> with: <ul style="list-style-type: none"> <li>○ BPI Home Energy Professional (HEP) Energy Auditor</li> <li>○ EPA Certified Renovator Renovation, Repair and Painting (RRP)</li> <li>○ OSHA 10</li> <li>○ OSHA Confined Space</li> </ul> </li> <li>• At least 3 fully qualified auditors per region is recommended</li> <li>• 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</li> </ul>	5
<ul style="list-style-type: none"> <li>• <b>QCI resume</b> with:</li> </ul>	7

<ul style="list-style-type: none"> <li>○ BPI Home Energy Professional (HEP) Energy Auditor</li> <li>○ BPI HEP Quality Control Inspector Micro-credential</li> <li>○ EPA Certified Renovator Renovation, Repair and Painting (RRP)</li> <li>○ OSHA 10</li> <li>○ OSHA Confined Space</li> <li>● At least 2 fully qualified QCIs per region is recommended</li> <li>● 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</li> </ul>	
<ul style="list-style-type: none"> <li>● <b>Field Operations Staff: Crew Chief resume with:</b> <ul style="list-style-type: none"> <li>○ Meets all auditor requirements</li> <li>○ ASHRAE 62.2 2016</li> <li>○ Hazardous Materials Awareness</li> <li>○ Residential Radon Awareness</li> </ul> </li> <li>● Crew Chief certification can be in-house or subcontracted</li> <li>● At least 1 Crew Chief is recommended</li> <li>● 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</li> </ul>	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
<b>Maximum Available Points</b>	<b>35 Points</b>
<b>4. Data and Technology Qualifications</b>	
Provide a narrative description of the below:	
4a. Software experience (NEAT/MHEA)	5
4b. Knowledge and possession of business-related computer skills including Microsoft Word, Excel, PowerPoint, email, and internet usage	5
<b>Maximum Available Points</b>	<b>10 Points</b>
<b>5. Financial Qualifications</b>	
Provide a narrative description and/or documentation demonstrating compliance with the below items:	
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 (in section C6 above)	2
<b>Maximum Available Points</b>	<b>15 Points</b>

<b>6. Other</b>	
6a. Proposal quality, such as having correct spelling and grammar	5
<b>Maximum Available Points</b>	<b>5 Points</b>

<b>Connecticut Low-Income Weatherization Assistance Program Proposal Multi-family Program Proposal Format</b>	
Please select one of the territory options for this proposal:	
	<b>State-wide Territory</b>
<b>Elements of the Proposal</b>	
<b>Maximum Points Available = 125</b>	<b>Available Points</b>
<b>1. Organizational Qualifications</b>	
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 multi-family 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 diversity, equity, and inclusion plans and practices of your organization in relation to customer outreach and services, such as customer language assistance services, targeted outreach, etc.	5
1i. Provide relevant information about the diversity, equity, and inclusion plans and practices of your organization in relation to staffing, such as diversity in hiring and contracting, cultural competence education and training, 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
<b>Maximum Available Points</b>	<b>40 Points</b>
<b>2. Service Qualifications for Multi-family</b>	
Provide a summary detailing the experience and performance in construction for energy efficiency upgrades and/or housing renovation activities in <b>multi-family</b> 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: <ul style="list-style-type: none"> <li>• Average completion time of projects from start to finish</li> <li>• How quickly your organization has paid subcontractors after completion of work</li> <li>• Average turnaround time for customer calls/inquiries</li> <li>• Internal Quality Assurance plans</li> <li>• Business Ethics plans for employees</li> </ul>	8
<b>Maximum Available Points</b>	<b>20 Points</b>
<b>3. Staffing Qualifications</b>	
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.	
<ul style="list-style-type: none"> <li>• <b>Program/construction manager resume</b> with weatherization experience OR energy efficiency experience</li> </ul>	8
<ul style="list-style-type: none"> <li>• <b>Auditor resumes</b> with: <ul style="list-style-type: none"> <li>○ BPI Home Energy Professional (HEP) Energy Auditor</li> <li>○ EPA Certified Renovator Renovation, Repair and Painting (RRP)</li> <li>○ OSHA 10</li> <li>○ OSHA Confined Space</li> </ul> </li> <li>• Points awarded will be based on qualification level and quantity of qualified staff</li> <li>• At least 6 fully qualified auditors is recommended</li> </ul>	5

<ul style="list-style-type: none"> <li>• <b>QCI resume with:</b> <ul style="list-style-type: none"> <li>○ BPI Home Energy Professional (HEP) Energy Auditor</li> <li>○ BPI HEP Quality Control Inspector Micro-credential</li> <li>○ EPA Certified Renovator Renovation, Repair and Painting (RRP)</li> <li>○ OSHA 10</li> <li>○ OSHA Confined Space</li> </ul> </li> <li>• Points awarded will be based on qualification level and quantity of qualified staff</li> <li>• At least 6 fully qualified QCIs is recommended</li> </ul>	7
<ul style="list-style-type: none"> <li>• <b>Field Operations Staff: Crew Chief resume with:</b> <ul style="list-style-type: none"> <li>○ Meets all auditor requirements</li> <li>○ ASHRAE 62.2 2016</li> <li>○ Hazardous Materials Awareness</li> <li>○ Residential Radon Awareness</li> </ul> </li> <li>• Crew Chief certification can be in-house or subcontracted</li> </ul>	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
<b>Maximum Available Points</b>	<b>35 Points</b>
<b>4. Data and Technology Qualifications</b>	
Provide a narrative description of the below:	
4a. Software experience (TREAT)	5
4b. Knowledge and possession of business-related computer skills including Microsoft Word, Excel, PowerPoint, email, and internet usage	5
<b>Maximum Available Points</b>	<b>10 Points</b>
<b>5. Financial Qualifications</b>	
Provide a narrative description and/or documentation demonstrating compliance with the below items:	
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 (in section C6 above)	2
<b>Maximum Available Points</b>	<b>15 Points</b>
<b>6. Other</b>	
6a. Proposal quality, such as having correct spelling and grammar	5

<b>Maximum Available Points</b>	<b>5 Points</b>
---------------------------------	-----------------

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner or Agency Head. The final selection of a successful proposer is at the discretion of the Commissioner or Agency Head. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with CT DEEP. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at CT DEEP's discretion, about the outcome of the evaluation and proposer selection process. CT DEEP reserves the right to decline to award contracts for activities in which the Commissioner or Agency Head considers there are not adequate respondents.
- 6. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to CT DEEP's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and CT DEEP website.

## IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

### A. Cover Sheet

### B. Table of Contents

### C. Executive Summary

### D. Main Proposal

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

### F. Declaration of Confidential Information

### G. Conflict of Interest - Disclosure Statement

### H. Statement of Assurances

#### ***A: Cover Sheet***

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

- RFP Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

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

#### ***B: Table of Contents***

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

#### ***C: Proposer Executive Summary***

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

**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. CT 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 and Cultural Competency**

*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* . . . . .

Note: As part of its evaluation of the Staffing Plan, the Review Committee will review the proposer’s demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies §46A-68j-30(10).

4.2.2 Subcontractors

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

4.2.3 Cultural Competency

- a. Language Assistance Services . . . . .
- b. Diverse Hiring and Contracting . . . . .
- c. Cultural Competence Education and Training . . . . .

**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. . . . .

**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 proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. §1-210(b).

### **G: Conflict of Interest – Disclosure Statement**

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

### **H: Statement of Assurances**

Place after Conflict of Interest-Disclosure Statement. Sign and return (pg. 40).

## **V. MANDATORY PROVISIONS**

### **■ A. STANDARD CONTRACT PROVISIONS**

At the time of selection, the proposer will be required to enter into a contract for services consistent with the sample agreement shown in Attachment 1 or Attachment 2, depending on whether the resulting contract includes BIL funding. If applicable, the proposer shall comply with the Build America Buy America (BABAA), including providing the BABAA self-certification (Attachment 3), and shall comply with any Davis Bacon requirements. The selected proposers 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 proposer implicitly gives the following assurances:*

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

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor CT DEEP shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.



- 3. Exclusion of Taxes.** CT DEEP is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, CT DEEP may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by CT DEEP, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by CT DEEP. CT DEEP may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by CT DEEP. At its sole discretion, CT DEEP may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence.** If requested by CT DEEP, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. CT DEEP may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, CT DEEP may also check or contact any reference provided by the proposer.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or CT DEEP or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and CT DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by CT DEEP and, if required, by the Attorney General's Office.

#### ■ D. RIGHTS RESERVED TO THE STATE

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

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by CT DEEP.
- 2. Amending or Canceling RFP.** CT DEEP reserves the right to amend or cancel this RFP on any date and at any time, if CT 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, CT 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.** CT 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. CT DEEP may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. CT DEEP reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Contract Negotiation.** CT DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. CT DEEP further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, CT DEEP may seek Best and Final Offers (BFO) on cost from proposers. CT DEEP may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** CT DEEP reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
- 8. Key Personnel.** When CT DEEP is the sole funder of a purchased service, CT DEEP reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. CT DEEP also reserves the right to approve replacements for key personnel who have terminated employment. CT DEEP further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by CT 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 CT DEEP makes a written determination that such determination is in the best interests of the State. This includes, but is not limited to, failure of the administrator to meet the performance metrics set forth in the resulting contract.

## ■ E. STATUTORY AND REGULATORY COMPLIANCE

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

- 1. Freedom of Information, C.G.S. §1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. §4a-60 and Regulations of CT State Agencies §46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements Representation, C.G.S. §4a-81.** Pursuant to C.G.S. §§4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
- 4. Campaign Contribution Restriction, C.G.S. §9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a

calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_11\\_notice\\_only.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf)

**5. Gifts, C.G.S. §4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

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

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

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

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

this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

- 7. Nondiscrimination Certification, C.G.S. §4a-60 and 4a-60a.** If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.
- 8. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. §4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or DEEP] and the State Auditors of Public Accounts at no additional cost.

## 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
IREC	Interstate Renewable Energy Council
IRS	Internal Revenue Service (US)
JTA	Job Task Analysis
LOI	Letter of Intent
MF	Multi-Family Housing
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
REPS	Residential Energy Preparation Services
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
SF	Single-Family Housing
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 CT DEEP as a result of this RFP.
- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to CT DEEP in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to CT 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 CT DEEP as a result of this RFP

## **B. Documents/References**

[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](#)  
[Connecticut Environmental Justice Communities - Conn. Gen. Stat. § 22a-20a](#)  
[Justice 40 Initiative](#)  
[DOE WPN BIL 22-1](#)  
[DOE WPN BIL 22-2](#)  
[DOE WPN 22-4](#)  
[DOE WPN 20-4](#)  
[DOE WPN 22-9](#)  
[DOE WPN 23-4](#)  
[Other Active DOE program Notices and Memos and Guidance](#)  
[CT WAP State Plan/Master File](#)  
[CT WAP BIL State Plan/Master File](#)  
[CT WAP Quality Work Plan](#)  
[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 Regulations of CT State Agencies § 46A-68j-30\(10\)](#)  
[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 CT DEEP the cost proposed in the RFP and within the timeframes therein.
- c. The Respondent will seek prior approval from CT 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.

Legal Name of Organization:

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

\_\_\_\_\_  
Date



**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 II, III, and IV of this RFP) for more comprehensive detail **This is a tool for proposers to use.** It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

**Key Dates**

<b>Procurement Timetable:</b>		
CT DEEP reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	RFP Released	April 24, 2023
2	RFP Conference	May 8, 2023
3	Deadline for Questions	May 10, 2023
4	Answers Released	May 17, 2023
5	Proposals Due	May 24, 2023
6	Proposal Selection	June 14, 2023

**Registration Link for Pre-bid Conference:**

<https://ctdeep.zoom.us/j/85799007923>

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

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

**Proposal Content Checklist**

- Cover Sheet** including required information:
  - RFP Name or Number
  - Legal Name
  - FEIN
  - Street Address
  - Town/City/State/Zip
  - Contact Person
  - Title
  - Phone Number
  - E-Mail Address
  - Authorized Official
  - Title
  - Signature
- Table of Contents**
- Executive Summary:** high-level summary of proposal and cost
- Main proposal body answering all questions with relevant attachments.**
  - Organizational chart
  - Financial audit
  - Resumes
  - Training certificates, certifications, credentials, and licenses
- IRS Determination Letter** (for nonprofit proposers)

- Conflict of Interest Disclosure Statement**
- Statement of Assurances**

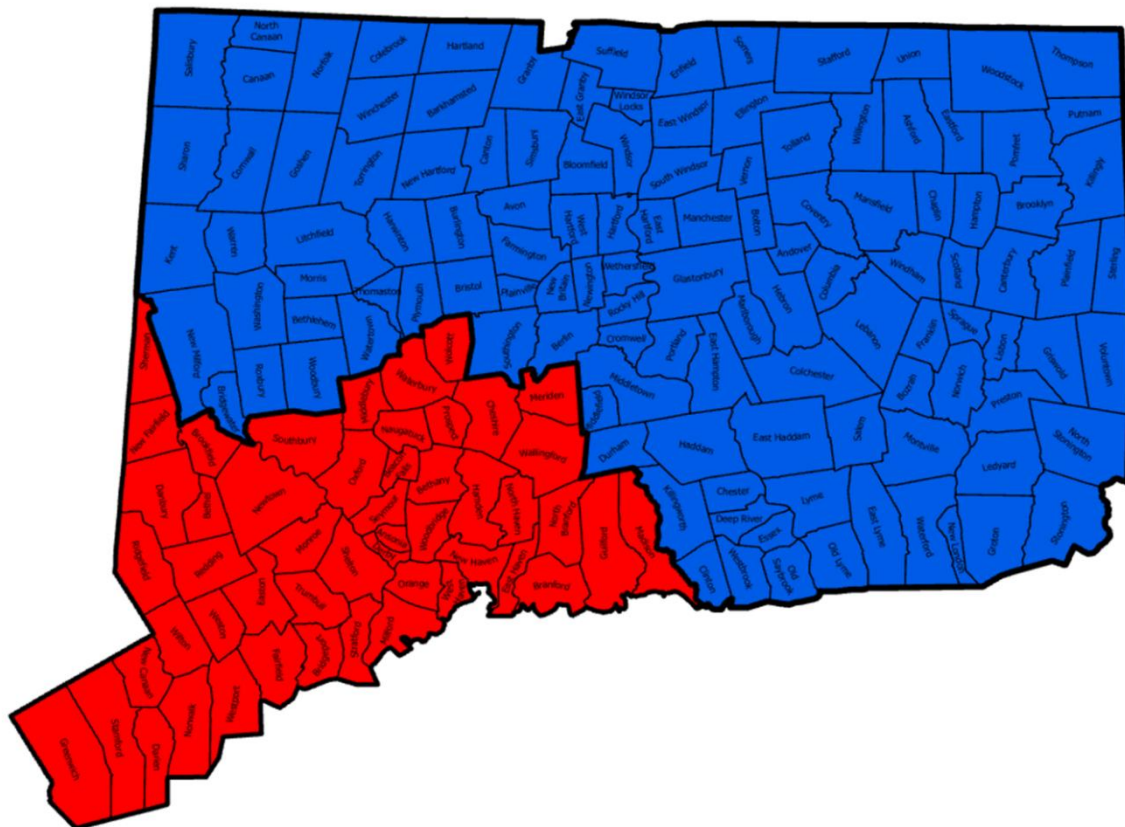
### **Formatting Checklist**

- Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- Is the main body of the proposal within the page limit?
- Is the proposal in 12-point, Times New Roman font?
- Does the proposal format follow normal (1 inch) margins and 1 ½ line spacing?
- Does the proposer's name appear in the header of each page?
- Does the proposal include page numbers in the footer?
- Are confidential labels applied to sensitive information (if applicable)?

### **Exhibit A: CT WAP Service Territories**

Legend:

- Blue: Region 1
- Red: Region 2



\*Note: regions are divided evenly by number of WAP-eligible customers. The Single-Family service provider may serve one or both of the territories. The Multi-family service provider will serve the entire state (i.e., both territories).

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

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

(1) <input type="checkbox"/> ORIGINAL  <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S.  P.O.
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CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO
	CONTRACTOR ADDRESS	
		CONTRACTOR FEIN/SSN

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

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. 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 10

Standard Terms and Conditions are contained in Pages 2 through 10and are attached hereto and made a part hereof.

(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
										0

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.

<b>ACCEPTANCES AND APPROVALS</b>	(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.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE Executive Director
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Commissioner
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: \_\_\_\_\_

1. Definitions:

(a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

(b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

(c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

(d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

(e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

(f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.

(g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

(h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

(k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, 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. *(Language revised 1/31/11. Mandatory only for non-public works contracts ≥ \$5MM.)* This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
4. Disclosure of Records. *(Language revised 06/09/2016. Only mandatory for contracts over \$2.5MM)* This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
  - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records

that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
7. Tangible Personal Property. *(Language provided 06/09/2016 Mandatory where contractor will be **selling items or providing items to the state pursuant to this contract.**)*
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
    - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
    - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
    - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
    - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
    - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
  - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a



- security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
8. Indemnification.
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
  - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
  - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. *(Revised Language 07/01/21, mandatory only for "large State contracts" in excess of \$500K Does not apply to municipal contracts per C.G.S. Sec. 4-250.)* 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. *(Mandatory Language 06/09/2016. May OMIT for Municipalities)*

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

12. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If



the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

14. Protection of Confidential Information.

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

15. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

16. Non-Discrimination. *(DELETE THIS SECTION WHEN ENTER INTO A CONTRACT WITH A MUNICIPALITY. This is mandatory for all EXCEPT municipalities, state or federal agencies, or quasi public agencies defined in CGS 1-120)*

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to,

blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:
17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
  18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
  19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
  20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
  21. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
  22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
  23. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
  24. Third Party Participation. *(language revised 12/21/11 - modify to reflect federal requirements if applicable)* The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior

to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. Procurement of Materials and Supplies. *(modify to reflect federal requirements if applicable)* The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
27. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
30. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
32. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is

outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

33. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
35. Large State Contract Representation for Contractor. *(Mandatory language revised 07/01/2021 Required only for non-municipal contracts > \$50k per E.O. 21-2)* Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
  - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
  - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
  - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
36. Large State Contract Representation for Official or Employee of State Agency. *(Mandatory language revised 07/01/2021 Required only for non-municipal contracts > \$50k per E.O. 21-2)* 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. *(New provision 07/01/2021 Required only for non-municipal contracts >\$50k per E.O. 21-2)*
  - (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. *(New provision 07/01/2021 May OMIT for grants. Required only for purchases of goods or services > \$50k/year per CGS 4a-81)* Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a



contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

The basic term of the consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If YES: \_\_\_\_\_  
Name of Former State Agency Termination Date of Employment

39. Access to Contract and State Data. *(This is mandatory for all EXCEPT municipalities)* The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
40. Federal Award Terms and Conditions. The following are incorporated by reference herein, and made a part hereof:
- (a) Applicable program regulations, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons at <http://www.eCFR.gov>.
  - (b) DOE Assistance Regulations, 2 CFR part 200, as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
  - (c) National Policy Assurances in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
  - (d) Special Terms and Conditions applicable to the DOE Award to CT DEEP, Award No. DE-EE0009892.0000,, (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.
41. 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.

42. 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.
43. 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.
44. 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.
45. Financial Conflict of Interest. The Contractor must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (FCOI) with respect to all projects for which DOE and DEEP funding is sought or received. When requested, the Contractor must promptly make information available to DEEP and the DOE Contracting Officer relating to any disclosure of financial interests and the Contractor's review of, and response to, such disclosure, whether or not the disclosure resulted in the Contractor's determination of an FCOI. The Contractor is responsible for ensuring subcontractors compliance with this term and reporting identified financial conflicts of interests for the subcontract to DEEP and the DOE Contracting Officer. The Contractor must incorporate, as part of a written agreement with a subcontractor, terms that establish whether the Financial Conflict of Interest policy of the Contractor or that of the subcontractor will apply to subcontractor.
46. 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.



47. 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 in 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>).

**Build America, Buy America.** *[Contracts for construction, alteration, maintenance, or repair of INFRASTRUCTURE only]*

48.

- (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.

**APPENDIX A**  
**SCOPE OF WORK**

**Purpose:**

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

1. **(a) Insert Specific Paragraph 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).]*

**(b) Project Leads:** Principal project staff shall be:

For Contractor:

For DEEP:

Any changes to personnel shall be submitted to DEEP as soon as they are known but no later than within seventy-two (72) hours from staff change.

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 \_\_\_\_.

The Contractor shall adhere to the budget which is included in this Contract as Appendix B, not to exceed the amount of \$ \_\_\_\_\_. Contractor shall be paid in accordance with the Schedule of Payments in Appendix B of this Contract. Budgetary adjustments will require written approval by DEEP's Bureau of Energy & Technology Policy (BETP) Director, Office

of Affordable Housing Energy Retrofits. The Contractor shall notify the BETP Director in writing requesting approval of budgetary adjustments and scheduling.

- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit as follows: " Partial funding provided by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0009892.0000, administered by the Connecticut Department of Energy and Environmental Protection."
- 4. Publication of Materials:** The Contractor must obtain written approval 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](mailto: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](mailto: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](mailto: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](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://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  
Bureau of Energy and Technology Policy  
Director, Office of Affordable Housing Energy Retrofits  
10 Franklin Square, New Britain, CT 06051  
[deep.energybureau@ct.gov](mailto:deep.energybureau@ct.gov)

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:

Department of Energy and Environmental Protection  
Bureau of Energy and Technology Policy  
Director, Office of Decarbonization Affordable Housing Energy Retrofits  
10 Franklin Square, New Britain, CT 06051  
[deep.energybureau@ct.gov](mailto:deep.energybureau@ct.gov)

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Reports:** If requested, the Contractor shall conform all reports required hereunder in a form corresponding to that which DEEP is obligated to provide to DOE pursuant to the Award, and provide additional information, or otherwise cooperate with DEEP in satisfying its reporting obligations to DOE under the Award.

**(a) Progress Reports:** Following Execution of this Contract, the Contractor shall provide reports of project status to Director, Office of Affordable Housing Energy Retrofits, Bureau of Energy and Technology Policy, once every \_\_\_\_\_ months during the time in which this Contract is in effect. Such summaries shall include a brief description indicating the work

completed to date and the anticipated project completion date if different from the current Contract expiration date.

**(b) Final Report:** Within 30 days of the completion of the work performed as required by this Contract, the Contractor shall submit to BETP's Director, Office of Affordable Housing Energy Retrofits, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.

**(c) Final Financial Report:** Within 30 days of the the completion of the work performed as required by this this Contract, the Contractor shall submit a Final Financial Report to BETP's Director, Office of Affordable Housing Energy Retrofits, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific task items must be included. A sample Final Finaancial Report is attached hereto as Appendix C.

**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 this Contract (or the original Contract and any prior amendments if this is an Amendment), 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) due dates for reports,
- (e) completion of objectives or services, and
- (f) 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 45 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.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_).

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.

1. \_\_\_\_\_ following completion of \_\_\_\_\_. [*This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.) Be specific on when payments will be made and what documentation needs to accompany the invoice.*]
  
2. Contractor will invoice CT DEEP in accordance with the payment schedule. Contractor shall provide with the invoice a detailed breakdown of the deliverables described in Appendix A or progress toward the deliverables during the relevant payment period. Payment is contingent upon receipt and approval by DEEP of detailed invoices, together with any required supportive documentation. All payments are subject to review and approval by the Commissioner, at her sole discretion.
  
3. Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "CT DEEP" within 90 days of the Contract expiration date.

**APPENDIX C**

**SAMPLE FINAL FINANCIAL REPORT**

**Contractor Name:** \_\_\_\_\_

**PSA #:** \_\_\_\_\_

<b>DESCRIPTION</b>	<b>Award Costs</b>	<b>Other (Matching) Costs (if applicable)</b>	<b>Total Costs</b>
<b>Salaries</b>			
<b>Fringe @ _____ %</b>			
<b>Travel</b>			
<b>Contractual (specify)</b>			
<b>Equipment</b>			
<b>Printing</b>			
<b>Materials &amp; Supplies</b>			
<b>Other (specify)</b>			
<b>Totals</b>			

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

STATE OF CONNECTICUT  
 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 <input type="checkbox"/> AMENDMENT <input type="checkbox"/>	(2) IDENTIFICATION #s. P.S. _____ P.O. _____
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<b>CONTRACTOR</b>	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN

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

<b>COMPLETE DESCRIPTION OF SERVICE</b>	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)  1. 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.  <p style="text-align: center;">Page 1 of 10</p> Standard Terms and Conditions are contained in Pages 2 through 10and are attached hereto and made a part hereof.
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<b>COST AND SCHEDULE OF PAYMENTS</b>	(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
										0

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.

<b>ACCEPTANCES AND APPROVALS</b>	(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.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE Executive Director	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Commissioner	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: \_\_\_\_\_

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, 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. *(Language revised 1/31/11. Mandatory only for non-public works contracts ≥ \$5MM.)* This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
4. Disclosure of Records. *(Language revised 06/09/2016. Only mandatory for contracts over \$2.5MM)* This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
  - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records

that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
7. Tangible Personal Property. *(Language provided 06/09/2016 Mandatory where contractor will be **selling items or providing items to the state pursuant to this contract.**)*
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
    - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
    - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
    - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
    - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
    - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
  - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a

- security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
8. Indemnification.
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
9. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. *(Revised Language 07/01/21, mandatory only for "large State contracts" in excess of \$500K Does not apply to municipal contracts per C.G.S. Sec. 4-250.)* 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. *(Mandatory Language 06/09/2016. May OMIT for Municipalities)*

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

12. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If

the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

14. Protection of Confidential Information.

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

15. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.



- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

16. Non-Discrimination. *(DELETE THIS SECTION WHEN ENTER INTO A CONTRACT WITH A MUNICIPALITY. This is mandatory for all EXCEPT municipalities, state or federal agencies, or quasi public agencies defined in CGS 1-120)*

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to,

blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:
17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
21. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
23. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
24. Third Party Participation. *(language revised 12/21/11 - modify to reflect federal requirements if applicable)* 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 subcontractor or sub-awardee and the amount allocated, at least

two (2) weeks prior to the making of such 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. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. Procurement of Materials and Supplies. *(modify to reflect federal requirements if applicable)* The Contractor may use its own procurement procedures which reflect applicable Federal, State and local law, rules and regulations. Contractor may purchase real property or equipment with an acquisition cost per unit of \$5,000 or more in whole or in part with Federal funds only with the prior written approval of DEEP or in accordance with the express terms of the DOE Award incorporated by reference below.
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. *(Mandatory language revised 07/01/2021 Required only for non-municipal contracts > \$50k per E.O. 21-2)* Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
  - (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
  - (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
36. Large State Contract Representation for Official or Employee of State Agency. *(Mandatory language revised 07/01/2021 Required only for non-municipal contracts > \$50k per E.O. 21-2)* 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. *(New provision 07/01/2021 Required only for non-municipal contracts >\$50k per E.O. 21-2)*
- (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. *(New provision 07/01/2021 May OMIT for grants. Required only for purchases of goods or services > \$50k/year per CGS 4a-81)* 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,





41. 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.
42. 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.
43. 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.
44. 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.
45. 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 [DOE-interim-coi-policy](#). 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.
46. 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.
47. 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 in 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>).
48. 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.
49. Prevailing wages. [*WAP Contracts for multi-family, 5 or more units only*] 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 5 or more units. Single family homes or multifamily buildings with 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 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>.

**APPENDIX A**  
**SCOPE OF WORK**

**Purpose:**

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

1. **(a) Insert Specific Paragraph 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).]*

**(b) Project Leads:** Principal project staff shall be:

For Contractor:

For DEEP:

Any changes to personnel shall be submitted to DEEP as soon as they are known but no later than within seventy-two (72) hours from staff change.

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 \_\_\_\_.

The Contractor shall adhere to the budget which is included in this Contract as Appendix B, not to exceed the amount of \$ \_\_\_\_\_. Contractor shall be paid in accordance with the Schedule of Payments in Appendix B of this Contract. Contractor shall be paid in accordance with the Schedule of Payments in Appendix B of this Contract. Program Year 2022 funds have been obligated by DOE to DEEP pursuant to the current WAP-BIL Award. The current

budget period is through 06/30/2023. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. Budgetary adjustments will require written approval by DEEP's Bureau of Energy & Technology Policy (BETP) Director, Office of Affordable Housing Energy Retrofits. The Contractor shall notify the BETP Director in writing requesting approval of budgetary adjustments and scheduling.

- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit as follows: " Partial funding provided by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0009977.0000, administered by the Connecticut Department of Energy and Environmental Protection."
- 4. Publication of Materials:** The Contractor must obtain written approval 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](mailto: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](mailto: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](mailto: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](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://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  
Bureau of Energy and Technology Policy  
Director, Office of Affordable Housing Energy Retrofits  
10 Franklin Square, New Britain, CT 06051  
[deep.energybureau@ct.gov](mailto:deep.energybureau@ct.gov)

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:

Department of Energy and Environmental Protection  
Bureau of Energy and Technology Policy  
Director, Office of Decarbonization Affordable Housing Energy Retrofits  
10 Franklin Square, New Britain, CT 06051  
[deep.energybureau@ct.gov](mailto:deep.energybureau@ct.gov)

- 7. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 8. Reports:** If requested, the Contractor shall conform all reports required hereunder in a form corresponding to that which DEEP is obligated to provide to DOE pursuant to the Award, and provide additional information, or otherwise cooperate with DEEP in satisfying its reporting obligations to DOE under the Award. If BIL fund are used in conjunction with other funding, tracking and reporting must be separate. The Contractor must keep records for BIL funds and must ensure those records comply with the requirements of the BIL.

**(a) Progress Reports:** Following Execution of this Contract, the Contractor shall provide reports of project status to Director, Office of Affordable Housing Energy Retrofits, Bureau of Energy and Technology Policy, once every \_\_\_\_\_ months during the time in which this Contract is in effect. Such summaries shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

**(b) Final Report:** Within 30 days of the completion of the work performed as required by this Contract, the Contractor shall submit to BETP's Director, Office of Affordable Housing Energy Retrofits, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.

**(c) Final Financial Report:** Within 30 days of the the completion of the work performed as required by this this Contract, the Contractor shall submit a Final Financial Report to BETP's Director, Office of Affordable Housing Energy Retrofits, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific task items must be included. A sample Final Finaancial Report is attached hereto as Appendix C.

**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 this Contract (or the original Contract and any prior amendments if this is an Amendment), 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) due dates for reports,
- (e) completion of objectives or services, and
- (f) 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 45 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.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is \_\_\_\_\_ dollars and \_\_\_\_ cents (\$ \_\_\_\_\_). If BIL funds are used in conjunction with other funding, tracking of BIL funds must be separate. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

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.

1. \_\_\_\_\_ following completion of \_\_\_\_\_. [*This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.) Be specific on when payments will be made and what documentation needs to accompany the invoice.*]
  
2. Contractor will invoice CT DEEP in accordance with the payment schedule. Contractor shall provide with the invoice a detailed breakdown of the deliverables described in Appendix A or progress toward the deliverables during the relevant payment period. Payment is contingent upon receipt and approval by DEEP of detailed invoices, together with any required supportive documentation. All payments are subject to review and approval by the Commissioner, at her sole discretion.
  
3. Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "CT DEEP" within 90 days of the Contract expiration date.

**APPENDIX C**

**SAMPLE FINAL FINANCIAL REPORT**

**Contractor Name:** \_\_\_\_\_

**PSA #:** \_\_\_\_\_

<b>DESCRIPTION</b>	<b>Award Costs</b>	<b>Other (Matching) Costs (if applicable)</b>	<b>Total Costs</b>
<b>Salaries</b>			
<b>Fringe @ _____ %</b>			
<b>Travel</b>			
<b>Contractual (specify)</b>			
<b>Equipment</b>			
<b>Printing</b>			
<b>Materials &amp; Supplies</b>			
<b>Other (specify)</b>			
<b>Totals</b>			

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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## **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.

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Signature of Contractor's or Subcontractor's Authorized Official

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