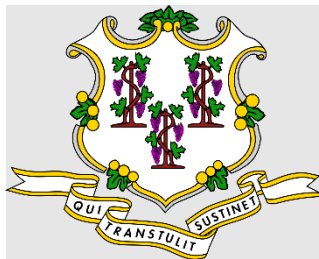


****DRAFT FOR PUBLIC COMMENT****

Comment period closes November 18, 2024

COMMUNITY RESOURCE HUB SERVICE PROVIDERS

REQUEST FOR QUALIFICATIONS



October 21, 2024

State of Connecticut

Department of Energy and Environmental Protection

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
79 Elm Street
Hartford, CT 06106
REQUEST FOR QUALIFICATIONS (RFQ)

TITLE

DEEP Community Resource Hubs

OVERVIEW

The Department of Energy and Environmental Protection (“Department” or “DEEP”) is seeking proposals from qualified organizations to serve as Connecticut DEEP Community Resource Hubs (Hubs) within [environmental justice communities](#) in the state.

DEEP’s broad mission includes outdoor recreation, environmental conservation, environmental quality, and clean, reliable, affordable energy in Connecticut. The Department pursues this mission through a wide range of programs, many of which include specific focus on deploying funds or reducing environmental harms in environmental justice communities. The purpose of the Hubs will be to help connect DEEP programs and initiatives with communities that experience disproportionate environmental harms.

After identifying qualified organizations through this RFQ, the Department will enter a multi-year base contract with chosen Hubs to provide services such as: facilitating community engagement on DEEP program design and policy development; and education, marketing and outreach to increase enrollment and access to DEEP programs and funding. Services may be provided directly or through subcontract. Proposals should clearly identify which, if any, of the services and tasks (outlined below under Scope of Services) their proposal intends to subcontract out and identify any key subcontractors. Any award will be made through a Personal Service Agreement and will be subject to available funding.

Respondents may plan to rely on subcontractors to supply certain services, in which case they should identify subcontractors with whom they have relationships and/or would be able to work with to potentially deliver services included in the scope provided here. They also may work with key partners as a team, including a Connecticut regional entity (e.g., council of governments, regional planning agency, committees, or other entity representing Connecticut municipalities, such as the Neighborhood Revitalization Zones), not-for-profit organizations, community action agencies, tribal governments or private entities. DEEP will contract with only one lead entity (the Respondent) to provide services as a Hub, and the lead entity will be responsible for general supervision to coordinate and manage the activities of team members and subcontractors needed to deliver the scope of services described in this RFQ. Proposals should clearly indicate the specific area(s) for which the Respondent is offering service(s) directly, and identify which services will be performed by partner(s), if any.

State statutes, regulations, and policies¹—as well as requirements tied to using federal funds and the federal [Justice40 targets](#)²—all require that DEEP incorporate environmental justice considerations directly into its work. As a result, many of DEEP’s programs are specifically designed to address disparities in environmental, economic, or other conditions experienced by EJ communities, especially those in rural and urban communities. Examples include but are not limited to the following:

Environmental Conservation

- **Open Space Watershed Acquisition (OSWA) and Urban Green and Community Gardens Grant Program (UGCG)** (CGA § 7-131d) provides state bond funding to buy and preserve open space and to improve existing open spaces such as urban green spaces and community gardens located in EJ communities. In recent years, the percentage of state bond funds allocated to EJ Communities through the UGCG program was less than 4% of the total OSWA funds awarded, far below the statutory cap of 20%. The Legislature clarified in 2024 that non-profit organizations may apply for UGCG funding directly.
- **Urban Forestry** DEEP’s [Urban Forestry program](#) administers several state and federally funded grant programs to support planning, tree planting and invasive plant management in urban areas. These grant programs are instrumental in achieving Connecticut’s statutory target (CGS § 23-8) to increase the tree canopy cover in EJ communities by 5% by 2040.
- **CT Recreational Trails Greenway Program** (CGS § 23-103) DEEP’s Recreational Trail Program provides funding to private nonprofit organizations, municipalities, state departments and tribal governments in support of trail projects including planning, design and construction of new trails, maintenance and restoration of existing trails, access to trails by persons with disabilities, purchase and lease of trail construction and maintenance equipment, acquisition of land or easements for a trail, or for trail corridors, operation of educational programs to promote safety and environmental protection as related to recreational trails.

Affordable, Clean Energy & Broadband Access

- **Energy Retrofits** (CGS § 8-240a) The Legislature established a pilot program, administered by DEEP, to finance qualifying energy retrofit projects in multi-family homes in EJ Communities or alliance districts.
- **Residential Energy Preparation Services (REPS)** (Special Act 21-15) REPS removes health and safety barriers to weatherization and it targets households who are eligible through Weatherization Assistance Program or Home Energy Solutions-Income Eligible programs, which are based on income-eligibility.
- **Broadband Grant Program** (CGS § 16-330c) DEEP’s broadband grant program supports the deployment of affordable and reliable broadband internet access across the state. Under this program, DEEP established the [ConneCTed Communities Grant Program](#) and the [Broadband Equity, Access, and Deployment](#)

¹ [DEEP’s own Environmental Equity Policy](#) charges DEEP with ensuring that no community experiences a disproportionate share of risk and consequences of environmental pollution or is denied equitable access to environmental benefits.

² Justice40 requires that “40 percent of the overall benefits of certain federal climate, clean energy, affordable and sustainable housing, and other investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.”

(BEAD) Program. ConneCTed Communities focuses on building out broadband access for low-income/multi-family and underserved communities.

- **Energy Efficiency** (CGS §16-245m) DEEP has oversight over a variety of energy efficiency initiatives, including the EnergizeCT program and various federally funded initiatives related to energy efficiency.
- **Sustainable, Transparent and Efficient Practices for Solar Development (STEPS)** (CGS § 31-53d) Provides guidance around solar siting for agricultural landowners, among others

Climate Resilience

- **DEEP Climate Resilience Fund (DCRF)** (CGS § 16-243y) The DCRF supports a range of climate resilience initiatives and is charged with ensuring that at least 40% of the funds support “vulnerable communities,” a term that is defined to include EJ communities. In the first round of DCRF funding, more than 90% of the funds went to 10 vulnerable communities; the Legislature added more funding for DCRF in 2024 and also established a climate resiliency revolving loan fund, with \$10 million in state bond funds, to make low-interest loans to municipalities and private entities for infrastructure repairs and resiliency projects after unplanned climate events.

Affordable, Clean Transportation

- **Connecticut Hydrogen and Electric Automobile Purchase Rebate ([CHEAPR])** (CGS § 22a-202) Through the CHEAPR program, DEEP provides rebates and vouchers, prioritizing EJ communities and low-income residents, for e-bikes and electric vehicles—including used ones—to up to 100 percent more than the standard rebate or voucher amount
- **Zero Emissions School Buses** (CGS §§ 22a-201d, 22a-201e) This program requires that by 2030, 100 percent of the school buses in environmental justice community school districts shall be zero-emission buses.

Clean Air, Water, and Land

- **Bottle Bill** (CGS §§ 22a-246c) Connecticut’s beverage container recycling program includes forgivable grants, administered by DEEP, for new or expanded beverage container redemption centers located in urban centers and EJ communities that lack one.

DEEP programs also administer federal funding that must comply with federal Justice40 and other federal equity requirements, including:

- Broadband Equity, Access, and Deployment Program (BEAD)
- Brownfield grant program
- Clean Water Fund (Encompasses all CWF programs)
- Climate Pollution Reduction Grant Implementation
- Environmental Justice Government to Government Program
- Grid Resilience State/Tribal Formula Grant Program
- Outdoor Recreation Legacy Partnership Program Round 7 (Bristol)
- Resilient Bridgeport Coastal Flood Defense System
- Small Air Quality Sensor Program Grant
- Solar for All

- Urban Forestry Equity Grants
- Weatherization Assistance Program

DEEP also has many initiatives, programs, and regulatory measures that could be developed with our community hubs. These activities include, for example:

- Development of cumulative impacts regulations to implement recent legislative changes to DEEP's environmental justice in permitting statute.
- Development of a comprehensive climate action plan (CCAP) as a part of the U.S. Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program.
- Implementation of our community-based air quality monitoring goals. Executive Order 21-3 charged DEEP, in consultation with the Department of Public Health, with developing a community-based air quality monitoring program. DEEP is committed to local capacity building to pursue localized air quality monitoring projects, and increasing awareness about air monitoring data and evaluation. Parallel efforts are underway to utilize a mobile monitoring platform called Geospatial Measurement of Air Pollution or [GMAP](#), an innovative program designed to assure compliance.

To build on and more efficiently meet these targets threading throughout DEEP's work, the Community Resource Hubs will address several key challenges, needs and opportunities facing environmental justice communities most impacted by and vulnerable due to climate change and past histories of environmental stressors.

SCOPE OF SERVICES

DEEP Community Resource Hub(s) will deliver a range of services within an EJ community or EJ communities designed to strengthen connection between communities and DEEP policies, programs, services, and workforce opportunities. Hubs will facilitate communication, education, outreach, and engagement with EJ communities.

DEEP is seeking to establish Community Resource Hubs to provide the following services, either directly or by managing subcontracts with qualified partners. Selected hubs will serve as an extension of DEEP and will work closely with the Office of Equity and Environmental Justice. Additionally, staff across DEEP will be available to assist in providing targeted communication, on-demand technical assistance, and to engage with community members on program needs. Respondents may indicate in their application which services they can provide, based on past experience and effectiveness, and indicate potential subcontractors.

Potential services include, but are not limited to:

1. Facilitate Community Input on DEEP Policy and Program Design

- Facilitate discussions with DEEP staff and community leaders to identify policies and programs under development that are a priority for the community and DEEP.
- Develop a community engagement plan with community events to seek input on priority policy and program design. These events would be hosted with DEEP and engage local organizations and groups and community members.
 - Analyze needs, priorities, and opportunities of EJ community to be incorporated when DEEP is implementing or developing a program or initiative.
 - Conduct community-based research and analysis in order to provide guidance on DEEP policy or program design.

- c. **Examples:**
 - i. Input on draft cumulative impact regulations relating to DEEP’s EJ in permitting statute.
- 2. **Increase effective community access to state and federal grants and financial assistance programs overseen by DEEP**
 - a. Work with DEEP staff to identify funding opportunities where greater community access to grant-funded programs or purchase incentives are needed.
 - b. Identify barriers preventing community residents or organizations from accessing purchase incentives or grant-funded programs and develop and implement strategies to address those barriers (e.g., in-person technical assistance, computer and internet access, education and awareness).
 - c. In special cases, facilitate community partnerships through pre-grant project development or networking in order to apply for state and federal grant opportunities.
 - i. **Examples:**
 - 1. Hold funding application workshops to help community members or organizations access funding.
 - 2. Give DEEP feedback on designing equitable distribution of state-funded grant programs and federal-funded programs with Justice40 and other equity requirements.
- 3. **Facilitate education programs and informational awareness to initiatives aligned with DEEP’s mission**
 - a. **Examples**
 - i. Assist with capacity building to Increase community awareness about air monitoring data and evaluation including community-based air quality monitoring projects, other environmental monitoring programs such as spills.
 - b. Assist residents with information about low-income discount utility rates and how to participate in programs such as [EnergizeCT](#) that help save energy and lower energy bills.
 - i. Host clean energy workshops and provide assistance to access state incentives and financing programs for rooftop solar, battery energy storage systems, and safer, more energy efficient appliances.
 - ii. Connect residents with broadband internet programs that can improve existing internet service to ensure they receive modern upload and download speeds.
 - iii. Collaborate with local stakeholders to increase awareness around waste diversion and recycling programs.
- 4. **Facilitate community access to and participation in DEEP events and opportunities**
 - a. **Examples:**
 - i. Host a Connecticut Aquatic Resources Education (CARE) fishing program for local residents to learn how to fish.
 - ii. Facilitate “Ride and Drive” events to test out an electric vehicle (EV) and electric bike and learn about purchase incentives through [CHEAPR incentives](#).
 - iii. Provide direct outreach and engagement through community-specific outlets as well as facilitate any feedback about challenges or barriers.
 - iv. Arrange a [ParkConneCT](#) pick-up location in the community, which provides free and reliable transportation to a state park.

- v. Facilitate partnerships with No Child Left Inside (NCLI) to provide family activities in the outdoors, like family Fishing Day and “learn to fish” programs and CT Trails Day hikes.

5. Facilitate community participation in workforce development and business creation opportunities associated with DEEP programs

- a. Connect residents and small businesses with DEEP training and workforce programs.
- b. **Examples:**
 - i. This summer, DEEP collaborated with the Northwest Regional Workforce Investment Board to develop a Waterbury Work Team to train talented and motivated seasonal DEEP workers in a range of skills to enable them to go out and tackle critical projects in Connecticut state parks.

CONTRACT AWARDS/FUNDING

The award of any contract pursuant to this RFQ depends on the availability of funding to the Department for this initiative. At the time of issuance of this RFQ, the Department anticipates having funding available to fund approximately one to two Hubs, with no more than one in a given EJ community. Additional project-specific awards may be issued to selected respondents who have entered into a base funding agreement with DEEP resulting from this RFQ or to other qualified respondents of this RFQ, contingent on the availability of funding and DEEP’s program needs for the scope of services listed above.

Many of the programs described in the Statement of Purpose/Background section of this RFQ include funding for technical assistance, education, marketing and project origination services. The Community Resource Hub may receive two types of funding under a contract pursuant to this RFQ: base funding and program-specific funding. DEEP expects to allocate base funding to cover a portion of the respondent’s operational costs, which may include expenses related to staffing, equipment, occupancy, and other indirect costs required to maintain general operations and support a base level of services. The amount of base funding will be determined contingent on the scope of the services proposed through the Hub and the selected respondent’s organizational capacity. In addition to base funding, the Hub may also receive program-specific funding that will be tied to the specific services the Hub provides for a DEEP program or programs under the contract awarded. Respondents may subcontract, with DEEP’s consent, with a service partner to fully perform Hub objectives. Their program-specific funding may include costs associated with providing technical support, conducting community outreach, providing assistance with DEEP federal grant applications, and other agreed-upon tasks as detailed herein. The final award amounts will be negotiated with selected respondents and may reflect a combination of both base funding and program specific funding. As the need arises and depending on the availability of funding, DEEP may offer additional awards to Hubs under contract or other qualified respondents to this RFQ for both additional base and or project-specific services.

ORGANIZATIONAL ELIGIBILITY

Organizational Expectations

- *Entity Type:*
 - a. Eligibility to respond to this RFQ is limited to Connecticut-based organizations with demonstrated experience in Connecticut with a range of partners at the community level.
 - b. Respondents can apply as a sole entity or with partnerships. Organizations can include, e.g., non-profit organizations, [community action agencies](#), or

- state- and/or federally recognized tribal government, or combination of the three.
- c. Any organization with experience implementing community engagement, outreach, and support service programs; has established trust and strong relationships with local EJ communities; and experience organizing and leading community events within the hub area.
 - d. **Please note** that all 501(c)3 non-profit organizations seeking to do business with the state must be registered with the CT Secretary of State. You can check your registration status here: [Registering Your Business \(ct.gov\)](http://RegisteringYourBusiness.ct.gov).
- *Location of Offices / Services:*
 - a. All respondents must be physically located in Connecticut. Hubs should be located within or near the designated EJ communities they serve.
 - b. Hub locations offices, in both rural and urban areas, should be easily accessible by public transportation or have adequate parking areas, be in a central and visible location or a commonly frequented location. Hubs should have internet and space for DEEP staff to work from the site as needed.
 - c. Hubs must be able to provide a space to easily convene groups of people, whether in their own buildings or through arrangements approved by DEEP.
 - d. Hubs must be open to the public Monday through Friday between 9:00 am – 5:00 pm and occasional weekends or evening hours on both weekday and weekends. Hubs are not expected to be open on state-recognized holidays, unless for agreed upon events.

Staffing Expectations

- *Staffing Model:* Retain a sufficient number of qualified employees to complete necessary tasks in a timely manner and within the budget. Identify any key partners or subcontractors needed to complete project services.
- *Training:* Track the training and development needs of staff and participating subcontractors to ensure adequate staffing and supply of a diverse, equitable, and skilled workforce.

Data and Technology Expectations

- *Computer Hardware / Software:* Proposed Hubs are responsible for maintaining their own computer hardware and necessary software to complete the service outcomes.
- *Data Security:* Proposed Hubs are expected to have adequate data protection procedures in place to secure any sensitive information that may be associated with project performance. This sensitive information could include (but is not limited to) details pertaining to residents' Social Security number, name, address other than the zip code, telephone number, electronic mail address, or medical or disability information, finances or other personal information.
- *E-Mail / Internet Capability:* Proposed Hubs should plan to use their own internet capacity and email addresses to communicate with the general public.
- *Program Evaluation:* Proposed Hubs should plan to track and report on stakeholder engagement and participation metrics, including items such as number of participants at community meetings, funding amounts distributed, number of participants in a state-sponsored program, and feedback for DEEP received through facilitated community meetings.

Other Requirements:

- *Contract Negotiation – Awards will be delivered upon entering into a contract with the State. DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFQ. A sample contract/PSA is included in Appendix 1 to this RFQ.*

- Respondents acknowledge and agree that projects funded under this award will be subject to the state’s procurement terms and conditions. Respondents agree that if successfully issued an award, they shall comply with all applicable general terms and award conditions (See Standard Terms and Conditions on the sample contract/PSA attached to this RFQ in Appendix 1)
- A successful Respondent will be required to provide DEEP with project updates every three (3) months and shall provide a final report at the conclusion of the contract summarizing outcomes of Hub services provided as well as a final financial report. The Department will make templates available for these reports. DEEP reserves the right to request/collect other key data and metrics from providers/vendors.
- The RFQ Is Not an Offer. Neither this RFQ nor any subsequent discussions shall give rise to any commitment on the part of the State or DEEP or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. A sample contract/PSA is attached below and includes the State’s pertinent Standard Terms and Conditions. The contract document will represent the entire agreement between the respondent and DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General’s Office.

Financial Expectations

- The Respondent shall provide evidence that the organization is financially stable.
- The Respondent shall affirm that the organization has not been formally found to have engaged in financial impropriety and is not in violation of state and federal law.
- The Respondent shall provide evidence that the organization maintains, at a minimum, professional liability insurance and maintains Financial Control Procedures such as maintaining books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. Supporting documentation should be submitted such as a financial status report or any audited financial statements.

Budget Expectations

Respondents are required to submit a proposed budget that outlines the anticipated costs associated with the services they propose to provide through their Hub. The proposed budget should be based on real costs where possible, reflecting the actual amounts the respondent expects to charge the Department. The budget must include detailed cost estimates for the following categories:

1. **Operational Costs:** Include estimated expenses related to staffing, equipment, occupancy, and other core operational needs necessary to maintain the Hub.
2. **Service Delivery Costs:** Break down costs associated with the specific services proposed, such as hosting public meetings, conducting outreach, providing technical assistance, and supporting community members in applying for DEEP and federal grant programs.

The Respondent is expected to provide hourly rate(s) by staff title.

The proposed budget should be as detailed and accurate as possible. Respondents should also indicate any assumptions made in developing the budget and note any areas where costs may vary depending on the level of service provided. This budget will serve as a key component of the evaluation process – both to assess cost effectiveness and to ensure the financial feasibility and sustainability of the proposed services.

Note that scope, which includes both base and program specific activities, will be renegotiated regularly, such as every three months.

RFQ SUBMISSION DEADLINE

The Department welcomes your response to this RFQ. Submissions must be emailed to the contact person at the email address listed below, **no later than 3:00 PM**, local time, **1/30/2025**, with an email subject heading: **Name of the organization submitting the application / “Community Resource Hubs RFQ”**

Please submit **one** attachment that includes the entire proposal in Portable Document Format (PDF) or similar file format, and one attachment that includes the Budget and Narrative in Excel or similar file format. Please use the following naming conventions at the top of the documents:

Proposal: **Name of organization / Community Resource Hubs**
Budget: **Name of organization / Community Resource Hubs**

Official Contact:

Sarah Huang
Director of Office of Equity and Environmental Justice, DEEP
DEEP.EJ@ct.gov

RFQ RESPONSE FORMAT

Responses to this RFQ must be submitted using the following outline:
Page 1: Cover Sheet (utilizing Attachment 1 to this RFQ), including Conflict of Interest Statement – sign and return
Pages 2-11: Concept Question Responses
Page 12: Attachment 1 Cover sheet
Page 13: Attachment 2 Workforce Analysis
Page 22: Attachment 3 Statement of Assurances – sign and return
Page 23: Attachment 4 Respondent Certification – sign and return

This is an electronic submission. Submissions must not exceed 10 pages (that number does not include the attachments specified above). **Please number all pages of the submission, including the attachments. For the concept question responses, include the question number and the question written out above each response.**

Page Limit	10, concept question responses only
Submission Format	Email Only

TECHNICAL ASSISTANCE, CLARIFICATION AND QUESTIONS

Questions related to submission of responses to this RFQ must be submitted, via email, to the contact listed below no later than 3:00 pm ET, 1/9/2025.

Subject line of any email sent containing a question related to this RFQ must be: ‘DEEP Community Resource Hubs’.

Answers to all submitted questions will be de-identified and compiled into a Question & Answer document and posted as an addendum to the RFQ on the DAS Bid Board on 1/16/2025.

RFQ CONFERENCE

An RFQ conference will be held to answer questions from prospective respondents. Attendance at the conference is non-mandatory, but highly recommended. Copies of the RFQ will not be available at the RFQ Conference. Prospective respondents are asked to bring a copy of the RFQ to the conference. At the conference, attendees will be provided an opportunity to submit questions, which the Department's representatives may (or may not) answer at the conference.

Any oral answers given at the conference by the Department's representatives are tentative and not binding on the Department. All questions submitted will be answered in a written amendment to this RFQ, which will serve as the Department's official response to questions asked at the conference. If any answer to any question constitutes a material change to the RFQ, the question and answer will be placed at the beginning of the amendment and noted as such. The agency will release the amendment on the date established in the Procurement Schedule. The Department will publish all amendments to this RFQ on the State Contracting Portal and, if available, on the Department's RFQ Web Page.

EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFQ. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Department will conform with its written procedures for 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. **Evaluation Criteria and weights are described below.**
2. **Evaluation Review Committee.** DEEP will designate a Review Committee to evaluate proposals submitted in response to this RFQ. The Review Committee will be composed of individuals, DEEP 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 Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner will make the final selection. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Review Committee may result in disqualification of the Respondent.
3. **Minimum Submission Requirements.** To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the RFQ, (4) follow the required Proposal Outline/RFQ response format; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFQ.
4. **Evaluation of Cost.** Cost proposals must include a budget for base costs and service delivery costs, as described in the Organizational Eligibility section and the Financial Responsibility and Budget Proposal section of this RFQ.

RFQ CONCEPT QUESTIONS & DEMONSTRATION OF EXPERTISE (Total 100 points)

Service Expectations (50 points)

1. Describe your experience bringing people together to provide input on policy or program design. Please include any examples that involve navigating multiple stakeholder interests, developing a community engagement plan, and conducting community-based research to provide evidence-based feedback. **(10 points)**
2. Describe your experience increasing community access to state and federal grants and financial assistance programs. Please include any examples that involve developing and implementing strategies to connect community needs to grant-funded programs, identifying barriers preventing community access to financial resources, or any technical assistance that you may have provided to community residents. **(10 points)**
3. Describe your organization's experience working within DEEP's main programmatic areas including any or all of the following: environmental conservation, energy assistance, outdoor recreation, climate resilience, land conservation, and environmental quality. Please specify any specific experience facilitating education programs and informational awareness on these areas. Please also highlight target audience, facilitation or education tools utilized, which topic area you have worked within. **(10 points)**
4. How does your organization conduct outreach and engagement? What methods have been successful within your community, and how did you determine success? What has your organization conducted outreach and engagement on? Specifically, we are looking for your organization's ability to facilitate community access and participation to events and opportunities. Please include any experience with hosting community convenings. **(10 points)**
5. Describe your experience with workforce development and/or fostering business creation opportunities. Please include any information about relevant partnerships and all levels of workforce development, which could include curriculum development at schools and training and certificate programs. **(10 points)**

Organizational Operations (25 Points)

6. Describe how your organization has fostered strong relationships with the community. In your response, please include who the organization serves, how the organization identifies needs in the community, how the organization addresses those needs, and how the organization assesses whether it has met the community's needs. **(10 points)**
7. Based on your answer to the previous question, describe how the organization's workforce reflects the community you serve. **(5 points)** As a part of this question, please complete Attachment 2, Workforce Analysis Form, to detail all relevant staff position titles and any credentials and licensures.
8. Describe your organization's location, hours of operation, and ability to facilitate community convenings with at least 30 individuals. Please include any details about centrality of the location, ease of access, and transportation access, which may include parking or proximity to public transportation. **(5 points)**

9. Potential Hub vendors can apply with multiple partner organizations under one application or identify subcontractors to provide specific services. Use this section to describe: **(5 points)**
- a. Which services can each partner organization best perform, previous working experiences with partner organizations,
OR
 - b. Which services will a subcontractor provide, name of potential subcontractors, and any previous working experiences with each subcontractor
 - i. Please identify whom you would partner with to provide those services. If you do not have a firm list of subcontractors, what areas or services would you subcontract out and what is your strategy to engage such entity? “Subcontractor” or “consultant” can include a private firm, non-profit organization, community action agency, tribal government, or unit of local government.

Financial Responsibility and Budget Proposal (25 points)

10. Describe the organization’s experience managing public funding (including applying for state and federal grants, negotiating contracts, implementing grant-funded programs, handling compliance for grants, loans, etc.) **(5 points)**
11. Provide a description of your organization’s financial resources and financial strength. Including the following about financial control procedures: **(10 points)**
- a. What is the financial structure of your organization?
 - b. What are its sources of debt and equity?
 - c. How do you maintain books, records, documents?
 - d. Has the organization or any of its principals sought reorganization, arrangement, adjustment, or been subject to receivership of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors?
 - e. Has the organization or any of its principles been subject to any pending or threatened litigation or administrative proceedings related to projects owned or managed by them?
 - f. Provide a copy of your most recent audited financial statement or annual report.
12. Submit a detailed budget proposal outlining all anticipated costs associated with providing the services described in this RFQ. **(10 points)**

The budget proposal should include base funding and service-based funding. Service-based funding proposals should be structured to reflect the following categories:

- Costs per public meeting/event (including staff, venue, and material)
- Outreach and communication costs (e.g., marketing materials)
- Costs for technical assistance (e.g., equipment, support for grant applications)
- Hourly rates for project personnel by title (e.g., project managers, facilitators)

The budget proposal should be as detailed and accurate as possible, using real costs where possible. Respondents should also indicate any assumptions made in developing the budget and note any areas where costs may vary depending on the level of service provided. This budget will serve as a key component of the evaluation process – both to assess cost effectiveness and to ensure the financial feasibility and sustainability of the proposed services. Budget proposals will be

evaluated based on:

- Clarity of pricing structure: Ensure that costs are clearly broken down and justified.
- Cost-effectiveness: Do the proposed costs align with the scope of services and expected outcomes.
- Scalability and flexibility: Is the pricing structure is adaptable to different project scales or community needs without being overly rigid or unpredictable.

RFQ PROCESS CLOSURE

Following the submission date, the RFQ process will be considered closed.

Declaration of Confidential Information. Respondents are advised that all materials associated with this RFQ are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a Respondent deems that certain information required by this RFQ is confidential, the Respondent must label such information as CONFIDENTIAL prior to submission. In the Cover sheet of the proposal submission, the Respondent must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the Respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the 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).

Conflict of Interest - Disclosure Statement. Respondents must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the 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 Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: “[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.”*

MANDATORY PROVISIONS

A. Standard Contract Provisions - By submitting an application in response to this RFQ, a Respondent implicitly agrees to comply with the standard terms and conditions contained on pages 24 –33 in the sample PSA attached in Appendix 1.

B. ASSURANCES

By submitting a proposal in response to this RFQ, a Respondent implicitly gives the following assurances:

1. **Collusion.** The Respondent represents and warrants that it did not participate beyond providing general feedback in the conceptual stage of the RFQ development. The

Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.

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

RIGHTS RESERVED TO THE STATE

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

1. **Timing Sequence.** The timing and sequence of events associated with this RFQ shall ultimately be determined by the Department.
2. **Amending or Canceling RFQ.** DEEP reserves the right to amend or cancel this RFQ on any date and at any time, if it 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 RFQ, DEEP may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Award and Rejection of Proposals.** DEEP reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFQ. DEEP may waive minor technical defects, irregularities, or omissions, if in its judgment the best

interests of the State will be served. The Department reserves the right to reject the proposal of any Respondent who submits a proposal after the submission date and time.

5. **Sole Property of the State.** All proposals submitted in response to this RFQ 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 RFQ shall be the sole property of the State, unless stated otherwise in this RFQ or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFQ. The Department further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, DEEP may seek Best and Final Offers (BFO) on cost from Respondents. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Award.** DEEP reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to an awardee and subsequently awarding the contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.
8. **Key Personnel.** When DEEP is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Department also reserves the right to approve replacements for key personnel who have terminated employment. DEEP further reserves the right to require the removal and replacement of any of the Respondent's key personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

STATUTORY AND REGULATORY COMPLIANCE

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

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). 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 statutes 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, C.G.S. § 4a-81.** Pursuant to C.G.S. § 4a-81, the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
4. **Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
5. **Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

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

**PROPOSAL COVER SHEET
Community Resource Hubs
Request for Qualifications**

- RFQ Name or Number: _____
- Organization Name: _____
- FEIN: _____
- Street Address: _____
- Town/City/State/Zip: _____
- Contact Person: _____
- Title: _____
- Phone Number: _____
- E-Mail Address: _____
- Authorized Official: _____
- Title of Authorized Official: _____

This application must be signed by the respondent's executive director or other individual with executive oversight for agency services delivered in Connecticut.

By submitting this application, I [name of respondent], attest I have no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85.

Signature: _____ Date: _____

Name (Printed): _____ Title: _____

**WORKFORCE ANALYSIS
Community Resource Hubs
Request for Qualifications**

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

STATEMENT OF ASSURANCES

Department of Energy and Environmental Protection

The undersigned Respondent affirms and declares that:

- a. This proposal is executed and signed with full knowledge and acceptance of the RFQ CONDITIONS stated in the RFQ.
- b. The Respondent will deliver services to the Department at the cost proposed in the RFQ and within the timeframes therein.
- c. The Respondent will seek prior approval from the Department before making any changes to the location of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor to 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

Respondent Certification

The Respondent must sign this part. An application will be considered incomplete unless the required signature is provided.

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.

I certify that this application is on complete and accurate forms as prescribed by the RFQ without alteration of the text."

Signature of Respondent or Authorized Representative

Date

Name of Respondent or Authorized Representative (print or type)

Title (if applicable)

Appendix 1

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT

Project Title

STATE OF CONNECTICUT

DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

CHECK ONE:

GRANT

Personal Service Agreement

Rev. 07/01/2024

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	(2) IDENTIFICATION #s. P.S.							
		AMENDMENT	P.O.							
CONTRACTOR	(3) CONTRACTOR NAME		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES NO							
	CONTRACTOR ADDRESS		CONTRACTOR FEIN/SSN							
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Central Services, 79 Elm Street, Hartford, CT 06106-5127		(6) Dept No.							
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO)	(8) INDICATE MASTER AGREEMENT CONTRACT AWARD NO. _____ NEITHER							
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of x pages numbered A-1 through A-x inclusive. Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.									
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of x page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$.									
(11) OBLIGATED AMOUNT \$										
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.										
ACCEPTANCES AND APPROVALS			(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)							
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)			TITLE					DATE		
(25) AGENCY (AUTHORIZED OFFICIAL)			TITLE Katherine S. Dykes, Commissioner					DATE		
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)								DATE		

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

1. Definitions:

- (1) 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.
 - (2) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - (3) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - (4) 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."
 - (5) 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.
 - (6) 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.
 - (7) 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.
 - (8) 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.
 - (9) 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.
 - (10) 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.
 - (11) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
 3. Whistleblowing. This Contract 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. 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.
 - (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) 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.
 - (7) 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.
 - (8) 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. 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.
- (1) 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.
 - (2) 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.
- (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
9. Sovereign Immunity The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to

section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part 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. 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.
 - (1) 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.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
 - (6) 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. 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.

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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. 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Agency or DAS shall provide a copy of these orders to the Contractor.
16. Non-Discrimination.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor 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, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any

amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (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, or (B) 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. 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. 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. 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. 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 most qualified or highest ranked 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. 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.
 - (1) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section 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 Contract.
- 38. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents 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.

Consultant's Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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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 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. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

APPENDIX A
SCOPE OF WORK

Purpose: To . . .

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

1. **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).]*
2. **Budget:** *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this Contract on page ____.
3. **Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the _____ as follows: "Funding provided by the [list grant program] administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
4. **Publication of Materials:** The Contractor must obtain written approval from DEEP's _____ prior to distribution or publication of any printed material prepared under the terms of this Contract.
Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.
5. **ADA Publication Statement:**
For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

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

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

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

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

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

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

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

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

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

Department of Energy and Environmental Protection
Insert Division Name
Insert Program Coordinator Title
79 Elm Street
Hartford, CT 06106-5127

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

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

7. **Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
8. **Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the [bureau/division/program coordinator] once every [x months] during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

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

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

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

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

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

APPENDIX B
SCHEDULE OF PAYMENTS

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

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

- a. _____ 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.*]
- b. remainder following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.

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 "Treasurer- State of Connecticut" within 90 days of the Contract expiration date.

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

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 v/ see c . 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.