

STATE OF CONNECTICUT PROCUREMENT NOTICE

Request for Proposals (RFP) For
Social Equity Council Cannabis Accelerator
Program

RFP Name: SEC Cannabis Accelerator Program

Issued By:

The Social Equity Council (SEC)

May 06, 2022

The Request for Proposal is available in electronic format on the State Contracting Portal by filtering by Organization for DECD/SEC:

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

or from the Council 's Official Contact:

Name: **Ginne-Rae Clay, INTERIM EXECUTIVE DIRECTOR**
Address: **450 Columbus Blvd. Suite 5-S**
Hartford, CT 06103
E-Mail: SEC@CT.GOV

The RFP is also available on the SEC Website:

CT.GOV/SOCIALEQUITYCOUNCIL

RESPONSES MUST BE RECEIVED NO LATER THAN
MAY 26, 2022, @ 4:00 PM (EST)

The Social Equity Council is an Equal Opportunity/Affirmative Action Employer.

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

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I. GENERAL INFORMATION

■ A. INTRODUCTION

1. **RFP Name and Number.** SEC Cannabis Accelerator Program, 22ECD2166PSA
2. **RFP Summary.** The State of Connecticut, represented by the Social Equity Council (SEC), is soliciting proposals from qualified independent organizations and individuals to set up a comprehensive cannabis accelerator program to provide expert cannabis industry focused business development and training curriculum with the purpose of equipping social equity qualified individuals with knowledge, tools, and information necessary to successfully understand and operate cannabis regulated business ventures in the state of Connecticut.
3. **RFP Purpose.** The State of Connecticut has legalized adult-use cannabis but acknowledges that decades of criminalization of the substance have had detrimental impacts on certain communities in the state. Public Act 21-1 establishes the formation of a Social Equity Council, which will oversee the verification of equity cannabis applicants, create new programs to support cannabis businesses and businesses in other industries, and manage the more general community investments derived from the cannabis tax revenue. The Social Equity Council aims to give opportunity to individuals in disproportionately impacted areas that have been affected by the war on drugs. Special programming will be supported to provide intensive, relevant training, mentorship, insights, advice, and necessary guidance, and support to enable social equity applicants to succeed in the cannabis industry.
4. **Commodity Codes.** The services that the Agency (SEC) wishes to procure through this RFP are as follows:
 - 86000000: Education and Training Services
 - 80000000: Management and Business Professionals and Administrative Services

■ B. INSTRUCTIONS

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

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

Name: **Ginne-Rae Clay, Interim Executive Director**
Address: **450 Columbus Blvd., Suite 5-S**
Hartford, CT 06103
E-Mail: SEC@CT.GOV

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

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

- Secretary of State recognition – Click on appropriate response
- Non-profit status, if applicable
- Notification to Bidders, Parts I-V
- Campaign Contribution Certification (OPM Ethics Form 1):

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

3. RFP Information. The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Social Equity Council Web Page:
 - WWW.CT.GOV/SOCIALEQUITYCOUNCIL
- State Contracting Portal (go to CTSource bid board, filter by Office of Policy and Management
 - <https://portal.ct.gov/DAS/CTSource/BidBoard>

It is strongly recommended that any proposer or prospective proposer interested in this procurement check the Bid Board for any solicitation changes. Interested proposers may receive additional e-mails from CTSource announcing addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

4. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). The Council may amend the

schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Council's RFP Web Page.

- RFP Released 5/06/2022
- Letter of Intent 5/12/2022
- Deadline for Questions 5/17/2022
- Answers Released 5/20/2022
- Proposals Dues 5/26/2022

Please Note: Q & A document must be signed and submitted with your proposal

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

- Number of Awards: One (1)
- Contract Cost: Not to exceed \$1,000,000
- Contract Term: One Year (w/a 1 yr. renewal option)

6. Letter of Intent. A Letter of Intent (LOI) is required by this RFP.

7. Inquiry Procedures. All questions regarding this RFP or the Council's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. However, the Council will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFP, or the procurement process will not be answered. At its discretion, the Council may or may not respond to questions received after the deadline. If this RFP requires a Letter of Intent, the Council reserves the right to answer questions only from those who have submitted such a letter. The Council may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and noted as such.

The Council will release the answers to questions on the date(s) established in the Procurement Schedule. The Council will publish all amendments to this RFP on the State Contracting Portal and on the Council's Website.

8. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be received by the Official Contact on or before the due date and time: June 5, 2022, at 4:00pm EST

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

An acceptable submission must include the following:

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

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

The electronic copy of the proposal must be emailed to Official Contact for this procurement. The subject line of the email must read: SEC Cannabis Accelerator program. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects The Council's server limitations. Respondents should ensure there are no additional IT requirements from the provider side. The documents must not be encrypted.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

A. COUNCIL MISSION

Public Act 21-1 specifies numerous equity programs that will be overseen by the Social Equity Council (SEC). The SEC will be funded by several cannabis-related revenue streams. The mission of SEC is to promote and encourage full participation in the cannabis industry by people disproportionately harmed by cannabis prohibition and enforcement, and to support broad-based economic development in those communities. SEC is responsible for creating new programs to support both cannabis businesses and businesses in other industries and managing the more general community investments derived from cannabis tax revenue.

B. SERVICE OVERVIEW

The newly created Social Equity Council (SEC) is working to fulfill the mission set forth in Public Act 21-1. The Social Equity Council, in coordination with the Departments of Consumer Protection and Economic and Community Development, shall develop a cannabis business accelerator program to provide technical assistance to participants by partnering participants with cannabis programs. The Social Equity Council will partner with subject

matter experts in developing training programs. Any individual who would qualify as a social equity applicant may apply to participate in the accelerator program.

The Social Equity Council will accept applications from individuals receiving provisional licenses as retailer, cultivator, product manufacturer, food and beverage manufacturer, product packager, and other licenses applicable under the statutes.

On or after July 1, 2022, the council will begin accepting applications from qualified social equity applicants

C. SCOPE OF SERVICE DESCRIPTION

1. Organizational Expectations

The SEC will enter into a contract with a qualified independent organization and/or individual to set up a comprehensive cannabis accelerator program to provide expert cannabis industry focused business development and training curriculum with the purpose of equipping social equity qualified individuals with knowledge, tools, and information necessary to successfully understand and operate cannabis regulated business ventures in the state of Connecticut. The organization or individual must demonstrate subject matter knowledge and expertise and must be familiar with Connecticut adult-use cannabis regulations and national best practices.

2. Service Expectations

Core Components of Service:

Workshops, seminars, events, and curriculum that provide the most updated information related to national trends, best practices, creating networks and finding suitable access to capital opportunities available to start up and sustain cannabis related business ventures.

Vision for a Successful Service: In order to achieve the SEC goals and expectations:

- This program must provide statewide access to those who have been awarded provisional licenses.
- This program must provide manuals, documents, books, templates, research materials, reference materials, and tools.
- This program must provide networking opportunities that provide insights into challenges that applicants face and resources to overcome and resolve these challenges.

Major Deliverables: A full, comprehensive, clear, relevant, and useful curriculum that provides major insights, training, information, and opportunities for success.

- A program that is turnkey, adaptable, and easily shared with other training providers.
- An online portal that provides self-paced educational and training resources.

- Pertinent information relevant to each license type and tailored specifically to Connecticut adult use cannabis regulations and national best practices.
- Regular public meetings with SEC council, committees, and staff as requested by the Council.
- Regular updates and communication with the SEC interim executive director.
- Monthly check-ins and reports to the ad hoc committee of the SEC.

3. Budget Expectations

The current budgetary allocation for this study is not to exceed \$1,000,000.

D. PERFORMANCE MEASURES

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

- Completion time and schedule of deliverables
- Number and legitimacy of sources utilized
- Number of jurisdictions incorporated into best practices
- Number of social equity applicant served.
- Other specific metrics to be determined by the SEC Executive Director.

Contractors are welcome to propose additional key metrics in their submissions.

E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the Council's commitment to becoming more outcomes-oriented, SEC seeks to actively and regularly collaborate with providers/vendors to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data are necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, the SEC reserves the right to request/collect other key data and metrics from providers/vendors.

Contractor will report metrics as defined by the contract and have weekly/monthly check-ins with the interim Executive Director of the Social Equity Council. Monthly check-ins and reports to the ad hoc committee of the SEC, and a final report shall be submitted at the end of the contract that includes all metrics, demographics, and success stories. Additional meetings will be scheduled as necessary. A detailed letter of intent that includes the organization's approach, philosophy, and methodology to creating this program shall be provided.

III. PROPOSAL SUBMISSION OVERVIEW**A. SUBMISSION FORMAT INFORMATION**

1. Required Outline. All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.

2. Cover Sheet. The Cover Sheet is Page 1 of the proposal. The proposer must develop a Cover Sheet that includes the information below.

Legal Name is defined as the name of the provider, vendor, CT State agency, or municipality submitting the proposal.

Contact Person is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal.

Authorized Official is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

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

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

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

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

6. Style Requirements. THIS IS AN ELECTRONIC SUBMISSION.

Submitted proposals must conform to the following specifications:

- Page Limit: 30 pages
- Font Size: 12
- Font Type: Times New Roman
- Margins: Standard
- Line Spacing: 1.15

7. Pagination. The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.

8. Declaration of Confidential Information. Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

9. Conflict of Interest - Disclosure Statement. Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Council 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 Council. In the absence of any conflict of interest, a proposer must affirm such in the

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

B. EVALUATION OF PROPOSALS

1. Evaluation Process. It is the intent of the Council to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Council will conform with written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.

2. Evaluation Review Committee. The Council will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Council members, Council 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 may be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the minimum submission requirements by score and rank ordered and make recommendations for awards. The Social Equity Council and its interim Executive Director will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

3. Minimum Submission Requirements. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements may not be reviewed further. The Review Committee reserves the right to reject any proposal that deviates significantly from the requirements of this RFP.

4. Evaluation Criteria (and Weights). Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.

- Organizational Profile/ Staffing Plan 25%
- Scope of Services 20%
- Work Plan/Data & Technology 20%
- Budget and Budget Narrative 10%
- Cultural Competence 25%

Evaluation Criterion Title	Percentage of Total	What would a top score look like?
Organizational Profile/ Staffing Plan	25%	Provides a detail overview of the organization its key employees and its experience in working diverse groups from the DIA. Provides solid proof of background experience, resumes and specialty/subject matter expertise
Scope of Services	20%	Provides a comprehensive detailing of the programs and service available to participants and how those program and services will be administered and delivered.
Work Plan/ Data and Technology	20%	Provides a clear and complete outline and timeline for the delivery of programs and services Provides a complete overview of tools, technology and resources that will be used to deliver programs and services
Budget and Budget Narrative	10%	Provides a detailed budget including all costs and expenses anticipated. Budget Narrative is detailed and clearly written.
Cultural Competence	25%	Provides a clear overview of the organization's knowledge, experience, history, and success in working with participants with diverse backgrounds and knowledge levels, especially those impacted by the war on drugs (i.e., social equity applicants and people from the DIA)

Note:

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

5. Proposer Selection. Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Social Equity Council. The final recommendation of a successful proposal is at the discretion of the Social Equity Council. The successful proposal(s) will be so notified and awarded an opportunity to negotiate a contract with the SEC Interim Executive Director. Such negotiations may, but will not

automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Council's discretion, about the outcome of the evaluation and proposer selection process. The Council reserves the right to decline to award contracts for activities in which the Council or SEC Interim Executive Director considers there are not adequate respondents.

6. Debriefing. Within ten (10) days of receiving notification from the Council, unsuccessful proposers may contact the official contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the official contact and request a meeting to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Social Equity Council reserves the rights to schedule and hold any future meetings and discussions related to this RFP. The Social Equity Council will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.

7. Appeal Process. Proposers may appeal any aspect the Council's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the SEC Interim Executive Director. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Council to delay, suspend, cancel, or terminate the procurement process or execution of a contract.

8. Contract Execution. Any contract developed and executed as a result of this RFP is subject to State contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal, and the SEC websites.

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

- A. Cover Sheet**
- B. Table of Contents**
- C. Executive Summary**

D. Main Proposal Submission Questions**E. Attachments** (clearly referenced to summary and main proposal where applicable)**F. Declaration of Confidential Information****G. Conflict of Interest - Disclosure Statement****H. Statement of Assurances**

Please note the maximum total page length for this section is 30 pages (all appendices and other attachments should be referred to in section D and then placed in section E. The Review Committee will not read answers longer than 30 pages in this section.

A: Cover Sheet

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

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

Legal Name is defined as the name of provider, vendor, CT State agency, or municipality submitting the proposal.

Contact Person is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal.

Authorized Official is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

B: Table of Contents

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

C: Proposal Executive Summary

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

**D: Main Proposal Submission Questions
Requirements to Submit a Responsive Proposal:****E: Attachments**

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

- a. *Memorandum of Agreement*
- b. *Résumés of Key Personnel*

F: Declaration of Confidential Information

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

G: Conflict of Interest – Disclosure Statement

Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with

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

Proposers must comply with the ethics provisions of P.A. 21-1 Sec. 51 which disposes: "No member of the Social Equity Council and no employee of the Social Equity Council or department who carries out the licensing, inspection, investigation, enforcement or policy decisions authorized by RERACA, and any regulations enacted pursuant thereto, may, directly or indirectly, have any management or financial interest in the cultivation, manufacture, sale, transportation, delivery or testing of cannabis in this state, nor receive any commission or profit from nor have any interest in purchases or sales made by persons authorized to make such purchases or sales pursuant to RERACA. No provision of this section shall prevent any such member or employee from purchasing and keeping in his or her possession, for his or her personal use or the use of such member's or employee's family or guests, any cannabis which may be purchased or kept by any person by virtue of RERACA.

(b) No former member of the Social Equity Council and no former employee of the Social Equity Council or department described in subsection (a) of this section shall, within two years of leaving state service, be eligible to apply either individually or with a group of individuals for a cannabis establishment license.

(c) No member of the General Assembly or state-wide elected public official shall, within two years of leaving state service, be eligible to apply either individually or with a group of individuals for a cannabis establishment license."

H: Statement of Assurances:

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

V. MANDATORY PROVISIONS

A. STANDARD CONTRACT PROVISIONS

Agencies may include any standard PSA contract provisions that are valuable to communicate in advance to the provider/vendor community. This may include a sample agency PSA, an agency specific PSA contract template, or a reference to the [Comptroller's Office PSA Terms and Conditions](#), which includes generic state contract requirements.

B. ASSURANCES

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

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

2. State Officials and Employees. The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the officials or employees from the proposer, contractor, or its agents or employees.

3. Competitors. The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. Validity of Proposal. The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.

5. Press Releases. The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

C. TERMS AND CONDITIONS

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

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations, or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence.** If requested by the Council, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Council may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Council may also check or contact any reference provided by the proposer.
- 8. RFP Is Not an Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Council or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Council and

will supersede all prior negotiations, representations, or agreements, alleged, or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

D. RIGHTS RESERVED TO THE STATE

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

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

7. Clerical Errors in Award. The Council reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

8. Key Personnel. When the Council is the sole funder of a purchased service, the Council reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Council also reserves the right to approve replacements for key personnel who have terminated employment. The Council further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Council.

E. STATUTORY AND REGULATORY COMPLIANCE

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

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

2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on

State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

3. Consulting Agreements Representation, C.G.S. § 4a-81. Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.

4. Campaign Contribution Restriction, C.G.S. § 9-612. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

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

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting

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

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

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

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

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

7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the Council 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 SEC 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 SEC in a format prescribed by SEC and the State Auditors of Public Accounts at no additional cost.

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request for Proposal
RFQ	Request for Qualifications
SEC	Social Equity Council
COUNCIL	Social Equity Council
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States
DECD	Department of Economic and Community Development
DIA	Disproportionally Impacted Areas
SEA	Social Equity Applicant
DCP	Department of Consumer Protection

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

B. STATEMENT OF ASSURANCES

Social Equity Council (CT)

The undersigned Respondent affirms and declares that:

- 1) **General**
 - a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
 - b. The Respondent will deliver services to the Council the cost proposed in the RFP and within the timeframes therein.
 - c. The Respondent will seek prior approval from the Council before making any changes to the location of services.
 - d. Neither the Respondent or any official of the organization nor any subcontractor the Respondent or any official of the subcontractor organization has received any notices of debarment or suspension from contracting with the State of CT or the Federal Government.
 - e. Neither the Respondent or any official of the organization nor any subcontractor to the Respondent or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

Authorized Signatory

Date

C. PROPOSAL CHECKLIST

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

Key Dates

<u>Procurement Timetable</u>		
The Council reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1	RFP Released	05/05/2022
2	Letter of Intent	05/12/2022
3	Deadline for Questions	05/17/2022
4	Answers Released	05/20/2022
5	Proposals Due	05/26/2022

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

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

Proposal Content Checklist

Cover Sheet including required information:

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

Table of Contents

- Executive Summary:** high-level summary of proposal and cost
- Main proposal body answering all questions with relevant attachments.**

Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification.

Additional attachments may include (bullets below are examples only):

- Staffing plan with FTE status
- Agency and program organizational chart detailing reporting structure
- Staff resumes, certifications, and applicable licensures
- Work plan describing organization's efforts, progress, or plans to diversify workforce
- Detailed plan on cultural competence and humility in service delivery
- Memoranda of Agreement/Understanding with service partners
- Written financial policies and procedures
- IRS Determination Letter** (for nonprofit proposers)
- Two years of most recent annual audited financial statements; OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than two years. *Agencies may swap in use of EARS system if applicable.*
- Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
- Conflict of Interest Disclosure Statement**
- Statement of Assurances**

Formatting Checklist

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