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THE CONNECTICUT GREEN BANK
REQUEST FOR QUALIFICATIONS FROM
INTERESTED CAPITAL PROVIDERS

STATE OF CONNECTICUT LEAD BY EXAMPLE PROGRAM
ENERGY SAVINGS PERFORMANCE CONTRACTING (ESPC)
August 5, 2014

Request for Qualifications

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REQUEST FOR QUALIFICATIONS FROM INTERESTED CAPITAL PROVIDERS
STATE OF CONNECTICUT LEAD BY EXAMPLE PROGRAM
ENERGY SAVINGS PERFORMANCE CONTRACTING PROJECTS

I. PURPOSE

The Connecticut Green Bank (“Green Bank”) is seeking qualified Capital Providers (“CPs”) interested in structuring and underwriting financing for the State of Connecticut’s Lead By Example (“LBE”) program on behalf of the State of Connecticut. LBE intends to provide Energy Savings Performance Contracting (ESPC) for energy upgrades at State facilities. The information provided by CPs will be used to connect CPs, project sponsors, and qualified energy service providers (“QESPs”¹) to structure transactions for ESPC projects on State facilities, including energy efficiency and/or renewable energy measures.

The Green Bank’s role in enabling ESPC financing includes designing and administering financing guidelines for the LBE program, in partnership with the Connecticut Department of Energy and Environmental Protection (DEEP), Department of Administrative Services (DAS), Office of Policy and Management (OPM), Office of the Treasurer (OTT), and Attorney General’s Office (AGO).

II. CONNECTICUT GREEN BANK BACKGROUND

The Connecticut Green Bank was established by Connecticut’s General Assembly on July 1, 2011 as a part of Public Act 11-80. Originally named “Clean Energy Finance and Investment Authority,” the name was changed to the Connecticut Green Bank on June 6, 2014. The Green Bank’s mission is to help ensure Connecticut’s energy security and community prosperity by realizing its environmental and economic opportunities through clean energy finance and investments. As the nation’s first full-scale clean energy finance authority, the Green Bank leverages public and private funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about the Connecticut Green Bank, please visit www.ctcleanenergy.com.

III. PROGRAM BACKGROUND

The State of Connecticut has created a new standardized ESPC Program for use by State agencies, as required by Connecticut General Statutes 16a-37x. The program is intended to help State agencies implement a portfolio of comprehensive energy savings measures with no upfront capital. The costs of the energy retrofits are paid for by future savings from future utility and maintenance budgets guaranteed by the QESPs.

The new ESPC program provides the following resources to support State projects:

1. Assistance and support with education about the State ESPC program.
2. A set of [ESPC contract documents](#) that have been pre-approved by the Connecticut Attorney General's Office.
3. A selection of fully vetted Qualified Energy Service Providers (QESPs). These companies are on contract with the State of Connecticut to implement ESPC projects for the State agencies and have committed to follow the rules and guidelines of the ESPC program.

¹ The QESPs currently include 13 major energy service companies (ESCOs): Ameresco, ConEdison Solutions, Eaton Energy Solutions, Energy Solutions Professionals, Energy Systems Group, Honeywell, Johnson Controls, NORESKO, Pepco Energy Services, McKinstry, Schneider Electric, Siemens, and Trane.

4. Technical support including a pool of pre-qualified professional energy engineers that are available to provide technical support to State agencies at certain points in the process.

Program and technical support for State project sponsors includes assistance in evaluating projects, defining eligible conservation and renewable energy measures, monitoring and verifying the energy savings, qualifying additional technical service providers, and managing data.

IV. SCOPE OF SERVICES

BENEFITS: for CPs, the Green Bank and its partner agencies in the State of Connecticut, as the program administrators, offer:

1. the possibility of access to a growing pipeline of quality, investment-grade energy efficiency and renewable energy projects implemented and guaranteed by major ESCO companies;
2. potential access to secondary financings in the event the Green Bank participates in, or makes and chooses to sell down some of the financings for projects from its own balance sheet; and
3. the opportunity to fund implementation of retrofit investments that can lower operating costs, improve building services, and position properties to comply with State/city energy efficiency and renewable energy mandates.

ROLE OF CPs: The Green Bank seeks CPs interested in financing projects at State agencies through the ESPC structure, and will collect the information provided through this RFQ to pre-qualify interested lenders. The Green Bank anticipates working with its Qualified Capital Providers in one of two ways:

1. On a project by project basis: Once a qualifying energy project has been vetted and established, the Green Bank may approach all pre-qualified CPs with project details. The CPs will then have the opportunity to submit their preliminary terms for financing the project. All proposals will be submitted to the Green Bank, who will review them along with its partner State agencies. While the Green Bank anticipates that the State will choose a CP from proposals submitted through this process, there will be no requirement that it does so.
2. On a portfolio basis: The Green Bank may approach pre-qualified CPs with an opportunity to submit terms for a Master financing structure for a portfolio of ESPC projects for one or more project sponsors.

Though the Green Bank has limited ability to provide financing for ESPC transactions, it may also serve that role for smaller projects and aggregate transactions for sale to the CPs or secondary investors.

ESPC FINANCING AMOUNTS: Although there is no financing minimum for ESPC projects, the program is best suited for capital improvements above \$500,000. The amount financed depends on the depth of retrofit and expense of measures to be implemented. The State may also choose to fund a project using multiple sources of capital.

CREDIT ENHANCEMENT: A fundamental benefit to CPs of the State's LBE program is that project sponsors will only include State agencies. The State of Connecticut General Obligation bonds are currently rated Aa3, AA, AA, and AA by Moody's Investors Services, Standard & Poor's, Fitch Ratings and Kroll Bond Ratings, respectively. This affords CPs greater confidence in repayment, and the Green Bank anticipates that these high credit ratings will enable financing across a range of maturities at competitive rates without further credit enhancement.

CPs should note that in the State of Connecticut, the doctrine of sovereign immunity prevents the State from contractually granting a lien (i.e., security interest) in State property and bars suits against the State without the State's consent. However, a CP would be able to apply to the State claims commissioner for permission to sue the State for nonpayment under a valid contract.

The Green Bank has a limited amount of capital to support financial structures for more challenging credits.

INSTALLED COST DEFINITION AND ELIGIBLE COSTS: Eligible non-equipment costs of the energy efficiency and renewable energy improvements may include, but are not limited to the cost of surveys and audits, permits and inspections, equipment, installation from licensed, approved professionals, and follow-up inspections. Installation costs may include, but are not limited to, energy audit consultations, labor, design, drafting, engineering, permit fees, and inspection charges. The specific eligible non-equipment costs are included in the ESPC program guidelines.

V. REQUIREMENTS

PREFERRED QUALIFICATIONS/ SELECTION CRITERIA:

1. Proven capacity, expertise and track record of applicant team (including key subcontractors and/or partners) to finance and deliver successful energy improvement projects on State or public entities.
2. Proven track record of successfully funding and completing relevant Performance Contracting projects.
3. Ability to raise and or provide own capital to fund State contracting projects.
4. Technical and financial expertise to underwrite ESPC contracts and State projects.
5. Ability to work collaboratively and effectively with Green Bank and State staff, contractors, partners and other key stakeholders.

SUBMISSION PROCESS:

CPs may submit their information by email only. CP responses are due on August 29, 2014.

Please submit responses and/or questions to:

Joe Buonannata
Associate, Clean Energy Finance
Connecticut Green Bank
Direct: (860) 257 - 2172
joe.buonannata@ctcleanenergy.com

CONTENT OF INFORMATION RESPONSES:

The response should have a transmittal letter from an authorized officer of your institution which (i) confirms interest to develop and provide financing for ESPC projects, and (ii) indicates the key point of contact for your institution for follow-up discussions.

All responses must include the following:

1. Cite the principal regulator(s) of your institution (such as, FDIC, Federal Reserve Board, the OCC, etc.). If not a regulated firm or financial institution, provide the names, titles, emails, and direct telephone numbers of three professional references for the firm or, if recently formed, for the firm's principal partners.
2. Further background on your institution, including:
 - a. years in business;
 - b. total assets that demonstrate capabilities and interest to provide financing for the ESPC projects;
 - c. Staffing and personnel that can be devoted to these transactions;
 - d. Maximum amount of capital your institution would be willing to provide to any single project, if limited. This number will be non-binding.
 - e. Minimum amount of capital your institution would be willing to provide to any single project, if limited. This number will be non-binding.
3. Evidence of compliance with applicable regulations, licensing, and other requirements. CPs may be required to provide a recent certificate of good standing or comparable evidence from your primary regulator;

A summary description of EE and renewable energy financing products offered, a summary of their structure and where possible case studies of projects financed using such structures. Such description shall provide details on the following aspects:

1. Rating effects on the State, i.e. will the contracts entered into by the State agencies related to the financing be considered capital lease or debt obligations for rating agency purposes?
2. Accounting treatment for the State, i.e. will the contracts entered into by the State agencies related to the financing be considered capital lease or debt obligations for tax, accounting, statutory or financial reporting purposes?
3. Risk transfer to or from the State, please describe how the proposed financing structure will impact credit or transaction risk for the State.
4. Cost to the State. Please express indicative financing cost for different financing terms of 10, 15 and 20 years based on a formula tied to U.S. Treasuries and provide the actual rate based on U. S Treasury rates as of August 1, 2014, for the specified terms.
5. Tax-exemption, please explain if the proposed financing structure would be considered tax-exempt or taxable under federal tax laws.
6. What covenants or other contractual provisions would be required from the State including any early terminations provisions?
7. Please indicate if your institution currently provides financing for ESPC structures; and,
8. Summary information about your institution's existing or proposed ESPC financing activities in Connecticut (and/or nationally)

VI. State Contracting Obligations

All CPs will be required to enter into standard State Contracting Obligations at the time of execution of the definitive financing documentation (including but not limited to what is provided below and in the attached exhibits).

State Contracting Obligations. CP understands and agrees that the Green Bank will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. CP agrees to comply with these state contracting obligations and the term CP and contractor may be used interchangeably.

Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(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, mental retardation, 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 insure 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, mental retardation, 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;

(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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; 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 section 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(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 of 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 section 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 section 46a-56.”

Contractor represents and warrants that, prior to becoming a qualified CP, Contractor has provided the Green Bank with documentation evidencing Contractor's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above.

Choice of Law/Jurisdiction. This RFQ shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to its principles relating to conflicts of law.

Limitation of Liability. Each Party shall not be liable to the other Party for any special, indirect, incidental, consequential, punitive, or exemplary damages of any kind whatsoever, whether based on contract, warranty, tort (including negligence or statutory liability), or otherwise, in connection with this RFQ. All liabilities and obligations of the Green Bank under this RFQ are subject and limited to the funding available under Connecticut law.

FREEDOM OF INFORMATION ACT AND CONFIDENTIAL MATERIAL. The Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act. This RFQ and any files or documents associated with the RFQ, including e-mails or other electronic files, will be considered a public record and will be subject to disclosure under FOIA. Under C.G.S. §1-210(b) and §16-245n(D), FOIA includes exemptions for, among other things, trade secrets and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank.

All responses to this RFP shall become the property of the Green Bank and will be kept confidential until such time as a contract is executed or negotiations for the award of such contract have ended. Thereafter, submissions are subject to public inspection and disclosure under the State of Connecticut Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., as may be amended from time to time (“FOIA”).

If a Respondent in good faith believes that any portion of its submission is exempt from public disclosure under FOIA, then, in order to maintain confidentiality, the Respondent (i) should include an explanation containing the precise statutory basis for such exemption from disclosure under FOIA and (ii) the material claimed to be exempt should be clearly marked “Confidential.” The Green Bank will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for any inadvertent or intentional disclosure of such information, materials or data. Submissions marked as “Confidential” in their entirety will not be honored as such and the Green Bank will not deny public disclosure of all or any part of such submissions so marked. Only information marked “Confidential” that is accompanied with a precise statutory basis for such exemption under FOIA shall be safeguarded.

By submitting information with portions marked as “Confidential,” the Respondent (i) represents that it has a good faith reasonable belief that such information is exempt from disclosure under FOIA

pursuant to the precise statutory basis for such exemption, and (ii) agrees to reimburse the CGB for, and to indemnify, defend and hold harmless the Green Bank, its officers, fiduciaries, employees and agents from and against, any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to the Treasurer's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

Further, CP should be aware:

(i) The Green Bank has no obligation to notify any CP of any FOIA request received by the Green Bank, although it may make an effort to do so;

(ii) The Green Bank may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;

(iii) The Green Bank may in its discretion notify CP of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but the Green Bank has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;

(iv) CP will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and

(v) in no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

THE GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES.

VII. GENERAL TERMS AND CONDITIONS

If Contractor elects to respond to this RFQ, submission of your proposal assumes the acceptance of the following understandings:

- a. The Green Bank reserves the right to reject any or all of the submissions received in response to the RFQ, to waive irregularities or to cancel or modify the RFQ in any way, and at any the Green Bank chooses, in its sole discretion, if the Green Bank determines that it is in the interest of the Green Bank.

Submissions will be opened at the Green Bank's convenience. Note that all the information submitted in response to this RFQ is subject to Connecticut's Freedom of Information Act. All questions regarding this RFQ must be submitted **in writing** to Joe Buonannata, by email joe.buonannata@ctcleanenergy.com.

- b. The Green Bank reserves the right to make selections under this RFQ without discussion of the applications received. Applications should be submitted on the most favorable estimated terms from a technical, qualifications, and price standpoint.

- c. Submissions must be signed by an authorized officer of the CP. Submissions must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind the CP, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the submission.
- d. The Green Bank will not be responsible for any expenses incurred by any CP in conjunction with the preparation or presentation of any submission with respect to this RFQ.
- e. The Green Bank's selection of CPs through this RFQ is not an offer and the Green Bank reserves the right to continue negotiations with CPs on any given project.

THE GREEN BANK SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL BIDDER, THE GREEN BANK MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH THE GREEN BANK, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF THE GREEN BANK.

BY SUBMISSION OF A RFQ RESPONSE, CPs AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS RFQ.

EXHIBIT B

CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE
(Conn. Gen. Stat. § 31-57b)

I hereby certify that Contractor (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the bid/RFP/solicitation, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the bid/RFP/solicitation.

Signed: _____

Date: _____

EXHIBIT C-1

GIFT AFFIDAVIT AND CERTIFICATION (Conn. Gen. Stat. §§ 4-250 and 4-252)

For certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year

CHECK ONE: Initial Certification Change of Certification 12-Month Anniversary
Update
(Multi-year contracts only)

As used in this affidavit and certification, the following terms have the meaning set forth below:

1. "Contract" means that contract between Green Bank and Contractor described in the Cover Sheet.
2. If this is an Initial Certification, "Execution Date" means the date described in the Cover Sheet. If this is an Annual Update, "Execution Date" means the date this certification is signed by Contractor.
3. "Contractor" means the entity named as Contractor below.
4. "Applicable Public Official or State Employee" means any public official or state employee described in Conn. Gen. Stat. § 4-252(c) (1) (i) or (ii).
5. "Gift" has the same meaning given that term in Conn. Gen. Stat. § 4-250(1).
6. "Principals or Key Personnel" means and refers to those principals and key personnel of Contractor, and its or their agents, as described in Conn. Gen. Stat. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of Contractor. I hereby certify:

(1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation 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 person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

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

Sworn as true and to the best of my knowledge and belief, subject to the penalties of false statement.

Name of Contractor: _____

Signed: _____ Date: _____

Subscribed and sworn to before me, this ____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)

EXHIBIT C-2

(This next section is for execution by Connecticut Green Bank for all contracts having a value of \$500,000 or more in a calendar or fiscal year)

CERTIFICATION:

I, the undersigned head of Connecticut Green Bank, or designee, certify that (1) I am authorized to execute the attached contract on behalf of Connecticut Green Bank; and (2) the selection of the Contractor named below 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.

Name of Contractor: _____

Signed: _____ Date: _____

EXHIBIT D

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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 below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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--\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

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

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

CERTIFICATION REGARDING CAMPAIGN CONTRIBUTIONS (Conn. Gen. Stat. § 9-612)

For certain contracts valued at \$50,000 or more, or a combination or series of contracts valued at \$100,000 or more in a calendar year

I certify that neither Contractor nor any of its principals, as defined in Conn. Gen. Stat. § 9-612(f)(1), with regard to the Contract or the Contract solicitation, has made any campaign contributions to, or, on or after January 1, 2011, knowingly solicited any contributions 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, in violation of Conn. Gen. Stat. § 9-612(f)(2)(A).

I further certify that neither Contractor nor any of its principals, as defined in Conn. Gen. Stat. § 9-612(f)(1), with regard to a state contract or a state contract solicitation with or from the General Assembly, has made any campaign contributions to, or, on or after January 1, 2011, knowingly solicited any contributions on behalf of, (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, in violation of Conn. Gen. Stat. § 9-612(f)(2)(B).

I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by Contractor or any of its principals, as defined in Conn. Gen. Stat. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I further acknowledge receipt of SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contributions and Solicitation Limitations attached hereto.

Signed: _____

Date: _____

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 return 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 under this chapter, (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, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“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.

EXHIBIT E

AFFIDAVIT REGARDING CONSULTING AGREEMENTS (Conn. Gen. Stat. § 4a-81)

For contracts valued at \$50,000 or more in any calendar or fiscal year

Consultant hereby swears and attests as true to the best knowledge and belief of the person signing below that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with the Agreement.

Consultant agrees to amend this affidavit if and when any consulting agreement is entered into during the term of the Agreement, as set forth in Conn. Gen. Stat. § 4a-81(b)(4).

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signed: _____ Date: _____

Subscribed and sworn to before me, this _____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)

EXHIBIT F

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY
(Conn. Gen. Stat. §§ 1-101mm and 1-101qq)

For certain contracts valued at more than \$500,000

CHECK ONE

I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process].

I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award].

I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

I am a contractor who has already filed an affirmation but I am updating such affirmation either (i) no later than thirty days after the effective date of any such change, or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

I, the undersigned, person, contractor, subcontractor, consultant, or the duly authorized representative thereof, shall submit an updated affirmation if there is any change in the information contained herein, (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

*The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf.

Signed: _____

Date: _____

EXHIBIT G

AFFIRMATION OF WHISTLEBLOWING STATUTE (Conn. Gen. Stat. § 4-61dd)

For contracts valued at \$5,000,000 or more

Contractor acknowledges that if one of its officers, employees or appointing authorities takes or threatens to take any personnel action against any employee of Contractor in retaliation for such employee's disclosure of information to any employee of Connecticut Green Bank or the Auditors of Public Accounts or the Attorney General under the provisions of Conn. Gen. Stat. § 4-61dd(a), 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 of the value of the 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.

Signed: _____

Date: _____

EXHIBIT H

AFFIRMATION OF APPLICABLE EXECUTIVE ORDERS

To the extent applicable to this Contract, Contractor acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

Signed: _____

Date: _____

EXHIBIT I

CERTIFICATION REGARDING INVESTMENTS IN IRAN (Public Act No. 13-162)

For certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year

CHECK ONE: Initial Certification Amendment or Renewal

As used in this affidavit and certification, the following terms have the meaning set forth below:

1. “Entity” means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.
2. “Large State Contract” means an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term “large state contract” does not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.
3. “Quasi-public agency” has the same meanings as provided in Section 1-79 of the Connecticut General Statutes.
4. “Respondent” means the name of the entity which is entering into a large state contract with the Quasi-public agency.

CHECK APPLICABLE BOX:

Respondent’s principal place of business is located within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are **not** required to complete the certification portion of this form below but must still submit this form prior to submitting a bid or proposal for a large state contract.

Signed: _____ Date: _____

Respondent’s principal place of business is located outside of the United States and it is not a United States subsidiary of a foreign corporation. Respondents who check this box are required to complete the certification portion of this form below and must submit the form prior to submitting a bid or proposal for a large state contract.

CERTIFICATION:

Respondent 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.

Respondent has either 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, or Respondent has made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after October 1, 2013, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signed: _____ Date: _____

Subscribed and sworn to before me, this ____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)