



**CLEAN ENERGY**  
**FINANCE AND INVESTMENT AUTHORITY**

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**REQUEST FOR PROPOSALS (“RFP”)  
FOR RESIDENTIAL SOLAR LEASE AND/OR LOAN FINANCING PARTNERS**

**I. PURPOSE**

The Connecticut Green Bank (“Green Bank”) seeks proposals from qualified firms (“Financing Partners”) interested in providing capital and lease and/or loan origination, marketing, and servicing functionality for residential solar lease and loan products in the Connecticut market. These products may serve prime as well as underserved (i.e. credit challenged, low and moderate income (“LMI”)) residential customers in owner-occupied, 1-4 unit properties. Proposals for serving multifamily (i.e. five or more units) and investor-owned rental properties will also be accepted, in addition to proposals focused on small commercial properties.<sup>1</sup> The Green Bank is open to a range of partnership arrangements (i.e. credit enhancements requested of the Green Bank including, for example, loan loss reserve funds, subordinated debt, dealer backstop support, aggregation warehouses, and/or concessionary long-term credit facilities in lieu of incentives; various branding strategies; and coordinated access to the Green Bank’s dealers / marketing channels) to facilitate selected Financing Partners’ offerings and meet the Green Bank’s goals as described below.

This RFP does not reflect a winner-take-all approach to the market. Rather, the Green Bank expects to select multiple Financing Partners to address a number of key objectives, including:

- 1) Delivering attractive, low-cost and long-term lease and loan financing to both a) prime customers and b) credit-challenged customers with FICO scores going down to (at least) 640 and (potentially) below. The Green Bank will not entertain credit enhancement proposals to help serve prime customers, but will consider credit enhancements with respect to serving credit-challenged and LMI populations;
- 2) Providing one or more privately sourced lease and/or loan solutions for local dealers to access and offer to their customers (with local dealers effectively serving as an origination platform for selected Financing Partners);
- 3) Accelerating financing for “solar plus” offerings, which may include solar + energy efficiency or specific HVAC solutions, battery storage, EV rechargers, or other appropriate technologies; and
- 4) Achieving higher penetration of solar in the state’s LMI population to ensure a more equitable distribution of the benefits of going solar.<sup>2</sup>

The Green Bank has not committed a fixed amount of balance sheet to this RFP, but expects to commit sufficient funding to enable proposals to proceed with multiple Financing Partners in order to help kick-start the Governor’s stated goal of deploying 300 MW of residential solar by the year 2020.

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<sup>1</sup> Multifamily and small commercial properties do not qualify for Green Bank incentives under the Residential Solar Investor Program. However, security for not only debt financing, but also for PPAs and leases, is available under the Green Bank’s C-PACE program: [www.c-pace.com](http://www.c-pace.com).

<sup>2</sup> Background documentation on the Green Bank’s LMI solar strategies can be found online at: [http://www.ctcleanenergy.com/Portals/0/board-materials/7cii\\_Role%20of%20a%20Green%20Bank\\_Market%20Analysis\\_Low%20Income%20Solar%20and%20Housing\\_Memo\\_121214.pdf](http://www.ctcleanenergy.com/Portals/0/board-materials/7cii_Role%20of%20a%20Green%20Bank_Market%20Analysis_Low%20Income%20Solar%20and%20Housing_Memo_121214.pdf) and [http://www.ctcleanenergy.com/Portals/0/board-materials/7cii\\_Role%20of%20a%20Green%20Bank\\_Case%20in%20Point\\_Low%20Income%20Solar\\_Memo\\_121214.pdf](http://www.ctcleanenergy.com/Portals/0/board-materials/7cii_Role%20of%20a%20Green%20Bank_Case%20in%20Point_Low%20Income%20Solar_Memo_121214.pdf)

## II. GREEN BANK BACKGROUND

The Green Bank was established by Connecticut's General Assembly on July 1, 2011 through Public Act 11-80 as a quasi-public agency that supersedes the former Connecticut Clean Energy Fund ("CCEF"). 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 state green bank, the Green Bank leverages public and private funds to drive investment and scale up clean energy deployment in Connecticut through a variety of tools including bonding, public-private partnerships, and credit enhancements such as loan loss reserves, timeliness reserves, subordinated debt, loan guarantees and others. For more information about the Green Bank, please visit [www.ctcleanenergy.com](http://www.ctcleanenergy.com).

The Green Bank's current residential solar financing offerings (the CT Solar Lease and CT Solar Loan) have committed or deployed more than \$33 million over the past 18 months, helping to achieve the State of Connecticut's original 30 MW residential solar goal eight years ahead of schedule at a fraction of the expected cost. As these product lines wind down, the Green Bank expects the new financing options supported under this RFP to scale up. More information on the Green Bank's existing product suite is available in the Green Bank's [2015-2016 Comprehensive Plan](#) and [Comprehensive Annual Financial Report](#).

## III. RESIDENTIAL PROGRAM BACKGROUND

All residential solar activity in Connecticut takes place within the context of the state's Residential Solar Investment Program ("RSIP").

### a. Overview of the RSIP

The RSIP is a solar incentive program managed directly by the Green Bank. In this capacity, the Green Bank sets solar contractor eligibility criteria, qualifies eligible installers, and supports and manages communications and compliance with regards to installer performance under the RSIP. For more information about the RSIP, including current and past incentive levels and granular data on the program's performance to date, please visit: <http://www.energizect.com/gosolar>.<sup>3</sup>

### b. Overview of Residential Financing Products

The Green Bank's existing residential solar financing products support installers and customers operating within the context of the RSIP. For the first generation of Green Bank residential solar financing offerings (2012 - early 2015), product development and a significant portion of product management has been performed in-house by Green Bank staff. As the residential solar market continues its accelerating growth in Connecticut, the Green Bank is seeking to play a more indirect support role of residential financing offerings. On the loan side, in November 2014, Sungage Financial, the former provider of the CT Solar Loan, graduated from the Green Bank to an independent capital provider. On the lease side, the Green Bank expects to exhaust its CT Solar Lease fund in early to mid-2015. Although the Green Bank will continue to support local credit unions and community banks in offering two

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<sup>3</sup> Full historical program dataset: [http://www.energizect.com/sites/default/files/uploads/Section%20106%20Data%20for%20Web\\_17.xls](http://www.energizect.com/sites/default/files/uploads/Section%20106%20Data%20for%20Web_17.xls). Recent Market Watch Report: [http://www.energizect.com/sites/default/files/uploads/Residential\\_Solar\\_Investment\\_Program\\_Market\\_Watch\\_Report\\_December\\_5\\_2014.pdf](http://www.energizect.com/sites/default/files/uploads/Residential_Solar_Investment_Program_Market_Watch_Report_December_5_2014.pdf)

unsecured loan products that homeowners may use to finance residential solar PV, among several other types of energy upgrades (the Smart-E and Cozy Home Loans), **this RFP is designed to solicit highly qualified and specialized solar Financing Partners to help meet the growing market demand and consequent need for capital.**

For more information on the CT Solar Lease, visit:  
<http://www.gosolarct.com/Financing-Options/CT-Solar-Lease>  
<http://www.energizect.com/CTSolarLease>

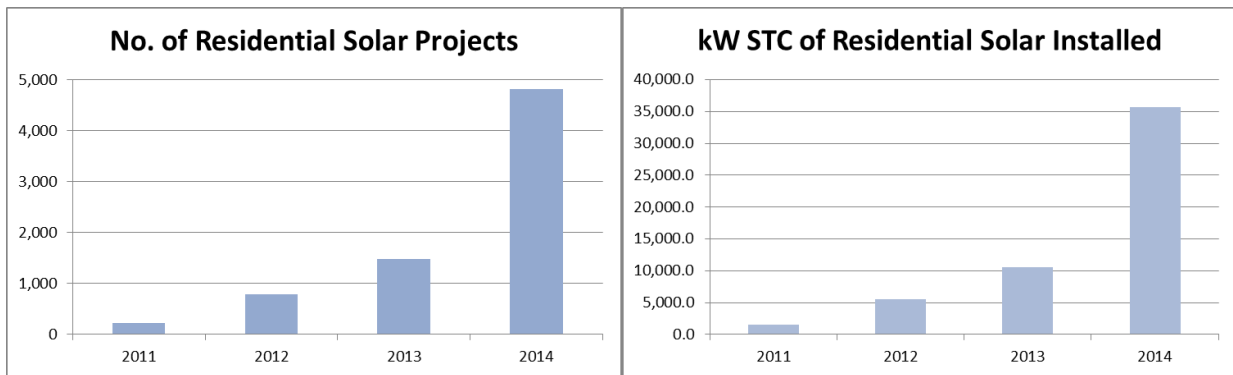
For more information on the (now closed) CT Solar Loan, visit:  
<http://www.prnewswire.com/news-releases/ct-solar-loan-partner-graduates-from-connecticut-green-bank-280780492.html>

For more information on the Smart-E Loan, visit:  
<http://www.gosolarct.com/Financing-Options/Smart-E-Loan>  
<http://www.energizect.com/SmartEBundle>

For more information on the Cozy Home Loan, visit:  
<http://www.energizect.com/cozyhome>

**Connecticut Residential Solar PV Market Data 2011-2014**

The market for residential solar PV in Connecticut has experienced exponential growth in 2014 as both the number of approved projects and the total MWs deployed have increased by approximately 3.5x versus 2013 figures (to 9,000+ projects and more than 65 MW in total, and nearly 5,000 projects and over 35 MW in 2014 alone). Table 1 below reflects the split between homeowner and third-party ownership in the state in 2014.



**Table 1 – 2014 Project and Financing Metrics for the State of Connecticut**

Available Market Data		2014
RSIP Overall (Total No. of Projects)		4,888
Homeowner Purchase (i.e. cash or loan)		1,888
Third-Party Ownership		3,000

## Green Bank Residential Solar Product Performance

This rising tide of interest in residential solar PV is further reflected in the uptake of the Green Bank's CT Solar Lease and CT Solar Loan products.

Table 2- CT Solar Lease and CT Solar Loan Application/Closed Statistics to-date (as of Dec. 1<sup>st</sup>, 2014<sup>4</sup>)

Product	Applications	# Closed	\$ Value of Closed	Average Value	# Approved/Closed	Approved/Closed
CT Solar Lease	1,362	282	\$11.07m	\$39,259	700	\$26.97m
CT Solar Loan	462	258	\$5.46m	\$21,174	292	\$6.34m

Decline rates for both the CT Solar Loan and CT Solar Lease (due to FICO and DTI requirements of the products) reflect the significant interest in going solar among credit challenged homeowners:

- 15% of otherwise qualified CT Solar Loan applicants had FICO scores ranging between 600 and 679, with 10.7% falling within the 640-679 bucket and 4.2% falling within the 600-639 bucket; and
- For the CT Solar Lease, nearly 12% of applicants fell below the 640 FICO threshold: 5.5% had FICO scores between 600-639, 1.8% between 580-599, and 4.3% below 580.

## The Total Addressable Residential Solar PV Market in Connecticut

Looking at the potential growth of the Connecticut market more broadly, the Green Bank has performed an assessment of the technical and economic viability (total addressable market – TAM) and market penetration (served addressable market – SAM) of residential solar PV in Connecticut.

Table 3 – Connecticut Residential Solar Market TAM

Market	Market Size (# households)	Market Size (gW)
Connecticut	1,609,735	29.29
Residential Sector	1,454,651	12.67
Technically Viable Rooftops	659,312	6.51
Economically Viable Rooftops	506,714	3.89

This assessment indicates that there are more than 500,000 currently economically viable rooftops in the state, a number that is expected to increase to more than 650,000 rooftops as solar costs decline and electricity prices continue to increase. The Green Bank hopes to expand the pool of credit-eligible households in the state for both lease and loan financing options by addressing credit challenged homeowners through this RFP.

<sup>4</sup> CT Solar Loan launched statewide in July 2013 and stopped receiving applications 10/31/2014. CT Solar Lease launched in September 2013

Table 4 – Breakdown of Single Family Households in Connecticut by Credit Band

FICO Band	Number of Single Family Households	Percent of Total Single Family Households
700+	415,472	72%
680-699	36,501	6%
640-679	53,624	9%
600-639	31,451	5%
580-599	9,942	2%
Below 580	31,088	5%
<b>Total</b>	<b>578,078</b>	<b>100%</b>

**Connecticut Residential Solar PV Customer Demographics**

In order to arm Connecticut’s residential solar installer network with better insight into the demographics of the state’s solar customers to date, as well as opportunities for future growth, the Green Bank commissioned a Nielsen customer market segmentation analysis on the existing base of RSIP projects. This analysis indicates that the current RSIP customer base is primarily comprised of three distinct market segments, with the following descriptors and demographic profiles:

- “Solar Homes” – mainstream solar customer in the state
- “Prudent Yankees” – lower income, strong interest in self-reliance. Segment unique to Connecticut, average age of 52
- “Solar Prospects” – mainstream solar customer outside Connecticut, new market for state

Segment	% of RSIP Customers	Avg. Household Income	Avg. Age	% College-Educated	% w/Children in Home	% Employed Full-Time	% of CT Households in Segment
Solar Homes	70%	\$148k	44	52%	54%	66%	53%
Prudent Yankees	10%	\$48k	52	16%	48%	38%	9%
Solar Prospects	10%	\$116k	55	51%	27%	53%	28%

Webinar materials presenting the full results of this market segmentation analysis are available at: [http://gosolarct.com/solar\\_segmentation](http://gosolarct.com/solar_segmentation).

**IV. Green Bank Assets for the Residential Solar Market**

Either directly or through partnerships, the Green Bank manages a variety of owned media and marketing channels it uses to reach consumers about affordable ways to make energy upgrades. The Green Bank is open to a range of operating scenarios under which Financing Partners manage product branding and leverage the Green Bank’s residential solar marketing assets (including using some or none of our channel assets). The following is a list of the assets potentially available to selected Financing Partners.

**GoSolarCT.com** – statewide campaign and website for consumers to access information about going solar, financing options, and finding professional installers. The site features original residential solar financing customer testimonials, as well as EnergySage content on reasons to go solar, information on solar PV technology, and a full residential solar buyer’s guide. Additional EnergySage content, including topical blog posts, an Instant Estimate tool, installer profiles, customer lead generation, and more, will be incorporated into the website in spring 2015. The Green Bank supports this statewide campaign with paid search advertising and earned media. If desired, selected Financing Partners may utilize the product names “CT Solar Lease” and “CT Solar Loan,” which would allow for listing on GoSolarCT.com and on the EnergizeCT.com website for those product pages. The Green Bank is open to whether this is done as a white label (current CT Solar Lease approach) or co-branded (current Smart-E approach).

**Solarize** – Solarize Connecticut is a program designed to encourage the adoption of residential solar photovoltaic systems by deploying a coordinated education, marketing and outreach effort, combined with a tiered pricing structure that provides increased savings to homeowners as more people in one community go solar. In the Solarize Connecticut model, an installer is preselected, and the technology and the exact price of PV are provided upfront, making it much easier for residents to make the decision to go solar. See [www.solarizect.com](http://www.solarizect.com) for more info.

**EnergizeCT.com Website, Facebook Page, Twitter, and YouTube Channel** – the Green Bank’s products and programs operate in the context of a statewide brand and marketing campaign. Key program pages exist at:

- Residential Solar Investment Program – [www.energizect.com/gosolar](http://www.energizect.com/gosolar)
- EnergizeCT Financing page – <http://www.energizect.com/residents/solutions/financing>
- EnergizeCT CT Solar Loan page – <http://www.energizect.com/ctsolarloan><sup>5</sup>
- EnergizeCT CT Solar Lease page – <http://www.energizect.com/ctsolarlease>
- EnergizeCT Facebook page – <https://www.facebook.com/energizect>
- EnergizeCT Twitter feed – <https://twitter.com/energizect>

**Residential Solar Installer Network** – beyond incentives, the Green Bank provides significant and integrated support to its statewide residential solar PV installer base, including but not limited to: sales trainings, operational support, and process oversight. These services extend to all eligible installers, regardless of whether their footprints are local, regional, or national. A breakdown of the state’s largest installers appears below.

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<sup>5</sup> Currently a redirect page but available for selected Financing Partners

**Table 1 – Top 15 Connecticut Residential Solar PV Installers by No. of Approved Projects (2014)**

Installer	No. of Approved Projects (2014)	Website
SolarCity	1,673	<a href="http://www.solarcity.com">www.solarcity.com</a>
Trinity Solar	341	<a href="http://www.trinity-solar.com">www.trinity-solar.com</a>
Roof Diagnostics Solar and Electric of CT	309	<a href="http://www.nrghomesolar.com">www.nrghomesolar.com</a>
C-TEC Solar LLC	283	<a href="http://www.ctecsolar.com">www.ctecsolar.com</a>
Ross Solar Group	269	<a href="http://www.rosssolargroup.com">www.rosssolargroup.com</a>
Sungevity, Inc.	245	<a href="http://www.sungevity.com">www.sungevity.com</a>
Astrum Solar	225	<a href="http://www.astrumsolar.com">www.astrumsolar.com</a>
BeFree Green Energy, LLC	222	<a href="http://www.befreesolar.com">www.befreesolar.com</a>
Real Goods Solar, Inc	196	<a href="http://www.rgsenergy.com">www.rgsenergy.com</a>
AllGreenIT, Inc.	140	<a href="http://www.allgreenit.com">www.allgreenit.com</a>
Encon, Inc.	138	<a href="http://www.enconsolar.com">www.enconsolar.com</a>
Sunlight Solar Energy, Inc.	113	<a href="http://www.sunlightsolar.com">www.sunlightsolar.com</a>
Next Step Living	94	<a href="http://www.nextstepliving.com">www.nextstepliving.com</a>
Aegis Electrical Systems, LLC	81	<a href="http://www.aegis-solar.com">www.aegis-solar.com</a>
Earthlight Technologies	55	<a href="http://www.earthlighttech.com">www.earthlighttech.com</a>
All Others	450	
<b>Total</b>	<b>4,834</b>	

For more information on the Green Bank’s residential solar PV installer eligibility requirements, please visit [http://www.ctcleanenergy.com/Portals/0/December\\_2014\\_Contractor\\_RFQ.pdf](http://www.ctcleanenergy.com/Portals/0/December_2014_Contractor_RFQ.pdf).

**Clean Energy Communities Program** – the Clean Energy Communities program enables Connecticut cities and towns to earn clean energy systems and energy efficiency grants by achieving specific clean energy and energy efficiency milestones, including earning points for residential solar financing applications. See <http://energizect.com/communities/programs/clean-energy-communities>.

## V. SCOPE OF SERVICES

Through this RFP, the Green Bank is seeking Financing Partners to provide a variety of attractive, low-cost and long-term lease and loan products to support the Connecticut residential solar marketplace. The Green Bank’s goal is for these products to meet as many of the following criteria as possible:

- Be available to a broad credit spectrum, including distinct products serving (i) prime customers (without credit enhancement) and (ii) credit challenged customers (i.e. FICO bands of <600, 600-639, and 640-679) on a credit enhanced basis, as necessary;
- Allow homeowners to go solar with no money down;
- Be cash flow positive, or close to it, after subtracting financing costs from energy savings (that is, product options should include access to those that have a sufficiently low cost of capital and a sufficiently long repayment tenor to make the product economically attractive);
- Offer system insurance, warranty management, ongoing maintenance support, and performance guarantees;
- Allow for the financing of energy efficiency solutions, battery storage, EV recharging, roof replacement, and ground and pole mounted systems;
- Have simple assignability / transferability provisions;
- For leases, provide prepaid options and early buyout terms;



- For loans, offer a range of tenors (i.e. 10 to 25 years); include no penalties for prepayment; and provide homeowners with options with respect to re-amortizing Federal Investment Tax Credit proceeds as applied towards the loan;
- For both leases and loans, require no collateral beyond the solar system itself;
- Provide a simple process for onboarding dealers and channel marketing partners;
- Offer online and mobile sales tools for local installers, with electronic closing support;
- Have zero or low-dollar dealer fees; and
- Be sufficiently open such that smaller dealers with limited balance sheets can access the product.

Additionally, the Green Bank welcomes proposals from potential Financing Partners looking to serve specifically targeted underserved populations, including LMI customers and those living in investor-owned and/or multifamily properties.

To achieve its goals, the Green Bank is open to supporting selected Financing Partners with one or more of the following assets:

- Credit enhancements for credit-challenged and LMI customers
  - Loan loss reserves
  - Subordinated debt
  - Aggregation warehouse
- Credit enhancements (regardless of customer class)
  - Dealer backstops (i.e. for workmanship warranty or balance sheet issues)
  - Long-term concessionary credit facility in lieu of Green Bank incentives
- Marketing and outreach assets as outlined above
- Access to and integration with a highly trained pool of local dealer partners

The Green Bank expects to deploy these assets to support selected Financing Partners in successfully originating a high and accelerating volume of projects across Connecticut, while still maintaining an “open market” approach for all market participants.

Additionally, as a parallel offering through this RFP, the Green Bank has a portfolio of existing high quality solar loans, originated under the CT Solar Loan program, for which it is looking for a senior debt investor on a pooled basis (and/or purchaser on a whole loan basis). This portfolio is approximately \$5M in size, consisting of about 225 loans and totaling over 1.75 MW in installed capacity. Interested Financing Partners may request access to further portfolio data and bid on the pool as part of their responses to this RFP.

## **VI. REQUIREMENTS**

### **1. PROPOSAL PROCESS**

Each potential Financing Partner should carefully examine this RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Potential Financing Partners should familiarize themselves with all proposal requirements prior to submitting their proposal. Should a potential Financing Partner note any discrepancies, require clarifications, wish to request interpretations, or have any other questions, the potential Financing Partner should submit a written request to John D’Agostino, Senior Manager of Residential Programs, via email:



[john.dagostino@ctcleanenergy.com](mailto:john.dagostino@ctcleanenergy.com). The Green Bank will respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective Financing Partners. An updated FAQ document containing responses to such requests is available at: <http://www.ctcleanenergy.com/Portals/0/Residential%20Solar%20Financing%20RFP%20FAQs%20v012115.pdf>

Thereafter, if a potential Financing Partner is interested in submitting a proposal, the following requirements must be observed:

- a. Proposals should be submitted electronically to John D'Agostino via email at: [john.dagostino@ctcleanenergy.com](mailto:john.dagostino@ctcleanenergy.com). The subject line should read: "Response to Residential Solar Financing Partner RFP".
- b. Respondents may be required to interview with Green Bank staff if deemed necessary.
- c. The Green Bank will begin negotiating terms with selected Financing Partners on a rolling basis.

## **2. PROPOSAL FORMAT**

The following format should be followed in order to provide the Green Bank with a working basis on which to compare one proposal with another. Each of the elements within this outline is expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification. Please limit proposals to no more than 20 pages.

### **a. PROPOSAL BODY**

- i. Briefly discuss your firm's experience originating and managing residential lease and/or loan products, with attention paid to specific insight into or experience participating in the Connecticut market as applicable. Regardless of past Connecticut experience, describe your firm's ability to generate volume and how you would plan to accelerate residential solar deployment in the Connecticut market. Provide firm origination targets for your proposal.
- ii. Summarize your proposal.
  - a. What financing product(s) are you looking to offer, and what are their key terms?
  - b. Which market segments are you planning to serve?
  - c. What is your expectation of volume in the 2015-2016 timeframe? What kind of support or partnership are you looking for from the Green Bank?
  - d. What return, if any, will the Green Bank realize for investing ratepayer and other assets (i.e. credit enhancements, marketing and outreach support, access to a local dealer network trained to sell financing) alongside your firm?

The proposal should emphasize how a partnership with your firm will help the Green Bank support the delivery of robust residential solar lease and loan options at the lowest cost possible, consistent with the criteria outlined above in Section V. (Scope of Services).

- iii. Provide any models or quantitative analyses necessary to support the narrative articulated in response to subsection (ii). Clearly state all material assumptions. Dynamic models preferred.
- iv. Provide a project organization and management description that describes the unique capabilities of your firm and the individuals assigned to managing a Financing Partnership in response to this RFP.
- v. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's involvement with the Green Bank. If conflicts do or might exist, describe how your firm would resolve them.
- vi. Describe any litigation, pending judgments, etc., which could affect your ability to enter into an agreement with the Green Bank, including a description of the circumstances involved in any defaults by the potential Financing Partner. If your firm has been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.

Include in the proposal any other information you may deem relevant or helpful in the Green Bank's evaluation of your firm's proposal.

b. ASSETS REQUESTED

- i. To the extent necessary, use this section to provide further detail on the Green Bank assets your firm would seek to access if selected as a Financing Partner. If requesting credit enhancement funds, describe the proposed terms of the credit enhancement in detail (i.e. how much funding? serving what market? over what time period?). If requesting other asset support (i.e. marketing and outreach, or access to the Green Bank's local dealer network), provide as much detail as possible regarding the kind of support your firm would ask of the Green Bank, and how your firm would make use of those assets to drive the origination of residential solar projects supported by loan and/or lease financing.
  - ii. Enumerate any and all fees that any participants in the market (including customers, dealers, and/or the Green Bank) might incur for accessing your firm's financing solutions.
  - iii. If applicable, outline your firm's proposed terms for a senior debt investment into (or outright purchase of) the Green Bank's outstanding CT Solar Loan portfolio.
- c. REFERENCES: List two to three partners for reference. These partners should be public agencies, financial institutions, and/or dealers / trade allies. Please include the name, telephone numbers, and physical and e-mail addresses of a contact person at each reference.

## VII. GENERAL TERMS AND CONDITIONS

If Financing Partner elects to respond to this RFP, submission of your proposal constitutes acknowledgement of the acceptance of the following terms, conditions and understandings:

1. The Green Bank reserves the right to accept or reject any or all of the proposals received in response to the RFP, to waive irregularities, or to cancel or modify the RFP in any way and at any time the Green Bank chooses, in its sole discretion, if the Green Bank determines that it is in the interest of the Green Bank.
2. The Green Bank reserves the right to seek clarification from any proposer regarding its submission and may do so without notification to any other proposer.
3. The Green Bank reserves the right, at its own cost and expense, to perform a complete financial review as well as an on-site investigation of any proposer's facilities to ensure it is capable of meeting the demands of the Green Bank and the responsibilities identified in this RFP.
4. The Green Bank further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. The Green Bank reserves the right not to accept the lowest priced proposal in its sole and absolute discretion.
5. Proposals must be signed by an authorized officer of the potential Financing Partner. Proposals must also provide name, title, physical and e-mail address, and telephone number for individuals with authority to negotiate and contractually bind potential Financing Partner, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
6. The Green Bank will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP, and no proposal materials will be returned.
7. The Green Bank's selection of one or more Financing Partners through this RFP is not an offer and the Green Bank reserves the right to continue negotiations with the selected Financing Partners until the parties reach a mutual agreement.
8. Financing Partners will execute all required state contracting forms as set forth in the attached Exhibit A. The state contracting forms and requirements change based upon the value of the contract. For example, if the value of the contract is less than \$5,000,000, less stringent forms will be required.

Proposals will be evaluated on the following criteria:

1. **Achievement of RSIP Goals** – will the potential Financing Partner be a significant contributor to successful achievement of the Green Bank's goals in residential solar (i.e., deploying 300MW of residential solar by 2020, providing economically attractive financing options, opening up access to solar for credit challenged demographics, offering reliable service/support options, etc.)?

2. **Program Requirements** – has the proposer accepted the program requirements and approach without major exceptions?
3. **Relevant Residential Financing Experience** – will the potential Financing Partner assist with the development and operationalization of effective residential solar financing programs in Connecticut? Is the potential Financing Partner willing to work with the Green Bank for more than a one-year term to continue to develop this market?
4. **Residential Solar Financing Experience** – has the potential Financing Partner demonstrated that it has the experience and expertise to perform the requested tasks?
5. **Program Enhancements** – does the proposal offer additional elements to enhance the program?
6. **Cost of Assets Requested** – what is the total cost to the Green Bank, and does the overall proposal offer good value to achieve the desired residential solar financing goals?

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

**Exhibit A**

**STATE CONTRACTING CERTIFICATIONS,  
AFFIDAVITS AND AFFIRMATIONS  
FOR THE CONNECTICUT GREEN BANK**

**CONTRACTS VALUED AT \$5,000,000 OR MORE IN ANY CALENDAR OR FISCAL YEAR**

**COVER SHEET**

The following certifications, affidavits and affirmations are provided in connection with an agreement or contract (the "Contract") by and between \_\_\_\_\_ (the "Contractor") and the Connecticut Green Bank ("Green Bank") dated as of \_\_\_\_\_, 20\_\_\_. The duly authorized and acting officer of Contractor signing the attached documents is \_\_\_\_\_, the \_\_\_\_\_ [insert title] of Contractor.

The Contract Execution Date is \_\_\_\_\_, 20\_\_.

The certifications, affidavits and affirmations are applicable as follows:

- I. CERTIFICATION OR AFFIDAVIT REGARDING NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS - Applicable to all contracts. (Conn Gen. Stat. §§ 4a-60 and 4a-60a)**
- II. CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE - Applicable to all contracts. (Conn. Gen. Stat. § 31-57b)**
- III. GIFT AFFIDAVIT AND CERTIFICATION - Applicable to certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year. (Conn. Gen. Stat. §§ 4-250 and 4-252)**
- IV. CERTIFICATION REGARDING CAMPAIGN CONTRIBUTIONS - Applicable to certain contracts valued at \$50,000 or more, or a combination or series of such contracts valued at \$100,000 or more in a calendar year. (Conn. Gen. Stat. § 9-612)**
- V. AFFIDAVIT REGARDING CONSULTING AGREEMENTS - Applicable to certain contracts valued at \$50,000 or more in any calendar or fiscal year. (Conn. Gen. Stat. § 4a-81)**
- VI. AFFIRMATION OF RECEIPT OF STATE ETHICS LAW SUMMARY - Applicable to certain contracts valued at more than \$500,000. (Conn. Gen. Stat. §§ 1-101mm and 1-101qq)**
- VII. AFFIRMATION OF WHISTLEBLOWING STATUTE - Applicable to contracts valued at \$5,000,000 or more. (Conn. Gen. Stat. § 4-61dd)**
- VIII. AFFIRMATION OF APPLICABLE EXECUTIVE ORDERS - Applicable to all contracts.**
- IX. CERTIFICATION REGARDING INVESTMENTS IN IRAN - Applicable to certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year. (Public Act No. 13-162)**

These materials are provided solely as a convenience. It is the obligation of the Contractor to review the statutes and executive orders and determine the applicability of the same to the Contract, as well as to determine whether statutes not cited above may be applicable to a particular Contract.

**I. CERTIFICATION OR AFFIDAVIT REGARDING NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS (Conn Gen. Stat. §§ 4a-60 and 4a-60a)**

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

**For contracts valued at \$50,000 or more for any year of the contract:**

**CHECK ONE**

I hereby certify the following is a true and correct copy of the resolution adopted on \_\_\_\_\_, 20\_\_ by Contractor's governing body in accordance with all of its documents of governance and management and the laws of the \_\_\_\_\_, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect:

**RESOLVED: That \_\_\_\_\_, hereby adopts as its policy the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.**

In witness whereof, the undersigned has executed this certificate the day and date indicated below.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

I hereby certify that a prior resolution adopted by Contractor's governing body and provided to CI, and that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, remains in full force and effect on the date this documentation is submitted to CI.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**(This next section is for execution by Green Bank where Contractor supplies a prior resolution regarding nondiscrimination)**

I, the undersigned head of Green Bank, or designee, certify that the attached prior resolution of Contractor complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

I am over the age of eighteen (18) and understand and appreciate the meaning of an oath. I hereby certify under penalty of false statement that I am duly authorized to adopt company or corporate policy for Contractor and that Contractor has a policy in effect that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me, this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
(or Notary Public)

**II. 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: \_\_\_\_\_



**III. 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)

**(This next section is for execution by 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 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: \_\_\_\_\_

**IV. 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 as Exhibit 1 hereto.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**(to Certification regarding campaign contributions)**

**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](http://www.ct.gov/seec). Click on the link to “Lobbyist/Contractor Limitations.”

Definitions:

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

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

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

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

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

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

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



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

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

Contractor 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 Contract.

Contractor agrees to amend this affidavit if and when any consulting agreement is entered into during the term of the Contract, 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)

**OR**

**I.** Contractor hereby swears and attests as true to the best knowledge and belief of the person signing below that it has entered into the following consulting agreement(s), as defined in Conn. Gen. Stat. § 4a-81:

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

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

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

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

\_\_\_\_\_  
Cost of Consulting Agreement

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

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

If Yes: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

**II.** Contractor agrees to amend this affidavit if and when any other consulting agreement is entered into during the term of the Contract, 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)

**VI. 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](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**VII. 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: \_\_\_\_\_

**IX. 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)