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Request for Qualifications for Revenue-Grade PV System Performance Meter Providers

To participate in the

Residential Solar Investment Program

PROGRAM OPPORTUNITY # CEFIA-PMP-2-001
VERSION 1
MARCH 28, 2016

APPLICATIONS ACCEPTED FROM APRIL 4, 2016 THROUGH MAY 6, 2016

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This document is available on the following Green Bank web page:

<http://www.ctgreenbank.com/RFQ>

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Executive Summary

The Green Bank's mission is to lead the Green Bank movement by accelerating private investment in clean energy deployment for Connecticut to achieve economic prosperity, create jobs, promote energy security and address climate change. As the nation's first full-scale Green Bank, the organization leverages public and private funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about Connecticut's Green Bank, please visit www.ctcleanenergy.com.

Green Bank has been charged by the Connecticut State Legislature under Public Act 11-80, Section 106, to promote the installation of no less than thirty (30) megawatts (MW) of residential solar photovoltaic (PV) systems by 2022. The legislature increased this target to three hundred (300) MW on July 1, 2015 under Section 1 of Public Act 15-194. As of the release date of this RFQ, more than 110 MW of systems have been approved through the Residential Solar Investment Program (RSIP). Green Bank's Revenue-Grade PV System Performance Meter Providers Request for Qualifications (RFQ) is the only vehicle through which Green Bank will identify and qualify Performance Meter Providers (PMPs) to provide monitoring services for Green Bank RSIP. Green Bank will screen and evaluate all of the RFQ response forms (Applications) and will approve only the PMPs meeting this RFQ's criteria.

The purpose of this RFQ is to select PMPs who are qualified to participate in Green Bank's RSIP by offering revenue-grade residential solar PV monitoring. PMPs will be selected based on their revenue-grade meter system being approved by Green Bank under this RFQ. It is important to understand PMPs selected through this RFQ are not affiliates of Green Bank. They will operate as independent entities.

Section 1 – Introduction

1.1. Objectives of this RFQ

All Eversource Energy (ES) and The United Illuminating Company (UI) ratepayers (Homeowners) participating in RSIP are required to install a revenue-grade performance meter to monitor system performance and determine the gross energy generated and capacity. Data from these systems will be read and communicated to Green Bank's Locus Portal under a license agreement with Locus Energy, Inc. (Locus).

The PMP's primary responsibilities are as follows:

- Offer an ANSI C12.20 certified (Class 0.5%), or better, revenue- grade PV performance meter system for RSIP Homeowners/System Owners to purchase from System Installers (Contractors) as part of the total installed cost of a solar PV system
- A dedicated sponsor must verify that the PMP will install at least 1,000 meters in the CGB program with the first year.
- Provide training and training materials to Contractors on how to properly install offered meter system to meet all building and electrical codes and the manufacturer's warranty requirements
- Design, install and maintain a Server-to-Server Interface (File Transfer Protocol) to transmit at minimum energy (kWh) and capacity (kW) meter data to Green Bank's Locus Portal. The Server-to-Server Interface must be designed and maintained to the specifications defined by Locus and PMP must at all times ensure the full integrity and accuracy of all data transmitted to Green Bank's Locus Portal and all data must be audited and free of any and all defects prior to transmission. All cost to design, install and maintain, including resolution of software or process defects related to the Server-to-Server Interface shall be born solely by the PMP
- All data transmitted to Green Bank's Locus Portal must be delivered via a scheduled file transfer with a CSV file provided on a regular basis to a server location specified by Locus. The file must contain three columns with each row containing, in order: a unique meter ID, consecutive ascending 15min intervals, and a cumulative kWh value. The integration method and/or file format requirements are subject to change, and Green Bank and Locus will provide as much advance notice as possible if such changes are necessary
- PMPs offering a monitoring portal to RSIP Homeowners/System Owners and Contractors, must also provide a portal to Green Bank with the monitoring data collected from Homeowners/System Owners at no cost to Green Bank
- Provide a minimum five-year manufacturer's warranty on meter systems purchased by RSIP Homeowners/System Owners and an extended warranty to cover meter at least ten (10) years after termination date of the initial warranty

Meter warranty must include an installation allowance for the replacement of meter deemed defective by the manufacturer and replaceable under the terms of the warranty

If meter has to be recertified as ANSI C12.20 compliant within the warranty and extended warranty period, PMP must accept responsibility for maintaining the meter's ANSI C12.20 certification

- In anticipation of the termination of 3G cellular service, PMP must offer a service plan to upgrade the meter to operate on the least costly available cellular service
- Provide customer support to Green Bank, RSIP Homeowners/System Owners and Contractors including but not limited to troubleshooting and resolving communication issues

- Warrant that PMP has no restrictions or encumbrances preventing PMP from providing Green Bank with any RSIP Homeowner's/System Owner's monitoring data from PMP's meter system and data transmission interface to the Green Bank's Locus Portal
- Meter has a minimum data storage capacity of one month of full granularity energy (kWh) and capacity (kW) data in the event of an outage
- Meter has a minimum energy (kWh) and capacity (kW) data reporting granularity of 15 minutes or better sent at least once a day
- Must notify Green Bank by email of any material hardware or software upgrades and/or changes to installed meter systems at least five (5) business days prior to the date such upgrades or changes will be implemented. Must notify Green Bank and Locus by email of any upgrades or changes to the Server-to-Server Interface with the Green Bank's Locus Portal at least five (5) business days prior to implementing such upgrades or changes
- Provide reasonably priced hardware and service plan to RSIP Homeowners/System Owners and/or Contractors
- Comply with all laws, certifications, and regulations applicable to the products and services provided as well as any other applicable State and Federal laws

Under this RFQ, Green Bank intends to approve only those PMPs using commercially available monitoring technologies, and those which have been actively participating in a residential PV market. If a PMP does not meet the minimum criteria or does not include all required documentation listed in Section 2 of this RFQ, additional information will be requested by Green Bank. **Green Bank staff will not review applications until all required documents have been submitted to Green Bank's satisfaction.**

The Application is available on the following Green Bank web page:

www.ctgreenbank.com/RFQ

Please note, as Green Bank refines the PMP approval process, PMPs may be required to become compliant with a specific computer programming language or protocol.

1.2. Eligible PMPs

PMPs must be established companies and must demonstrate to Green Bank's satisfaction that the proposed monitoring device(s) is currently commercially available for purchase, has proven to be effective on residential PV installations and that the PMP can provide the services outlined in this RFQ. All PMP meters must provide data to Green Bank Locus Portal through a Server-to-Server Interface per the specifications of Locus and must provide at least one of the following methods of Data access from the Homeowners/System Owners:

- Wireless (3G cellular network or better with an initial 5-year service contract)
- Modem Wired (Ethernet-based) (only to be installed on systems where adequate cellular service cannot be established and maintained)

Section 2 – Application Process

2.1. RFQ Schedule

Applications will be accepted from April 1, 2016 through April 30, 2016. Each PMP will be reviewed annually to ensure continued compliance with this RFQ's standards and procedures and is expected to provide updated documentation as requested by Green Bank.

2.2. Required Documentation

All PMPs must provide the following documentation to be considered for Green Bank approval:

1. **Complete set of Application Forms** – Please see Section 3, Application Format, for detailed information.
2. **Financial Information** - Provide verifiable evidence of financial solvency and health. Include two (2) years of financial statements. If available, **audited** financial statements are preferred. If the financial information is confidential, it must be submitted in a separate PDF, labeled "CONFIDENTIAL" in the title of the document, and clearly marked "CONFIDENTIAL" on each page as it prints in accordance with Section 5.2. of this RFQ.
3. **Disclosures** – Disclose all affiliates, partnerships and relationships.
4. **Web-Based Portal Information**
 - Sample view of the web pages(s) visible to the Green Bank
 - Sample view of the web page(s) visible to the Homeowner/System Owner
 - Same view of the web page(s) visible to the Contractor/Installer
 - Detailed explanation of the information and reports that can be created using the web-based portal, including, but not limited to:
 - Geographic location of PV system(s), including town and county
 - Name of Contractor/Installer
 - Designation of PV system ownership, third-party versus purchase
 - PV system size, estimated generation
 - Detailed customer information (address, name, keywords, notes, custom fields)
5. **Product Information**
 - Hardware and software costs must be identified separately
 - Per unit cost of hardware
 - Volume discounts offered on hardware, if available
 - Estimate of installed cost per unit for hardware
 - Copy of owner's manual for hardware
 - Copy of product warranty for hardware

- Copy of hardware specification sheet(s)
 - Copy of marketing materials, if available
 - Description of customer support available from PMP to Green Bank, Homeowners/System Owners and Contractors (e.g. webinars or service hotline hours)
 - If the PMP will not be providing customer support directly to Green Bank, Homeowners/System Owners and Contractors, provide a description of the customer support offered and identify the entity responsible for providing customer support
 - Description of the customer dispute resolution process
 - Description of Data security and data redundancy protocols as well as the service/portal recovery process
6. **General Liability Insurance Information** - All PMPs must carry at least one million dollars (\$1,000,000) in general liability insurance in order to participate in the RSIP. PMPs must list the Connecticut Green Bank and the State of Connecticut as additional insured.

2.3. Application Process

The Application process is as follows:

1. A complete Application will be submitted by the PMP to Green Bank at: smallsolar@ctgreenbank.com
2. Green Bank will review the Application and request missing documentation if applicable.
3. When all required documents are submitted, Green Bank will send a letter notifying the PMP of its decision through e-mail.
4. Green Bank will add newly approved PMPs to Green Bank's approved Performance Meter Provider list. This list is posted online at www.ctgreenbank.com/ApprovedPMP
5. PMPs must be listed on Green Bank's approved Performance Meter Provider list prior to selling monitoring equipment to Homeowners/System Owners and Contractors for use in the RSIP.

2.4. Evaluation Process

The information provided in each Application will be evaluated for completeness and consistency with the documentation requirements outlined above. Each Application will also be evaluated based on the following factors:

- Financial condition of the PMP
- Meter system functionality and performance history
- Design and accessibility of data from a Server-to-Server Interface
- Meter system and Server-to-Server Interface design, installation and maintenance cost

Applications may be rejected at the sole discretion of Green Bank.

Section 3 - Application Format

This section outlines the content and format requirements for all Applications. Green Bank will contact the PMP to clarify or obtain any information inadvertently omitted from an Application. All Applications must address the requirements outlined in the following sections of this RFQ.

3.1. Application Delivery

Applications will only be accepted in electronic format, and must be submitted to smallsolar@ctgreenbank.com. Applications must be submitted as complete packages, not piecemeal. Confidential material must be in a separate PDF, labeled “CONFIDENTIAL” in the title of the document, and clearly marked “CONFIDENTIAL” on each page as it prints in accordance with Section 5.2. of this RFQ.

3.2. Application Format

All Applications must conform to the following format guidelines:

- 12-point font, 1.5-line spacing, standard 8.5 X 11” paper
- No handwritten Applications
- PDF format only

3.3. Application Content Requirements

An Application will include a complete set of forms and all additional documentation as required.

3.4. Application Instructions

All Applications must include a complete set of forms and attachments for each PMP. Using the forms will ensure consistency in PMP Application submission, interpretation and evaluation. Information requested on each of the forms must be completed in detail and cannot refer to other sections of the Application, even if the information is redundant.

This RFQ and Application are posted on the Green Bank web page:

www.ctgreenbank.com/RFQ

Section 4 – Data Requirements and Deliverables

4.1. Data Reporting and Security

The PMP is responsible to ensure timely, consistent and accurate reporting of Data. The PMP must follow all applicable state and federal privacy and Data security laws. If the PMP is a System Owner receiving a Performance Based Incentive (PBI) under Green Bank's RSIP, **Green Bank is not responsible for, and will not pay any PBI payments based on missing, estimated, invalid or corrupt Data.**

4.2. Data Validation

Green Bank reserves the right to conduct Data audits. Green Bank will bear the initial cost of any such Data audits and will not pass the initial cost of a Data audit onto the PMP. The PMP will be required to work with Green Bank to resolve any Data discrepancies identified by Green Bank, which may include testing and/or recalibrating the monitoring device(s). If Data discrepancies are discovered, Green Bank is not responsible for the costs associated with investigating and resolving any such discrepancies (i.e. testing, hardware replacement, installation labor).

4.3. Technical and Customer Support

The PMP must provide a technical support number to Green Bank for use during Green Bank's core business hours, 9:00 a.m. to 4:30 p.m. Eastern Standard Time (EST), Monday through Friday, except holidays. Within those core business hours, the PMP must respond to Green Bank requests within two (2) business days with a status report and plan for correcting any issues identified by Green Bank. Green Bank will have the sole discretion to set mutually reasonable deadlines for the resolution of Data transfer problems and/or issues.

4.4. PMP Non-Performance

If the PMP is a System Owner receiving PBI payments under Green Bank's RSIP it will be the PMP's responsibility to ensure timely and accurate posting of validated Data so PBI payments can be made.

The following conditions may result in penalties, suspension of activity, or revocation of any PMP's approval from Green Bank:

- Real-time Data not provided for 10% of accounts over a one-month period
- Estimated Data posted instead of actual Data
- Material product upgrades and/or changes in both hardware and software not reported to Green Bank within thirty (30) days

Upon receipt of a notice from Green Bank with respect to the PMP's failure to provide the information listed above, the PMP must, within three (3) business days:

- Perform a root-cause analysis to identify the cause of such a failure
- Provide Green Bank with a report detailing the cause of, and procedure for correcting such failure

The PMP will be given reasonable opportunity to correct problems identified by Green Bank. Green Bank will work with the PMP to correct any such problems. However, if the PMP fails to resolve any issues which have resulted in delayed in PBI payments to System Owners within sixty (60) days, immediate suspension from Green Bank's approved PMP list will occur. The PMP may reapply to be re-listed after six (6) months of suspension. The PMP will submit a new Application and will include a plan for preventing future Data integrity issues with the new Application.

Section 5 – Terms and Conditions of RFQ Participation

5.1. Green Bank Terms and Conditions

The following additional terms and conditions will be applicable to this RFQ and every Application received. Please be aware all terms and conditions provided on Green Bank's web site are for informational purposes only. Green Bank reserves the right to amend any terms and conditions without notice and at any time prior to the approval of a PMP.

GENERAL TERMS AND CONDITIONS

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

1. Green Bank reserves the right to reject any or all of the proposals received in response to the RFQ, to waive irregularities or to cancel or modify the RFQ in any way, and at any Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.
2. Green Bank further reserves the right to make awards under this RFQ without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. Green Bank reserves the right not to accept the lowest priced proposal.
3. Proposals must be signed by an authorized officer of the Contractor. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Contractor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
4. 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 RFQ.
5. Green Bank's selection of a Contractor through this RFQ is not an offer and Green Bank reserves the right to continue negotiations with the selected Contractor until the parties reach a mutual agreement.

GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. 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, Green Bank MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH Green Bank, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF Green Bank.

5.2. Freedom of Information Act and Confidential Material

Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act. Accordingly, upon receipt at Green Bank's office, the Application and any files or documents associated with the Application, 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), FOIA includes exemptions for, among other things, "trade secrets" and "commercial or financial information given in confidence, not required by statute." Only the particular information falling

within a statutory exemption can be withheld by Green Bank if Green Bank receives a FOIA request that encompasses a particular Application.

All PMPs submitting responses to this RFQ must specifically identify particular sentences, paragraphs, pages, sections or exhibits it claims are confidential and should be exempt, and provide these confidential materials in a separate PDF file clearly labeled "CONFIDENTIAL". All Application materials not clearly marked as confidential will not be treated as confidential and will be made available for public view upon a FOIA request. PMPs may not submit the entire Application marked as confidential.

PMPs must also provide a statement of the basis for each claim of exemption. It will not be sufficient to state generally that the Application is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with C.G.S. § 1-210(b).

In the event of a public records request for an Application, Green Bank may request from the PMP a version of such Application from which all information for which an FOIA exemption has been claimed has been redacted. By submitting an Application, the PMP agrees to provide such a redacted version upon request by Green Bank.

Further, PMPs should be aware:

- (i) Green Bank has no obligation to notify any PMP of any FOIA request received by Green Bank, although it may make an effort to do so;
- (ii) 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) Green Bank may in its discretion notify PMPs of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but 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) the PMP will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and
- (v) in no event shall Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in Green Bank's possession where Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

5.3. No Commitment; Reserved Rights

This RFQ is not an offer. Neither this RFQ nor any subsequent discussion shall give rise to any commitment on the part of Green Bank or confer any rights on any PMP unless and until a PMP has received from Green Bank express notification of approval. Green Bank reserves the right to reject any or all Applications; waive defects or irregularities in any Application; enter into discussions with selected PMPs; discontinue discussions with any PMP at any time and for any reason; change the timing or sequence of activities related to this RFQ; modify, suspend or cancel this RFQ; and condition, modify or otherwise limit approvals pursuant to this program.

5.4. PMP's Costs

The PMP shall bear all costs associated with the preparation of its Application, any related investigative or due diligence activities and any resulting discussions or negotiations.

5.5. PMP Representations

By responding to this RFQ, the PMP shall be deemed to have represented and warranted: (1) that the PMP's Application is not made in connection with any competing PMP submitting a separate Application to this RFQ and is in all respects fair and without collusion or fraud; provided, that this requirement shall not be construed to prohibit any person or entity from being involved in more than one Application; (2) that the PMP did not participate in the RFQ development process; (3) that no Green Bank Board of Directors member, consultant to Green Bank or employee of Green Bank participated directly or indirectly in the PMP's response preparation; (4) that the PMP has not been convicted of bribery or attempting to bribe a public official or employee of the state, has not been disqualified for contract awards by any agency of the state and is not in default under any contract with an agency of the state; (5) that the PMP has not provided any gift or benefit to any state official or employee having direct influence over the evaluation of this Application; (6) that the PMP has disclosed all affiliates, partnerships and relationships; and (7) that the information contained in the Application is true, accurate and complete and includes all information necessary to ensure that the statements therein are not misleading.

5.6. Use of Information and Ownership of Work Product

Except for information falling within a statutory FOIA exemption as described in the section above dealing with the FOIA, Green Bank is not restricted in its right to use or disclose any or all of the information contained in any Application and can do so without compensation to the PMP, notwithstanding any language in this RFQ to the contrary. Except as otherwise expressly provided in an agreement with Green Bank, all work products developed under a contract awarded as a result of this RFQ shall be the sole property of Green Bank.

5.7. State Contracting Requirements

PMP 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 more than \$50,000, additional requirements will apply.

5.8. Enabling Statute

Green Bank IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. 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, Green Bank MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH Green Bank, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF Green Bank.

Exhibit A

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

CONTRACTS VALUED AT LESS THAN \$50,000 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)**

The Connecticut General Statutes referenced above are attached as Attachment A. 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 less than \$50,000 for each year of the contract:

I hereby represent that I am authorized to execute and deliver this representation on behalf of 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: _____

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: _____

ATTACHMENT A

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities. (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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(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.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) (1) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at less than fifty thousand dollars for each year of the contract shall provide the state or such political subdivision of the state with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, provided if there is any change in such representation, the contractor shall provide the updated representation to the state or such political subdivision not later than thirty days after such change.

(2) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at fifty thousand dollars or more for any year of the contract shall provide the state or such political subdivision of the state with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is

submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) Neither the state nor any political subdivision shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the state or a political subdivision of the state, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the state or political subdivision, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the state or political subdivision is current and accurate.

(d) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in section 1-120, (3) any other state, as defined in section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in subparagraph (1), (2), (3), (4) or (5) of this subsection.

(e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(1958 Rev., § 4-114a; 1965, Feb.Sp.Sess., P.A. 366, § 1, eff. June 29, 1965; 1967, P.A. 284; 1973, P.A. 73-279, § 13; 1974, P.A. 74-68; 1976, P.A. 76-8; 1978, P.A. 78-148, § 8; 1982, P.A. 82-358, § 7, eff. July 1, 1982; 1983, P.A. 83-569, § 8, eff. July 1, 1983; 1984, P.A. 84-412, § 3, eff. July 1, 1984; 1984, P.A. 84-418; 1988, P.A. 88-351, § 2, eff. April 1, 1989; 1989, P.A. 89-253, § 2, eff. July 1, 1989; 2007, P.A. 07-142, § 9, eff. June 25, 2007; 2009, P.A. 09-158, § 1, eff. June 30, 2009; 2011, P.A. 11-55, § 3; 2011, P.A. 11-129, § 20; 2011, P.A. 11-229, § 3.)

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation. (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](#).

(b) (1) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at less than fifty thousand dollars for each year of the contract shall provide the state or such political subdivision of the state with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at fifty thousand dollars or more for any year of the contract shall provide the state or such political subdivision of the state with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) Neither the state nor any political subdivision shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the state or a political subdivision of the state, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the state or political subdivision, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the state or political subdivision is current and accurate.

(4) For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor. For the purposes of this section, “contract” does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in [section 1-120](#), (C) any other state, as defined in [section 1-267](#), (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described in subparagraph (A), (B), (C), (D) or (E) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with [section 46a-56](#); provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(1991, P.A. 91-58, § 16; 1991, P.A. 91-407, § 8, eff. July 2, 1991; 2007, P.A. 07-142, § 10, eff. June 25, 2007; 2009, P.A. 09-158, § 2, eff. June 30, 2009; 2011, P.A. 11-229, § 4.)

Sec. 31-57b. Awarding of contracts to occupational safety and health law violators prohibited. No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has 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 bid, 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) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services.

(1989, P.A. 89-367, § 6.)

Sec. 53a-157b. (Formerly Sec. 53a-157). False statement in the second degree: Class A misdemeanor. (a) A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official function.

(b) False statement in the second degree is a class A misdemeanor.

(1958 Rev., § 53a-157; 1969, P.A. 828, § 159, eff. Oct. 1, 1971; 1993, P.A. 93-392, § 6.)