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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-1-001  
VERSION 1  
APRIL 23, 2015

**APPLICATIONS ACCEPTED FROM APRIL 23, 2015 THROUGH MAY 22, 2015**

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

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

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### **Executive Summary**

The Clean Energy Finance and Investment Authority was established by Connecticut's General Assembly on July 1, 2011 as a part of Public Act 11-80. This new quasi-public agency, now known as the Connecticut Green Bank, superseded the former Connecticut Clean Energy Fund. 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](http://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. As of the release date of this RFQ, more than 60 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 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 Platform 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
- 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 meter data to Green Bank's Locus Platform. 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 Platform 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 Locus 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 platform to RSIP Homeowners/System Owners and Contractors, must also provide a platform 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
- 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 Platform
- Meter has a minimum data storage capacity of one month of full granularity energy and capacity data in the event of an outage
- Meter has a minimum energy and capacity data reporting granularity of 15 minutes or better sent at least 4 times per 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 Platform at least five (5) business days prior to implementing such upgrades or changes

- Provide reasonably priced hardware 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/PMPRFQ](http://www.ctgreenbank.com/PMPRFQ)

**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 Platform 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 (Cellular-based) (cellular service contract may be funded by Green Bank)
- Modem Wired (Ethernet-based) (only to be installed on systems where adequate cellular service cannot be established and maintained)

**PMPs cannot offer meter systems to RSIP Homeowners/System Owners through Contractors that have not been approved by Green Bank.**

## Section 2 – Application Process

### 2.1. RFQ Schedule

Applications will be accepted from April 23, 2015 through May 22, 2015. 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 Platform 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 platform, 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/platform 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](mailto: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](http://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](mailto: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/PMPRFQ](http://www.ctgreenbank.com/PMPRFQ)

## 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 RFP, 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 RFP, to waive irregularities or to cancel or modify the RFP 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 RFP 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 RFP.
5. Green Bank's selection of a Contractor through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Contractor until the parties reach a mutual agreement.
6. Contractor will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A. If the Contractor does not agree with any of the specific terms set forth in the PSA, the Contractor must set forth such terms and rationale in your response to this RFP.

**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 \$50,000 OR MORE IN ANY CALENDAR OR FISCAL YEAR BUT LESS  
THAN \$500,000**

**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. 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)**
- IV. 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)**

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 \$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 Green Bank, 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 Green Bank.

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. 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 10, 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."