



## REQUEST FOR QUALIFICATIONS (“RFQ”) FOR CONTRACTOR ACCESS TO THE RESIDENTIAL SOLAR INVESTMENT PROGRAM LOW-TO-MODERATE INCOME INCENTIVE

### I. PURPOSE

The Connecticut Green Bank (“Green Bank”) seeks proposals from Residential Solar Investment Program (RSIP)-qualified contractors<sup>1</sup> (“LMI Incentive Contractors”) interested in accessing the RSIP’s low-to-moderate income incentive on behalf of their eligible customers.

### 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.ctgreenbank.com](http://www.ctgreenbank.com) or review the Green Bank’s [2015-2016 Comprehensive Plan](#) and [Comprehensive Annual Financial Report](#).

### III. RESIDENTIAL PROGRAM BACKGROUND

Residential solar photovoltaic (PV) installation activity in Connecticut is incentivized by the state’s Residential Solar Investment Program (“RSIP”).

#### a. Overview of the RSIP

The RSIP is a solar PV incentive program managed directly by the Green Bank. In this capacity, the Green Bank sets solar PV 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>2</sup>

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<sup>1</sup> <http://www.ctgreenbank.com/ContractorPortal>

<sup>2</sup> [Click on the “Incentives” tab and scroll to the bottom of the page to access program data under the sub-heading “Your Connecticut Neighbors Are Going Solar” and incentive history under the sub-heading “Residential Solar Investment Program Incentive History.”](#)

#### IV. LOW-TO-MODERATE INCOME INCENTIVES

Given the priority of expanding residential solar PV in Connecticut into the low-to-moderate income market segments, and to attempt to ensure that the 300 MW policy target provides an opportunity to reach all household income levels in the state, we have published a LMI schedule of incentives for Step 8; Steps 9-10 are to be determined (see Table 1). Households must be at or below 100% of Area Median Income (AMI) to be eligible for the LMI incentive. For additional background information and analysis of the Connecticut low income residential market, you may review the Green Bank’s Board of Directors Memos “**Market Analysis of Residential Solar Deployment and Housing Characteristics of CT’s Low Income Sector**”<sup>3</sup> and “**Residential Solar Investment Program – Steps 8 through 10 Recommendations**.”<sup>4</sup>

**Table 1. Schedule of Incentives for Steps 8 through 10 for LMI Households**

RSIP Incentive Step	PBI (\$/kWh)	
	≤10 kW	>10 kW, up to 20 kW
Step 8	\$0.110	\$0.055
Step 9	TBD	TBD
Step 10	TBD	TBD

Note: Up to 10 kW (depending on previous 12 month utility electricity consumption) and greater than previous 12 month utility electricity consumption up to 20 kW:

The Step 8 PBI LMI incentive levels are 12% less than Step 5 levels, and are to be determined for Steps 9 and 10. This incentive level is a little more than twice the non-LMI incentive for the PBI at Step 8.

4.5 MW of incentives shall be provided through the LMI “Race to the Rooftop” incentives, as currently approved by the Green Bank’s Board, however the Board has stated their support for the LMI sector and their willingness to expand this carve-out should demand warrant it.

As part of the LMI Incentive Program, the Green Bank will provide qualified LMI Incentive Contractors with program resources including an overview of the LMI incentive program in presentation format, data that identifies area median income (AMI) levels for Connecticut towns and procedures for income verification documentation, PowerClerk application, Green Bank approval, data reporting and audit requirements. See the LMI Incentive section on the RSIP contractor portal<sup>5</sup> for LMI Incentive Program documentation, inclusive of this RFQ.

<sup>3</sup> Dec. 12<sup>th</sup>, 2014 Board memos on Low Income Solar and Housing and Market Analysis available [here](#) under agenda item 7.c.ii.

<sup>4</sup> July 10<sup>th</sup>, 2015 Board memo on Steps 8-10 and LMI incentive available [here](#) under agenda item 6.a.

<sup>5</sup> <http://ctgreenbank.com/ContractorPortal/ResidentialSolarInvestmentProgram/tabid/749/Default.aspx>

## V. SCOPE OF SERVICES

- Through this RFQ, the Green Bank is seeking to qualify a limited number of Residential Solar Investment Program-eligible contractors to be eligible to access the low-to-moderate income incentive as part of their solar project proposal and pricing. Approved contractors must commit to:
  - Marketing and/or outreach plans for this hard to reach market segment;
  - Specific pricing for this target market taking advantage of the LMI incentive; and
  - Adherence to all LMI incentive processes.

## VI. REQUIREMENTS

### 1. PROPOSAL PROCESS

Each prospective low-to-moderate incentive-eligible contractor should carefully examine this RFQ and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFQ process. Potential LMI Incentive Contractors should familiarize themselves with all proposal requirements prior to submitting their proposal. Should a potential LMI Incentive Contractor note any discrepancies, require clarifications, wish to request interpretations, or have any other questions, the potential LMI Incentive Contractor should submit a written request to John D'Agostino, Senior Manager of Residential Programs, via email: [john.dagostino@ctgreenbank.com](mailto:john.dagostino@ctgreenbank.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 LMI Incentive Contractors.

Thereafter, if a potential LMI Incentive Contractor 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@ctgreenbank.com](mailto:john.dagostino@ctgreenbank.com). The subject line should read: "Response to LMI Incentive Contractor RFQ".
- b. Respondents may be required to interview with Green Bank staff if deemed necessary.
- c. The Green Bank will approve LMI Incentive Contractors 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 5 pages.

#### a. PROPOSAL BODY

- i. Briefly discuss your firm's experience in selling residential solar to the low-to-moderate income market, 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 in this target demographic and how you would plan to accelerate

residential solar deployment to this population in the Connecticut market. Provide firm origination targets for your proposal.

- ii. Summarize your proposal.
  - a. What financing product(s) that utilize this LMI incentive are you planning to offer, and what are their key terms?
  - b. Specifically, which market segments are you planning to serve? Please provide a thorough marketing and outreach plan that describes how you plan to address customer acquisition for this segment(s).
  - c. What is your expectation of volume in the 2015-2016 timeframe?
- iii. Provide any models or quantitative analyses necessary to support the narrative articulated in response to subsection (ii). Clearly state all material assumptions.
- iv. Provide a project organization and management description that describes the unique capabilities of your firm and the individuals assigned to managing a LMI Incentive acquisition program in response to this RFQ.
- 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 LMI Incentive Contractor. 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. **REFERENCES:** List two to three partners for reference. 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 LMI Incentive Contractor elects to respond to this RFQ, submission of your proposal constitutes acknowledgement of the acceptance of the following terms, conditions and understandings:

1. LMI Incentive Contractor agrees to abide by all the terms and requirements of the LMI Incentive Program as put forth in this RFQ and any subsequent, updated versions of this RFQ, plus all additional LMI Incentive Program Documentation and Tools provided on the RSIP Contractor Portal.
2. The Green Bank reserves the right to accept or 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 time the Green Bank chooses, in its sole discretion, if the Green Bank determines that it is in the interest of the Green Bank.

3. 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.
4. 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 RFQ.
5. The 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. The Green Bank reserves the right not to accept the lowest priced proposal in its sole and absolute discretion.
6. Proposals must be signed by an authorized officer of the potential LMI Incentive Contractor. Proposals must also provide name, title, physical and e-mail address, and telephone number for individuals with authority to negotiate and contractually bind potential LMI Incentive Contractor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
7. 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 RFQ, and no proposal materials will be returned.
8. The Green Bank's selection of one or more LMI Incentive Contractors through this RFQ and it is not an offer and the Green Bank reserves the right to continue negotiations with the selected LMI Incentive Contractor(s) until the parties reach a mutual agreement.
9. LMI Incentive Contractor 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 LMI Incentive Contractor be a significant contributor to successful achievement of the Green Bank's goals in residential solar (i.e., deploying 300MW of residential solar PV by 2022, 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 Experience** – will the potential LMI Incentive Contractor assist with the development and operationalization of effective residential solar financing programs in Connecticut? Is the potential LMI Incentive Contractor 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 LMI Incentive Contractor demonstrated that it has the experience and expertise to perform the requested tasks?
5. **Program Enhancements** – does the potential LMI Incentive Contractor proposal offer additional elements to enhance the program?

**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/RFQ/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/RFQ/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)