

## Request for Proposals: EnergizeCT Health & Safety Revolving Loan Fund

### I. PURPOSE

The Connecticut Green Bank (“Green Bank”) seeks proposals from qualified Applicants (“Applicant”) for funding for Health & Safety improvements in multifamily affordable housing under the EnergizeCT Health and Safety Revolving Loan Fund.

### II. GREEN BANK BACKGROUND

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). 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”, Green Bank leverages public and private funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about Green Bank, please visit [www.ctgreenbank.com](http://www.ctgreenbank.com).

### III. PROGRAM BACKGROUND

The Green Bank has obtained funding from the State of Connecticut Department of Energy and Environmental Protection (“DEEP”) for the EnergizeCT Health and Safety Revolving Loan Fund (“H&S Revolving Fund”). This Fund provides loans that permit owners of multifamily housing, serving primarily low-income residents, to remediate health and safety issues that must be completed in conjunction with or that will enable follow-on energy upgrades and improvements.

The H&S Revolving Fund was established to complement the Green Bank’s existing portfolio of multifamily loan and technical assistance programs that fund energy-efficiency and renewable energy improvements. It recognizes the fact that numerous properties have serious and costly health and safety issues that require remediation before certain energy improvements can proceed, and that remediation of the health and safety issues cannot be fully funded through these existing programs or conventional financing. These properties will, therefore, significantly benefit from targeted health and safety funding with flexible lending criteria. The program provides loan and grant resources for remediation of the energy related health and safety issues. The program is restricted to properties where at least sixty percent (60%) of the units serve low income residents, whereby low-income households are defined as households with incomes at 80% of Area Median Income (AMI) or less. It provides market rate financing to profitable properties as well as below market financing and grants to financially challenged properties or those with very high health and safety remediation costs. Not-for-profit owners, housing authorities, condos and coops are eligible for special consideration in grant and lending terms.

The H&S Revolving Fund also encourages owners to take a holistic and comprehensive approach to building energy improvements and to take advantage of H&S Revolving Funds to enable this approach.

#### IV. FUNDING AVAILABILITY

\$1.5 million dollars of funding is currently available as “gap funding” loans with the possibility of grant funding in certain exceptional and necessary circumstances. The Green Bank will consider applications for the H&S Revolving Fund that request H&S Revolving funds only, or that combine funding from the H&S Revolving Fund with other Green Bank programs and/or other funding sources.

#### V. LOAN ELIGIBILITY

Properties must be multifamily housing (5 units or more) with at least 60% of the units serving residents with incomes of 80% of area median or below or the properties must meet the relevant low-income definitions applied by the EnergizeCT energy efficiency programs administered by the Connecticut utility companies, DOE, HUD, DOH, CHFA or DEEP, as appropriate to the properties seeking H&S Revolving funds.

Eligible ownership structures include private or non-profit owned properties, housing authorities, condos, or coops. Assisted living and supportive housing communities are eligible.

Eligible costs funded by this program include repairs necessary to address health, safety, and/or code issues requiring resolution or remediation prior to implementing energy improvements at the property. This is subject to certain limitations. See “*Project Cost Limitation*” in *Section VII Loan Terms and Structure* that follows.

Examples include, but are not limited to:

- Measures to contain, address, remove, or remediate mold, sources of mold, asbestos, lead paint, or other hazards.
- Amelioration or replacement of leaking pipes, failed roofs, defective combustion equipment, carbon monoxide sources, radon gas, knob and tube wiring, etc.
- Costs of relevant health and safety audits and assessments, and necessary professional services.

The H&S Revolving Fund is intended to support investments in and implementation of holistic, comprehensive, and deeper energy improvements. Examples of energy improvements to be leveraged include:

- Measures incented by the electric/gas utilities criteria for rebates
- Eligible measures under other Green Bank financing products or other work associated with implementation of the State’s Comprehensive Energy Strategy
- Fuel conversions and associated improvements, provided selected equipment meets efficiency specifications required to qualify for utility incentives and/or US EPA Energy Star energy efficiency criteria
- Energy storage
- Electric vehicle charging stations
- Other energy upgrades with a commercial track record of realized savings, as approved by the Green Bank
- Project commissioning

- Energy performance monitoring and verification
- Energy assessment/ audit costs.

## **VI. GRANT ELIGIBILITY**

Up to 25% of H&S Revolving Loan funding may be provided as grants to eligible applicants that demonstrate the financial need.

On an exception basis, more than 25% of H&S Revolving Loan funding may be granted to eligible applicants that are non-profit corporations, state or federal housing authorities, cooperatives or condominium that demonstrate the financial need.

Applicants are encouraged to request loan terms and any grant amounts that are reasonably necessary to fund the health and safety work. As described below in Section “IX. EVALUATION CRITERIA,” applications that request significant grant amounts or highly concessionary loan terms are less competitive than projects requesting the least concessionary terms.

## VII. LOAN TERMS AND STRUCTURE

Loans will be structured to meet applicant needs subject to the following terms and conditions:

Loan Size:	\$10,000 to \$300,000 (waivers for larger loans are possible).
Loan Term:	Up to 20 years (plus construction period).
Loan Amortization:	Interest-only during construction and fixed for the remaining term of the loan (other amortization structures may be considered at the Green Bank's sole discretion).
Interest Rate:	0 to 6% per annum.
Prepayment:	No penalty.
Security:	Generally, loans less than \$50,000 will be unsecured. Security on loans greater than \$50,000 will be determined in the Green Bank's sole discretion.
Loan Fees:	0.5% of funding amount, may be funded out of loan proceeds.
Audit Requirement:	Multifamily property owners must complete a whole building energy audit satisfactory to the Green Bank. The audit must identify substantive energy improvements, cost of improvements and expected energy savings. The audit should also identify health and safety issues that impede the energy improvements. The audit must be conducted by a licensed architect, licensed professional engineer or energy professional with BPI Energy Auditor or BPI Healthy Home Assessor or equivalent qualification acceptable to the Green Bank in its sole discretion.
Energy Monitoring:	Applicants are required to monitor energy usage during the term of the loan (or two years whichever is greater) and provide the Green Bank online access to the data using WegoWise or another preapproved ENERGY STAR Portfolio Manager-compatible system.
H&S Revolving Fund Funding Limitations:	Health and safety costs funded by the H&S Revolving Fund are intended to enable implementation of energy improvements. They cannot exceed 50% of "Total Project Cost," unless "Substantive Energy Improvements" are planned, as defined below. ("Total Project Cost" is equal to all costs necessary to implement an energy project and generally includes predevelopment costs, financing costs, energy measures, remediation of health & safety obstacles, commissioning and post implementation monitoring and verification.)

In the case of implementation of "Substantive Energy Improvements", Health and Safety Costs funded by the H&S Revolving Fund cannot exceed 75% of Total Project Costs.

"Substantive Energy Improvements" are those that reduce projected energy use intensity "EUI" by >10% from baseline OR for projects

involving only the replacement of heating and/or domestic hot water systems, the new system must meet efficiency specifications required to qualify for utility incentives and be at least 10% more efficient than the system being replaced. To qualify for this enhancement and to assure implementation of the “Substantive Energy Improvements,” documentation of sources of funds satisfactory to the Green Bank is required. Commitment Letters and/or Term Sheets are acceptable.

Project Requirements: **Set-Aside for Small Contractors and Minority Business Enterprises**

The Applicant shall be required to notify any contractor to be awarded a contract for work on the project of the set-aside requirements contained in C.G.S. § 4a-60g. C.G.S. § 4a-60g provides, to the extent any such contractor retains subcontractors, that such contractor shall, on the basis of competitive bidding procedures, (A) award at least twenty-five percent (25%) of the total value of the Green Bank’s financial assistance to subcontractors who are small contractors and (B) award at least twenty-five percent (25%) of such subcontractor set-aside amount to subcontractors who are minority business enterprises. **The foregoing requirements DO NOT apply in cases where (1) the total value of the contract is anticipated to be \$50,000 or less (2) or subcontractors are not utilized.**

“Small contractor” means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. “Small contractor” does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

“Minority business enterprise” means any small contractor (A) fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one percent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

### **Air Quality**

Projects located within 500 yards of highways, diesel rail lines or railway switching lines shall comply with the [Connecticut Green Bank Air Filtration Policy for Multifamily Properties](#). (This policy is designed to respond to and support prevention of very high instances of asthma and other health conditions at these locations in Connecticut).

### **Permits**

No work shall commence until all required local, state and federal permits and approvals have been obtained.

### **QA/QC and Inspections**

The Green Bank expects that all work related to elimination and remediation of health and safety issues shall be performed in accordance with building codes; applicable state, federal and local requirements, and acceptable industry standards. Work performed shall address the root cause of health and safety issues and shall provide durable, long-term solutions. Green Bank reserves the right to ensure proposed work scopes comply with this expectation and to inspect work at any time during or after the construction process.

### **Contract**

All requirements per attached contract information.

## **VIII. PROPOSAL PROCESS**

Each bidder shall carefully examine the RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Bidders should familiarize themselves with all proposal requirements prior to submitting their application. Should the bidder note any discrepancies, require clarifications, or wish to request interpretations of any kind, the bidder shall submit a written request to [RFP-Responses@ctgreenbank.com](mailto:RFP-Responses@ctgreenbank.com) by Friday, June 22 at 12:00 PM. Green Bank shall respond to such written requests in-kind and may, if it so determines, disseminate such written responses to other prospective bidders.

If Applicant is interested in submitting a proposal, the following requirements should be observed:

- a. Proposals must be received no later than 12:00PM July 20, 2018. Proposals received after the aforementioned date and time may not be considered in Green Bank's sole discretion.
- b. Proposals shall be submitted electronically to [RFP-Responses@ctgreenbank.com](mailto:RFP-Responses@ctgreenbank.com). The subject line should be identified as: "Proposal to H&S Revolving Fund".
- c. An Informational/Q&A webinar will be held June 26, 2018, from 12:00 – 1:00 PM.
- d. It is expected that successful Applicants will be informed by 5:00PM July 31, 2018.

### **Key Dates:**

<b>Project Milestone</b>	<b>Estimated Date</b>
RFP Released	June 8, 2018
Clarification Questions Due	June 22, 2018 by 12:00 PM
Webinar Q&A Session	June 26, 2018, from 12:00 – 1:00 PM
RFP Responses Due	July 20, 2018 by 12:00 PM
Notification to Successful Applicants	July 31, 2018 by 5:00 PM

## IX. EVALUATION CRITERIA

### Threshold Criteria

- Complete Application – Green Bank reserves the right to issue notices to applicants for minor deficiencies. However, applicants should not rely on the ability to cure deficiencies.
- Compliance with program guidelines including percentage of low income residents served, remediation of health and safety issues necessary to implement energy improvements, and appropriate percentage of health & safety costs to total project costs.
- Ability to comply with Contracting and Documentation Requirements under CGS Sec. 4a60g “Set-Aside Program for small contractors and minority business enterprises individuals with disabilities and nonprofit corporations”.

### Competitive Criteria

- Contribution to revolving the fund as indicated by:
  - a. Ability to repay the proposed loan as demonstrated by:
    - i. Borrower financial strength
    - ii. Project financials including debt service coverage ratio and energy cost reduction
  - b. Loan terms requested – interest rate and term
  - c. Percentage of grant funds requested

(Note: The Green Bank will look most favorably on terms that are in accordance with market interest rates and that do not include grant requests. However, the Green Bank also understands that market rate terms may not be workable for all projects. We encourage applicants to be thoughtful in requesting terms that will enable health and safety projects to advance, yet require the minimum concessions in interest rates and grant funding.

- Contribution to program goals:
  - a. Projected energy savings and deployment of renewable energy. Holistic, comprehensive projects are strongly encouraged
  - b. Health impact on residents and extent of health and safety hazards to be removed
  - c. Number of moderate, low and very low-income households served
- Timing of, and ability to, implement the proposed upgrades as indicated by:
  - a. Committed funding from other sources, as necessary to advance a project
  - b. Extent of completion of bid documents (as necessary and appropriate for a project)
  - c. Bids in place for work (as necessary and appropriate for a project)
  - d. Owner and consultant experience
  - e. Projected schedule

## X. GENERAL TERMS AND CONDITIONS

If Applicant elects to respond to this RFP, proposal submission assumes the acceptance of the following:

1. Green Bank reserves the right to reject any or all proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any way 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.
3. Proposals must be signed by an authorized officer of the Applicant. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Applicant, 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 an Applicant through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Applicant until the parties reach a mutual agreement.
6. Applicant will execute documents including addenda as set forth in the attached Exhibit A.

**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.**



## XI. PROPOSAL SUBMISSION

The attached fillable form including checklist and listed attachments are required for all applications. Each of the elements within the application and checklist are expected to be addressed. However, additions may be made where necessary for purposes of clarification or amplification.

### Executive Summary

1. Narrative background/resume of Applicant, including history of the project, company and/or principals.

2. Narrative description of proposed project and financing. Include a description of the planned energy improvements and the health and safety improvements needed to implement the energy improvements.

3. Describe the expected energy and cost savings benefits of the energy improvements.

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

# APPLICATION

## Parties

Property Name: (if any) \_\_\_\_\_

Property Address: \_\_\_\_\_

Contact Info

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Owner Name: \_\_\_\_\_

SS or EIN#: \_\_\_\_\_

(if Borrower or continuing ownership)

Contact Info

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Management Agent: \_\_\_\_\_

Contact Info

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Years managing property: \_\_\_\_\_

Borrower Name: (if different from Owner) \_\_\_\_\_

Contact Info

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Relationship to Property or Owner: \_\_\_\_\_

## Property Information

Building Type:

Building Age:

# of Buildings:

# of Floors:

# of Apartments/Units:

Other structures:

Gross SF:  
Unit Mix

Studio:  
1BR:  
2BR:  
3BR:  
Other:

Commercial SF:  
Years in Current Ownership:

Apartments: \_\_\_\_\_  
Condos: \_\_\_\_\_ If yes, please supply organizational documents.

Cooperative: \_\_\_\_\_ If yes, please supply organizational documents.

Building(s) occupied: \_\_\_\_\_  
How Long? \_\_\_\_\_  
How long do you plan to own property? \_\_\_\_\_ (i.e. selling for redevelopment, repair for sale, long term)

Are you considering using solar PV as part of your energy upgrade? \_\_\_\_\_  
What is the age of the roof? \_\_\_\_\_

Has the property had previous energy upgrades? \_\_\_\_\_  
If so, describe work and timeframe:

Are you planning to pursue other major building renovations at this time or in the near future? If so, please describe:

**Project Summary**

Describe funding for both the health and safety work and the energy improvement work requested from the Green Bank?

What is your anticipated construction start date? \_\_\_\_\_  
What is your anticipated completion date for this project? \_\_\_\_\_

List all technical service providers.  
(Include full contact information. Describe scope of work. Include agreements in Attachment 5.)

Other Information for consideration including constraints and plans for the property:

Please complete EnergizeCT Health and Safety Revolving Loan Fund – Application Financial Spreadsheet. (Excel document)

*(page intentionally left blank)*

## Certifications by the Owner/Borrower

I certify the following:

1. That the Owner and its Principals (greater than a 10% Interest) are not debarred from doing business with the Federal Government or the State of Connecticut.
2. That the mortgage payments are current, and that mortgage(s) are not in default or if payments are not current or if any mortgages are in default for any other reasons, a plan is attached to bring them current.
3. That the Owner and the property are in compliance with any relevant regulatory agreements.
4. That the property taxes or PILOT payments are current. If taxes are not current, a plan is attached to bring them current.
5. That appropriate property insurance is in place and that the payments are current.
6. Disclosure of any litigation against the property or the Owner is attached.
7. All information provided to the Green Bank in connection to this RFP is true, accurate and complete.

Signed by:

Title:

Date:

## REQUIRED ATTACHMENT CHECKLIST

Attached (file name) NA - reason **Borrower Information:**

- 2 years of audits or financial statements for the Owner/Borrower.  
(Balance Sheet and Income & Expense)
- 2 years of tax returns for the Owner/Borrower.
- Current year financial statements for the Owner/Borrower.  
(Balance Sheet and Income & Expense)
- Resume or statement of experience for the Owner/Borrower.

### Project Information:

- Contracts, quotes, proposals or other documentation supporting the cost and scope of health and safety as well as energy upgrades. Include preliminary project documents (approvals, architectural plans and specification, cost estimates, etc.)
- Copy of Audit or Green Physical Needs Assessment that includes anticipated payback analysis and enumeration of required health and safety measures, 2 years of audits or financial statements for the property. (Balance Sheet and Income & Expense)
- 2 years of tax returns for the property
- Current year financial statements for the property.  
(Balance Sheet and Income & Expense)
- Detailed Budget Sources and Uses for the entire project (if available).
- Detailed after rehab operating proforma for the property (if available).
- A detailed post construction or rehabilitation operating proforma (if available).

### Contingent or optional attachments:

- Identification of qualified disadvantaged and minority contractors and subcontractors (if available).
- Financing interest or commitments letters.
- Plan for bringing tax payments current.
- Plans for curing mortgage defaults or arrears.
- Litigation disclosure.
- Condominium or Cooperative Organizational Documents (if appropriate).

**Please submit attachment files electronically in a single file organized and numbered as per the attachment list preceding and labeled with the project name.**

**CONTRACT FORMAT**

The contract for this program will include the following elements.



**STATE OF CONNECTICUT  
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE  
AUTHORIZED TO EXECUTE CONTRACT**

*Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.*

**INSTRUCTIONS:**

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

**CERTIFICATION:**

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, 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.

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

\_\_\_\_\_ Contractor  
Name

Connecticut Green Bank  
Awarding State Agency

\_\_\_\_\_ State Agency Official or Employee Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Name

\_\_\_\_\_ Printed  
Title

Subscribed and acknowledged before me this      day of      , 20

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

\_\_\_\_\_  
My Commission Expires





**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION — Affidavit For Contracts Valued at \$50,000  
or More**

**By Entity**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
 Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ and that \_\_\_\_\_  
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Printed Name

**Subscribed and acknowledged before me this      day of      , 20**

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

\_\_\_\_\_  
**My Commission Expires**



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:**  Initial Certification  
 12 Month Anniversary Update (Multi-year contracts only.)  
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

**GIFT CERTIFICATION:**

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify 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, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 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>
La				

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this      day of      , 20

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

\_\_\_\_\_  
My Commission Expires



## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

**INSTRUCTIONS:**

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Name and Title      Name of Firm (if applicable)      \_\_\_\_\_ Consultant's

\_\_\_\_\_  
Start Date                                      End Date                                      Cost                                      \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Bidder or Contractor      **Signature of Principal or Key Personnel**      Date      \_\_\_\_\_ Printed

\_\_\_\_\_  
Printed Name (of above)                                      Awarding State Agency

**Subscribed and acknowledged before me this      day of      , 20**

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

\_\_\_\_\_  
**My Commission Expires**

