



**REQUEST FOR PROPOSALS**  
**MULTIFAMILY HOUSING CLEAN ENERGY FINANCING PROGRAM**

**I. PURPOSE**

The Clean Energy Finance and Investment Authority (CEFIA) seeks proposals from qualified partners to drive investment into energy efficiency and renewable energy upgrades in the state's multifamily housing sector. By combining CEFIA credit enhancement funds, as made available under this RFP, together with available utility, federal, and other incentives, in addition to independently sourced private capital, respondents to this RFP will accelerate the deployment of comprehensive energy efficiency, renewable energy, and health and safety improvements in multifamily properties across Connecticut in order to reduce energy related operating costs over the lifetime of the investment. While CEFIA has a preference under this RFP for proposals that address affordable multifamily rental properties, proposals for market rate projects will also be entertained.

**II. CEFIA BACKGROUND**

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

**III. PROGRAM BACKGROUND**

CEFIA is currently building capacity to finance scaled deployment of energy efficiency and clean energy improvements in the state's multifamily housing sector, including both affordable housing and market rate properties. This is an underdeveloped market that presents significant investment opportunity and financial returns for cost effective energy improvements.

CEFIA estimates that potential utility cost savings for the multifamily housing sector is on the order of \$125 million per year. This number assumes approximately 250,000 units in multifamily buildings (defined as buildings with five or more units) across the state, with the potential to reduce average annual utility costs on the order of about \$500/unit. Much of this housing stock was built prior to 1970, with significant need for energy updates and improvements. Approximately 45% of the units are located in properties with 20 or more units, which are predominantly concentrated in the state's largest cities and metropolitan areas and located near existing or planned natural gas lines. Many are heated by oil furnaces or electric resistance heating systems, offering significant opportunity for fuel conversion to natural gas as well as clean energy measures.

In addition to utility bill savings, other proven benefits resulting from installing energy improvements in multifamily housing stock include lower operating and maintenance costs for building owners, reduced financial risk for lenders, and improved air quality and health for residents.

Connecticut's multifamily housing sector has been difficult to penetrate for a multitude of reasons. These include split incentives related to utility cost savings between tenants and owners, lack of capital to plan and finance upgrades, programmatic and regulatory restrictions on publically funded properties, lack of performance data and case studies to build the business case, and lack of general market knowledge around implementation and benefits. However, with the right marketing, development, and financing approaches, alongside support from CEFIA and other programmatic partners, the multifamily market is ripe for development.

#### **IV. PROGRAM OBJECTIVES**

Through this RFP, CEFIA is making available up to \$4 million in credit enhancements to encourage private sector financing that will drive deployment of energy efficiency and renewable energy improvements in the state's multifamily housing stock.

Credit enhancements offered by CEFIA under this RFP may include, but are not limited to, the following:

- Subordinated debt
- Loan loss reserves
- Support for energy savings guarantees

This RFP is open to a wide variety of potential respondents, who together constitute the multifamily housing ecosystem in Connecticut, including:

- Community Development Financial Institutions (CDFIs)
- Private community banks and credit unions
- Regional and national banks
- Specialty energy finance and investment firms
- Multifamily housing developers, owners, and asset managers (both for-profit and not-for-profit)
- Condominium associations
- Energy and construction contractors
- Community development corporations (CDCs)

CEFIA understands that the multifamily housing sector is a complicated web, and partnerships between various players in response to this RFP are encouraged to allow respondents to offer an integrated, "one-stop shop" solution for multifamily property owners considering undertaking energy improvements. When it comes to the multifamily sector, CEFIA stands by the mantra, "Innovation is simplification."

CEFIA is deploying credit enhancement funds to support financing energy upgrades in this sector chiefly in order to achieve the following objectives:

- Increase the scope and scale of comprehensive, cost effective energy and water saving improvements to Connecticut’s multifamily housing sector so as to reduce utility and other operating costs for residents and owners and address energy related health and safety hazards, thereby reducing costs and improving the overall living environment for residents
- Use limited public funds to leverage the maximum amount of private financing
- When possible, deploy *programmatic* solutions (a “Programmatic Response”) to this sector’s challenges that can be sustainable, replicable, and scalable, while supporting *project-level* solutions (a “Project-Level Response”) where lessons from such one-off investments can inform a broader programmatic approach
- Support financing efforts where projected energy savings are expected to cover financing costs over the lifetime of the investment
- Monitor energy and water performance (as well as health and safety improvements, where applicable) for all projects financed, to enable owners, residents, sponsors, investors, and CEFIA to verify achievement of performance expectations, and establish the knowledge and feedback necessary for continuous improvement across the sector. Note that CEFIA can and will provide technical assistance for monitoring and verification efforts

## V. FUNDING

CEFIA is making available a pool of capital totaling \$4 million to qualified project partners, available on a competitive basis, for credit enhancements used to support the financing of energy upgrades in the state’s multifamily housing stock. **This is not grant funding, nor is it intended to be used directly to make loans to end-customers, except as part of a larger capital stack where CEFIA’s capital, in a subordinated position, attracts senior lender participation.**

CEFIA’s preference is to deploy these funds on a programmatic basis, as in the following examples:

- A lender / investor offering an attractive financing product to multifamily property owners who are considering upgrading their portfolios, or alternatively extending extra credit for energy upgrades in a refinancing scenario
- An asset manager contemplating a suite of energy conservation measures across an entire portfolio, in a fashion that can be replicated across similar suites of buildings
- A contractor or ESCO selling a unified energy improvement / financing offer into the multifamily market on a statewide basis

For these types of Programmatic Responses, CEFIA is looking to deploy funding of at least \$100,000 per program, with an initial maximum of no more than \$1,500,000.

CEFIA recognizes that some multifamily sector stakeholders may have potential programmatic responses that are still at the conceptual level but not yet ready for financing, or where limited financing is likely already available but the broader programmatic structure is not fully fleshed out at this time. **CEFIA encourages these stakeholders to nonetheless respond to this RFP, with a request for CEFIA's support in firming up a programmatic structure.** CEFIA will consider such responses and – to the extent staff capacity is available – work with these respondents to take their proposals from concept to reality.

Additionally, CEFIA understands that some respondents to this RFP are not in a position to make a Programmatic Response, but nevertheless have viable energy upgrade projects that have completed all or a significant portion of project planning and have secured, at least, “in principle” commitments from key stakeholders, but currently lack access to affordable capital. For these Project-Level Responses to this RFP, credit enhancements offered will range in value from a minimum of \$25,000 to an initial maximum of no more than \$250,000 per project.

Regardless of whether a respondent is proposing a programmatic or project-level use of CEFIA credit enhancement funds, certain requirements, as described in Exhibit A, will apply.

#### **1) Program Process**

This RFP is a competitive solicitation and will remain open on a rolling basis for 18 months from the date of issuance or until all funding available is committed, whichever occurs first. CEFIA will evaluate proposals on a first-come, first-serve basis, and will notify respondents within a reasonable timeframe (generally within two weeks of receipt) if their proposal will not be accepted. Proposals not accepted will be eligible for reconsideration once proposal deficiencies have been remedied. **A respondent whose proposal is accepted will be notified via a Letter of Interest (LOI) from CEFIA, which is not a commitment to fund.** Upon receipt of an LOI, the respondent and CEFIA will then negotiate the terms of a mutually acceptable funding agreement based on both the respondent's initial proposal and CEFIA's existing portfolio of investments at that time and overall programmatic goals. New programs, as well as all projects exceeding \$300,000, must also be submitted to CEFIA's Board of Directors or the appropriate committee thereof for final approval.

#### **2) Eligible Respondents**

Respondents must meet the following requirements in order to be considered for qualification:

1. Experienced lender / investor with expertise in the multifamily sector, evidenced by at least \$2 million in capital committed to the sector over the past five years

OR

2. Experienced developer / owner / asset manager / technical assistance provider in the multifamily sector, evidenced by a record of successful development / ownership / management / technical support of at least three separate multifamily properties, or more than 25 total units, over the past five years

OR

3. Experienced energy / construction contractor, evidenced by a record of successfully completed energy upgrade projects in at least three multifamily properties over the last five years

AND

4. Ability to attract and secure private capital (how much and how credible being key criteria) leveraged by CEFIA's credit enhancement funding
5. For lenders / investors, demonstrated ability to deploy proprietary capital with the support of CEFIA credit enhancement funding; for other respondents, demonstrated ability to devote in-kind resources to advancing projects in response to this RFP
6. For programmatic respondents, demonstrated ability to manage a multifamily property pipeline / portfolio of projects
7. For all respondents, demonstrated ability to meet CEFIA's reporting and other requirements under this RFP

### **3) Proposal Submission Requirements**

Respondents should speak to at least the following questions in their proposal, with further color welcome:

1. What is the credit enhancement(s) requested? Why is it needed? Describe the risk factors that the proposed credit enhancement is addressing.
2. How much CEFIA capital is being requested, and on what terms?
3. Who are the key programmatic or project partners, and what role is each partner playing? Provide sufficient documentation to demonstrate each partner's experience and capacity to fulfill that role.
4. For Programmatic Responses:
  - a) What are the proposed terms of the offering to customers, inclusive of fees?
  - b) What are the proposed underwriting criteria?
  - c) What other capital from public or private sources is being brought to the table, and on what terms?
  - d) What is the existing project pipeline, and/or what marketing channels / deployment strategies will be used to develop one?
  - e) Is risk being shared? If so, how?
  - f) How will energy performance be determined?
5. For Project-Level Responses:
  - a) Describe the proposed project and budget.
  - b) Provide key financials for the property (i.e. balance sheet, income statement or P&L, tax returns) for the last two years.
  - c) Provide details on the property's existing capitalization.

- d) Provide evidence of key stakeholder support, as available (i.e. property owner, existing mortgage lender(s), energy contractor(s), etc.).
- e) What are the financing terms for the project?
- f) What other capital is being brought to the table, and on what terms?
- g) If known, describe the amount of estimated annual energy savings (or clean energy generated) associated with the project, in both energy and dollar terms. Explain how this was determined.

#### **4) Evaluation and Selection Criteria**

Responses to this RFP will be evaluated according to the following criteria:

- 1) Demonstrated history of success – does the respondent have the required resources, experience, and skills needed to deliver on the proposal?
- 2) Pipeline – has the respondent identified either concrete projects or a viable pipeline development strategy that will lead to successful deployment?
- 3) Attractiveness of financing – does the proposed financial product or project financing scenario have an attractive cash flow profile in comparison with projected energy savings, with rates and terms such that projected energy savings will help support repayment of financing costs over the lifetime of the investment?
- 4) Leverage – has the respondent identified private capital providers to participate in the proposed financing, and what is the ratio of private capital to CEFIA funds?
- 5) Scalability – does the proposal demonstrate a pathway towards scalability, including the possibility of future iterations requiring less CEFIA capital?
- 6) Population Served – is the proposal targeted to serve currently underserved populations and geographies in CT? Such populations and geographies may include, but are not limited to, the following:
  - a) Affordable properties with at least 60% of households below 80% of state median income
  - b) Rural areas away from core cities
  - c) Condominium associations
  - d) Multifamily properties under 50 units
  - e) Properties heated by fuel oil
  - f) Properties needing remediation of health and safety issues

## **VI. PROPOSAL PROCESS**

Each potential respondent should carefully examine the RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Respondents should familiarize themselves with all proposal requirements prior to submitting their proposal. Should a potential respondent note any discrepancies, require clarifications or wish to request interpretations of any kind, the respondent shall submit a written request to Fiona Stewart, by email: [fiona.stewart@ctcleanenergy.com](mailto:fiona.stewart@ctcleanenergy.com). CEFIA shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other potential respondents.

When submitting a proposal, the following requirements should be observed:

1. Proposals shall be submitted electronically to Fiona Stewart at the following email address: [fiona.stewart@ctcleanenergy.com](mailto:fiona.stewart@ctcleanenergy.com). The subject line should be identified as: "Proposal for Multifamily Housing Clean Energy Financing Program". All proposals will be acknowledged by email within two business days.
2. If notified of a proposal's initial acceptance by CEFIA via an LOI, respondents should then anticipate a negotiation process to determine the exact terms and conditions of CEFIA funding.

## **VII. PROPOSAL FORMAT**

The following format should be followed in order to provide CEFIA 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.

### **1. EXECUTIVE SUMMARY**

- a. Describe whether your proposal is a Programmatic Response or a Project-Level Response, and – if the former – whether you are requesting CEFIA's support in further developing an early-stage programmatic concept.
- b. Provide a general background of the respondent, including history of the organization, number of employees and clients and relevant projects, including a description of the projects and their size.
- c. List three (3) clients for reference who would be knowledgeable about the respondent's ability to deliver similar services as those contemplated by this RFP. Please include the name, telephone number(s), and email addresses of the contact person at each reference.
- d. Describe any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with CEFIA. Provide a description of the circumstances involved in any defaults by the proposer. If you have 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.

- e. Include in the proposal any other information you may deem relevant or helpful in CEFIA's evaluation of Contractor or proposal.

## 2. TECHNICAL REQUIREMENTS

All proposals which comply with submittal requirements will:

- a. Set forth respondent's areas of expertise with respect to the multifamily housing sector.
- b. Describe your overall approach, plans, and qualifications for accomplishing the specific services described above.
- c. Provide the names of the employees in your company who would be assigned to this project. Give a description of each person's experience and qualifications, and indicate probable areas of responsibility.

## VI. **GENERAL TERMS AND CONDITIONS**

If a potential respondent elects to respond to this RFP, submission of your proposal assumes the acceptance of the following understandings:

1. CEFIA 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 time CEFIA chooses, in its sole discretion, if CEFIA determines that it is in the interest of CEFIA.
2. CEFIA 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 funding standpoint. CEFIA reserves the right not to accept the least expensive proposal.
3. Proposals must be signed by an authorized officer of the respondent. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind the respondent, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
4. CEFIA 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. CEFIA's selection of a proposal through this RFP is not an offer, and CEFIA reserves the right to continue negotiations with the selected respondent until the parties reach a mutual agreement.
6. Upon successful negotiation of all relevant terms, selected respondents will execute a Professional Service Agreement (PSA) with CEFIA, as set forth in the attached Exhibit A. **Do not complete this Exhibit as part of your RFP response.** If a respondent does not

agree with any of the specific terms set forth in the PSA, the respondent must set forth such terms and rationale in your response to this RFP.

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

## EXHIBIT A

### REQUIREMENTS OF PROJECTS FINANCED UNDER THIS RFP

Eligible measures funded	<p>Energy conservation or renewable energy generation measures, as well as home health and safety improvements. For examples of eligible measures, please see:</p> <ul style="list-style-type: none"> <li>• CEFIA’s Commercial Property Assessed Clean Energy (C-PACE) <a href="#">Program Guidelines</a> (pp. 90-95)</li> <li>• Table A of the April 2013 <a href="#">Weatherization Plus Health in Connecticut</a> report.</li> <li>• Additional measures associated with fuel conversions to natural gas</li> </ul>
Other eligible measures	Other property improvements (i.e. deferred maintenance) are eligible for support under this program so long as energy measures, as complemented by health and safety upgrades, comprise the majority of any given project’s financing
Eligible scope of work	Priority will be given to projects that deliver a savings to investment ratio (SIR) > 1 over the useful life of the installed measures
Monitoring (required)	CEFIA-approved energy monitoring software (and hardware, if necessary) and an M&V plan must be implemented
Eligible credit enhancements	Subordinated debt, loan loss reserves, support for energy savings guarantees, or other risk reduction enhancements that secure and leverage private funding sources needed to finance the desired improvements
Underwriting	<p><u>Technical</u>: At minimum, a utility company audit must be completed. Higher standards (i.e. ASHRAE Level II) may be required for more complicated, expensive projects.</p> <p><u>Financial</u>: To be proposed by RFP respondents and approved by CEFIA</p>
Property type	Multifamily housing projects (≥ five units)
Target geography	Connecticut statewide
Target population	Preference for projects as articulated in the Evaluation and Selection Criteria section of this RFP

Additionally, all programs and projects supported by this pool of funds must establish project commissioning guidelines and propose quality assurance processes to ensure energy upgrade measures are appropriately installed and operating according to specifications. After commissioning is complete and the measures are fully installed and operational, projects will continue to be responsible for providing ongoing reports to CEFIA regarding project-level repayment of all financing, as well as access to data regarding each property’s energy performance, to be tracked by CEFIA’s independent Data Administrator.

EXHIBIT B

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement (“Agreement”) is made on **INSERT DATE** (“Effective Date”), by and between the CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY (“CEFIA”), a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, CT 06067, and **INSERT NAME** (“Consultant”), having its business address at **INSERT ADDRESS**. CEFIA and Consultant together are the Parties and each individually is a Party to this Agreement.

**WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;** and

**WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;**

**NOW, THEREFORE,** CEFIA and Consultant, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide CEFIA with professional consulting services (“Work”) as detailed in Consultant’s proposal in Attachment A, which is incorporated into this Agreement. **In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.**

**[INSTEAD OF AN ATTACHMENT, YOU MAY DROP-IN THE SCOPE OF SERVICES.]**

2. **Period of Performance.** CEFIA agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date (“Period of Performance”), unless earlier terminated in accordance with Section 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by CEFIA and Consultant.

3. **Payment.** CEFIA agrees to pay Consultant for the Work performed within the Scope of Services of this Agreement, but in an amount not-to-exceed **INSERT AMOUNT** inclusive of hourly fees and any other expenses. The person(s), and their title and their hourly rate, performing the Work under this Agreement are as follows:

**INSERT NAME(S) AND TITLE(S)**

**INSERT HOURLY RATE**

**THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY CEFIA AND CONSULTANT PRIOR TO ANY WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.**

4. **Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees and expenses. All invoices shall be subject to CEFIA's approval for conformity with the terms and conditions of this Agreement. For approved invoices, CEFIA will pay Consultant within thirty (30) days of receipt by CEFIA of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to CEFIA in connection with Work performed under this Agreement. Invoices shall be submitted to:

Clean Energy Finance and Investment Authority  
845 Brook Street  
Rocky Hill, CT 06067  
Attn: Accounts Payable Department

**UNDER NO CIRCUMSTANCES WILL CEFIA ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.**

5. **Subcontracting or Assignment.** Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from CEFIA.

6. **Independent Contractor.** Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of CEFIA except within the Scope of Work of this Agreement or any other active agreements between CEFIA and Consultant.

7. **Disclosure of Information.** Consultant agrees to disclose to CEFIA any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to CEFIA without the prior written permission of CEFIA, unless such information is otherwise available in the public domain.

8. **Termination.** (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, CEFIA shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by CEFIA, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to CEFIA or its designees. Such transition assistance will be deemed by

the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. CEFIA will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If CEFIA terminates this Agreement for cause, then CEFIA will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages CEFIA may have otherwise accrued as a result of said termination.

**9. Indemnification and Limitation of Liability.** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless CEFIA, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

**10. Quality of Service.** Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.

**11. Severability.** In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

**12. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

**13. Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue CEFIA in court other than the above courts with respect to any dispute related to this Agreement.

**14. State Contracting Obligations.** Consultant understands and agrees that CEFIA will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 14. For purposes of this Section 14, Contractor and Consultant shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising

the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.”

Nondiscrimination Certification. Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided CEFIA with documentation

evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11, attached.

Occupational Safety and Health Act Compliance. Consultant certifies it (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 Agreement, 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 Agreement.

Consulting Agreements. Consultant hereby swears and attests as true to the best knowledge and belief that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with this Agreement.

**15. Limitation on Recourse.** All liabilities and obligations of CEFIA under this Agreement are subject and limited to the funding available under Connecticut law.

**16. Available Funding.** CEFIA shall not be obligated to provide payment or any portion of the payment under this Agreement if there are insufficient funds for such purpose because of any legislative or regulatory action expressly curtailing, reducing, or eliminating CEFIA funding.

**17. Freedom of Information Act.** CEFIA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by CEFIA pursuant to an FOIA request, Consultant should specifically and in

writing identify to CEFIA the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information 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 General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) CEFIA has no obligation to notify Consultant of any FOIA request it receives, (2) CEFIA may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) CEFIA may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CEFIA 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, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall CEFIA or any of its officers, directors, or employees have any liability for the disclosure of documents or information in CEFIA's possession where CEFIA, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**

By: \_\_\_\_\_  
Bryan T. Garcia, President and CEO

**CONSULTANT**

By: \_\_\_\_\_  
INSERT NAME  
INSERT TITLE

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SEEC FORM 11

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**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.

DRAFT

PSA # [ ]; [INSERT NAME]

**NONDISCRIMINATION CERTIFICATION**

*[to be determined]*

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