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Request for Proposals for Performance Data Provider

To participate in the

Residential and Commercial Solar Programs

Program Opportunity # CGB-PDP-16-001
Version 1
June 20, 2016

APPLICATIONS ACCEPTED FROM JUNE 20, 2016 THROUGH JULY 8, 2016

Connecticut Green Bank (Green Bank)
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This document is available on the following Green Bank Web page:

<http://www.ctgreenbank.com/about-us/open-rfps>

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Executive Summary

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

The Connecticut Green Bank has been charged by the Connecticut State Legislature under Public Act 11-80, Section 106, to promote the installation of no less than thirty (30) megawatts (MW) of residential solar photovoltaic (PV) systems by 2022. The legislature increased this target to three hundred (300) MW on July 1, 2015 under Section 1 of Public Act 15-194. As of the release date of this RFP, more than 125 MW of systems have been approved through the Residential Solar Investment Program (RSIP). The Green Bank also provides financing for Residential and commercial solar project through our Smart-E and Commercial Solar Lease facilities. The Green Bank's Performance Data Provider (PDP) Request for Proposals (RFP) is the only vehicle through which the Green Bank will identify a PDP to provide solar PV monitoring services. The Green Bank will screen and evaluate all of the RFP Response Forms (RFP Responses) and will select the PDP Applicant that best meets the requirement of this RFP.

Section 1 – Introduction

1.1. Objectives of this RFP

All Eversource Energy (Eversource) and United Illuminating Company (UI) ratepayers (Home and Commercial Owners) participating in the RSIP or CT Solar Lease Commercial programs are required to install revenue-grade monitoring devices on their solar PV systems to determine gross energy production. For third party owned systems, production data (Data) from the monitoring systems will be used to calculate a Performance-Based Incentive (PBI) payment and to create renewable energy certificates (RECs). This Data will be read and communicated to the Green Bank by the PDP via a web-based platform.

The PDP's primary responsibilities are as follows:

- Create a web-based platform for the Green Bank to access and disseminate Data
- Post real-time Data on the Green Bank's web-based platform on a consistent and reliable basis, per Green Bank requirements
- Make all historical Data available on the Green Bank's web-based platform
- Allow for integration of external data pertaining to system identification or system characteristics
- Read and retrieve monitoring system Data
- Manage Data reading or retrieval schedule
- Platform Data analytics and analytical tools (i.e. irradiance, field grouping, dashboards)
- Provide a means for erroneous data/data outliers to be identified and corrected
- Platform to contain a report generator that accesses monitoring data downloadable to an EXCEL spreadsheet.
- Store Data in accordance with State of Connecticut records retention laws
- Provide disaster recovery and Data backup services to the Green Bank
- Provide technical assistance to the Green Bank
- Troubleshoot and resolve communications issues
- Provide customer support on the monitoring platform
- Communicate product upgrades and/or changes to the Green Bank
- Provide alerts to the Green Bank and system owner through the web-based platform to indicate a non-functioning or poorly functioning system
- Comply with all State and Federal laws

Under this RFP, the Green Bank intends to select only one PDP that uses commercially available monitoring technologies, and has been actively participating in a residential PV market. If a PDP Applicant does not meet the minimum criteria or does not include all required documentation listed in Section 2 of this RFP, additional information will be requested by the Green Bank. **The RFP response will not be reviewed by the Green Bank staff until all required documents have been submitted to the Green Bank's satisfaction.**

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

<http://www.ctgreenbank.com/about-us/open-rfps>

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

1.2. Eligible Applicants

Applicants must be established companies and must demonstrate to the Green Bank's satisfaction that the Data monitoring product is currently available for purchase, has proven to be a reliable residential PV monitoring platform and that the PDP Applicant can provide the services outlined in this RFP. All Applicants must provide Data to the Green Bank through a web-based platform that collects monitoring Data from current and future Green Bank approved monitoring systems. The Green Bank's current list of approved monitoring systems (revenue-grade meters) are listed below:

- Locus Energy LGate 120
- Enphase Envoy S Revenue-grade Meter
- Solar-Log 350, 360 and 370

Section 2 – Application Process

2.1. RFP Schedule

RFP Responses will be accepted will be accepted through July 8, 2016.

The PDP will be reviewed annually to ensure continued compliance with this RFP's standards and procedures and is expected to provide updated documentation as requested by the Green Bank.

2.2. Required Documentation

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

1. **Complete set of RFP Response Forms** – Please see Section 3, RFP Response Format, for detailed information.
2. **Financial Information** - Provide verifiable evidence of financial solvency and health. Include two (2) years of **audited** financial statements.
3. **Web-based Platform Information** –
 - Sample view of the web page(s) visible to the Homeowner
 - Same view of the web page(s) visible to the contractor
 - Sample view of the web pages(s) visible to the Green Bank
 - Detailed explanation of the information and reports that can be created using the web-based platform, including, but not limited to:
 - System production and other performance data
 - Irradiance and other reference data
 - Geographic location of system, including town and county
 - Name of installing contractor and if applicable, system owner
 - Designation of system ownership, third-party versus purchase
 - System size, etc.
4. **Web-based Platform Costs** –
 - Itemized license, subscription, unit and platform set-up costs to the Green Bank for the web-based platform with contractor (installer) and Homeowner access
 - Cost to migrate current Green Bank fleet (nearly 19,000 systems) including historic monitoring data on to platform
 - Volume discounts offered, if available
5. **General Liability Insurance Information** - All Applicants must carry at least \$1 million in general liability insurance in order to participate in the RSIP.

2.3. RFP Response Process

The RFP Response process is as follows:

- A complete RFP response will be submitted by the PDP to the Green Bank at smallsolar@ctgreenbank.com
- The Green Bank will review the RFP Response and request missing documentation if applicable.
- When all required documents are submitted, the Green Bank will send a letter notifying the PDP of its approval through e-mail.

2.4. Evaluation Process

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

- Financial condition of the PDP
- Product's specifications
 - Ease of use
 - Ease of implementation
 - Level of customer support provided to the Green Bank
- Web-based platform design and accessibility
- Subscription and product cost comparison to other respondents

RFP Responses can be rejected at the sole discretion of the Green Bank . Where appropriate, Applicants not selected under this RFP will be encouraged to resubmit a revised RFP response.

Section 3 - RFP Response Format

This section outlines the content and format requirements for all RFP Responses. The Green Bank will contact the PDP to clarify or obtain any information inadvertently omitted from a RFP Response. All RFP Responses must address the requirements outlined in the following sections of this RFP.

3.1. Application Delivery

RFP Responses will only be accepted in electronic format, and must be submitted to smallsolar@ctcleanenergy.com. RFP Responses must be submitted as complete packages, not piecemeal. Confidential material must be in a separate PDF, labeled “CONFIDENTIAL” in the title of the document, and clearly marked “CONFIDENTIAL” on each page as it prints in accordance with Section 5 of this RFP.

3.2. Application Format

All Applications must conform to the following format guidelines:

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

3.3. Application Content Requirements

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

3.4. Application Instructions

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

This RFP and all required forms are posted on the following Green Bank Web page:

<http://www.ctgreenbank.com/about-us/open-rfps>

3.5. RFP Response Form Details

Details regarding the RFP Response Form are provided below:

3.5.1. Form A – RFP Response Certification

This section requests general information about the Applicant, including contact information. A duly authorized officer of the PDP must complete and sign the RFP Response Certification. This will certify the information in the RFP Response is accurate and the Applicant agrees to be bound by the terms and conditions contained in this RFP.

3.5.2. Form B – Applicant Information

- Description of the Applicant's history including:
 - Current services offered
 - Number of employees
 - Location of headquarters and field offices
- Description of the Applicant's marketing strategy
- Number and size of monitored PV installations, noting grid and off-grid installations and geographical service region
- Information regarding key team members responsible for the development, coordination and/or maintenance of the proposed web-based platform

3.5.3. Form C – Product-Specific Data

This section requests information about the product being offered by the Applicant, all costs of the product, product specifications information and support for the product.

Web-based Platform Information

- Sample view of the web page(s) visible to Green Bank
- Sample view of the web page(s) visible to the Homeowner/System Owner
- Same view of the web page(s) visible to the contractor
- Detailed explanation of the information and reports that can be created using the web-based platform, including, but not limited to:
 - System production and other performance data
 - Irradiance and other reference data
 - Geographic location of PV system(s), including town and county
 - Name of installing contractor
 - Designation of PV system ownership, third-party versus purchase
 - PV system size, etc.

Product Information

- Subscription cost to Green Bank for web-based platform (itemized)
- Subscription cost to Green Bank per Homeowner for web-based platform access
- Subscription cost to Green Bank per contractor for web-based platform
- Copy of marketing materials, if available
- Description of customer support available to Green Bank
- Description of the customer dispute resolution process between Green Bank and the PDP
- Description of Data recovery process

Section 4 – Data Requirements and Deliverables

4.1. Data Format

All web-based platforms must include a dashboard display that shows real-time production activity. The dashboard must also include a chart illustrating Data broken down by day, month and year, as applicable. Each web-based platform must demonstrate the ability to integrate data from Green Bank approved monitoring system on Applicant's web-based platform.

The selected PDP's web-based platforms must include the ability to download the following Data into an Excel-based report:

- A minimum of fifteen (15) minute interval Data
- Kilowatt (kW) demand Data
- Daily kWh Data
- Monthly and yearly cumulative kWh Data
- Gross building demand kW
- Gross building usage kWh
- Net building demand kW
- Net building usage kWh
- Geographic location of system, including town and county
- Name of installing contractor
- Designation of system ownership, third-party versus purchase
- System size
- Estimated production data such as integrated from an external source (for comparison with actual production data)
- Weather Data
 - Ambient temperature
 - Module temperature
 - Irradiance (kW/m²)
- Other data that can be collected from approved monitoring system such as kVAR, voltage, etc.

4.2. Data Reporting and Security

The PDP is responsible to ensure timely, consistent and accurate reporting of Data. Data must be located in a secure facility, on a secure server and have firewall or equivalent protection. The Data must be transferred to the appropriate Green Bank web-based platform in real-time. The PDP must follow all applicable state and federal privacy and Data security laws.

4.3. Data Validation

The Green Bank reserves the right to conduct Data audits. The PDP will work with the Green Bank to resolve any discrepancies identified by the Green Bank , which may

include testing and/or recalibrating the monitoring device(s). The Green Bank is not responsible for the costs associated with investigating and resolving any such discrepancies (i.e. testing, hardware replacement, installation labor).

4.4. Data Retention

Interval Data and cumulative monthly and yearly Data must be retained in accordance with appropriate Federal and State laws. Historical Data must remain available indefinitely on the appropriate Green Bank web-based platform. The PDP is also responsible for providing backup and disaster recovery services for 100% of the Data.

4.5. Technical and Customer Support

The PDP must provide a technical support number to the Green Bank for use during normal business hours, 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST), Monday through Friday, except holidays. Within those normal business hours, the PDP must respond to the Green Bank requests within two (2) business days with a status report and plan for correcting the issues. The PDP must also provide a customer support number to respond to Homeowner inquiries. The Green Bank will have the discretion to set mutually reasonable deadlines for the resolution of Data transfer problems and/or issues.

4.6. PDP Performance Exemptions

The PDP is responsible for consistently posting real-time Data on the Green Bank's web-based platform. At its sole discretion, the Green Bank may grant reasonable allowances for occasional issues or technical problems, as well as for large catastrophic events such as natural disasters.

4.7. PDP Non-Performance

It is the PDP's responsibility to ensure timely and accurate posting of validated Data so customer PBI payments can be made and production data can be provided to the NEPOOL GIS system to create Renewable Energy Certificates (RECs).

The following conditions may result in penalties, suspension of activity, or revocation of PDP approval from the Green Bank:

- Real-time Data not provided for 10% or more of active metered accounts over a one-month period
- Estimated Data posted instead of actual Data
- Product upgrades and/or changes not reported to the Green Bank within thirty (30) days
- Homeowner contract changes not reported to the Green Bank within thirty (30) days

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

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

The PDP will be given reasonable opportunity to correct problems identified by the Green Bank. The Green Bank will work with the PDP to correct any such problems. The PDP will complete a new set of RFP Response Forms and will also include a plan for preventing future Data integrity issues.

Section 5 – Terms and Conditions of RFP Participation

5.1. Green Bank Terms and Conditions

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

5.2. No Commitment; Reserved Rights

This RFP is not an offer. Neither this RFP nor any subsequent discussion shall give rise to any commitment on the part of the Green Bank or confer any rights on any PDP unless and until a PDP has been approved by the Green Bank. The Green Bank reserves the right to reject any or all RFP Responses; waive defects or irregularities in any RFP Response; enter into discussions with selected Applicants; discontinue discussions with any PDP at any time and for any reason; change the timing or sequence of activities related to this RFP; modify, suspend or cancel this RFP; and condition, modify or otherwise limit approvals pursuant to this program.

5.3. Applicant's Costs

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

5.4. Applicant Representations

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

accurate and complete and includes all information necessary to ensure that the statements therein are not misleading.

5.5. Freedom of Information Act and Confidential Material

The Connecticut Green Bank (Green Bank) is a “public agency” for purposes of the Connecticut Freedom of Information Act (FOIA). Accordingly, upon receipt at the Green Bank’s office, the RFP Response and any files or documents associated with the RFP Response, including e-mails or other electronic files, will be considered a public record and will be subject to disclosure under FOIA. Under C.G.S. §1-210(b), FOIA includes exemptions for, among other things, “trade secrets” and “commercial or financial information given in confidence, not required by statute.” In addition, under C.G.S. § 32-40(c), all financial and credit information and all trade secrets contained in an RFP Response or obtained by the Green Bank concerning any project, activity, technology, product or invention is exempt from disclosure under FOIA. Only the particular information falling within a statutory exemption can be withheld by the Green Bank if the Green Bank receives a FOIA request that encompasses a particular RFP Response.

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

Applicants must also provide a statement of the basis for each claim of exemption. It will not be sufficient to state generally that the RFP Response is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with C.G.S. § 1-210(b) or C.G.S. § 32-40(c) must be provided.

Further, Applicants should be aware:

- (i) The Green Bank has no obligation to notify any PDP of any FOIA request received by the Green Bank, although it may make an effort to do so;
- (ii) The Green Bank may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;
- (iii) The Green Bank may in its discretion notify applicants of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but the Green Bank has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;

(iv) the PDP will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and

(v) in no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

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

5.6. Professional Service Agreement

The selected PDP will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A. If the PDP does not agree with any of the specific terms set forth in the PSA, the PDP must set forth such terms and rationale in your response to this RFP.

STANDARD PROFESSIONAL SERVICES AGREEMENT - SAMPLE

This Standard Professional Services Agreement (“Agreement”) is made on INSERT DATE (“Effective Date”), by and between the CONNECTICUT GREEN BANK (“Green Bank”), 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]. Green Bank 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, Green Bank and Consultant, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide Green Bank 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.** Green Bank 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 Green Bank and Consultant.

3. **Payment.** Green Bank 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
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THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY GREEN BANK 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 Green Bank’s approval for conformity with the terms and conditions of this Agreement. For approved invoices, Green Bank will pay Consultant within thirty (30) days of receipt by Green Bank of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to Green Bank in connection with Work performed under this Agreement. Invoices shall be submitted to:

Connecticut Green Bank
 845 Brook Street
 Rocky Hill, CT 06067
 Attn: Accounts Payable Department

UNDER NO CIRCUMSTANCES WILL GREEN BANK 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 Green Bank.

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 Green Bank except within the Scope of Work of this Agreement or any other active agreements between Green Bank and Consultant.

7. **Disclosure of Information.** Consultant agrees to disclose to Green Bank 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 Green Bank without the prior written permission of Green Bank, 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, Green Bank 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 Green Bank, 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 Green Bank 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. Green Bank 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 Green Bank terminates this Agreement for cause, then Green Bank 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 Green Bank 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 Green Bank, 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 Green Bank 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 Green Bank 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 Green Bank 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 <http://www.ct.gov/dpw/lib/dpw/Form11SEEC.pdf>.

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. Contractor agrees to amend this representation if and when any consulting agreement is entered into during the term of this Agreement. See Affidavit Regarding Consulting Agreements, attached.

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

16. **Available Funding.** Green Bank 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 Green Bank funding.

17. **Freedom of Information Act.** Green Bank 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 Green Bank pursuant to an FOIA request, Consultant should specifically and in writing identify to Green Bank 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) Green Bank has no obligation to notify Consultant of any FOIA request it receives, (2) Green Bank 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) Green Bank 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 Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (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 Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank’s possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

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

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President and CEO

CONSULTANT

By: _____
[INSERT NAME], [INSERT TITLE]



**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

Printed Name

Title

Sworn and subscribed before me on 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>

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

