

## REQUEST FOR PROPOSALS FOR SOLAR OPERATIONS & MAINTENANCE PROVIDER FOR CT SOLAR LEASE COMMERCIAL PORTFOLIO

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*Proposals Due: July 14, 2017, 5:00 PM EST*

### **I. PURPOSE**

The Connecticut Green Bank (“Green Bank”) seeks proposals from qualified contractors or entities (“Contractor”) to serve as an operations and maintenance provider for the Green Bank’s portfolio of commercial-scale solar assets.

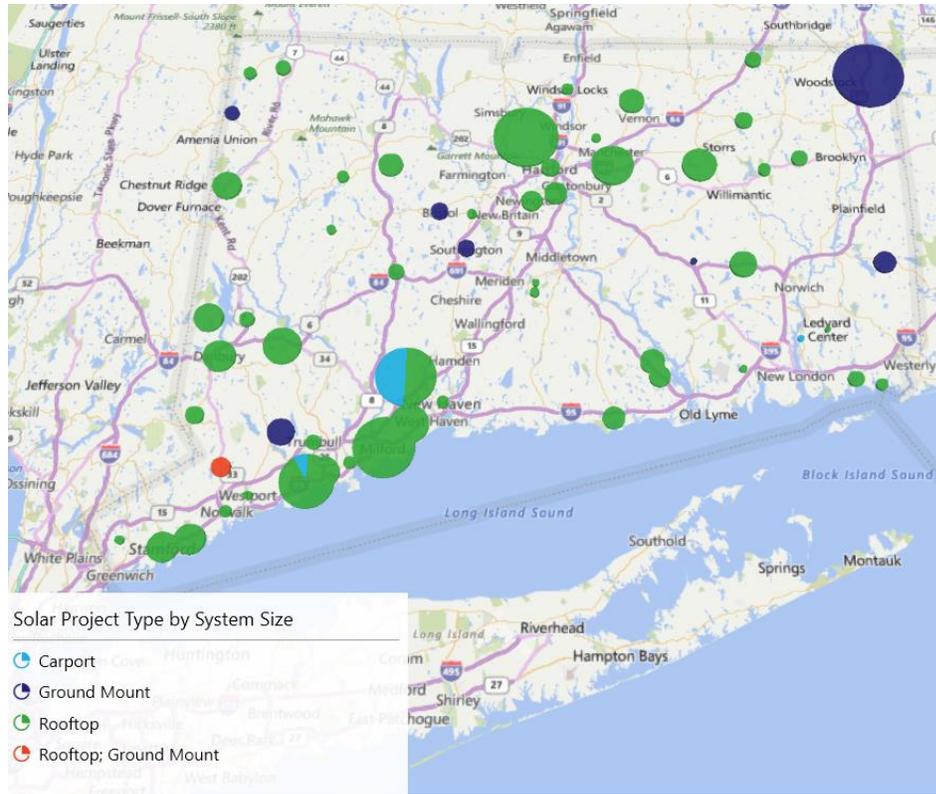
### **II. GREEN BANK BACKGROUND**

The Green Bank was established by Connecticut’s General Assembly on July 1, 2011 as a quasi-public agency that superseded the former Connecticut Clean Energy Fund. The Green Bank’s vision is to lead the green bank movement by accelerating private investment in clean energy deployment for Connecticut in order to achieve economic prosperity, create jobs, promote energy security, and address climate change. The Green Bank’s mission is to support the Governor’s and Legislature’s energy strategy to achieve cleaner, cheaper and more reliable sources of energy while creating jobs and supporting local economic development. As the nation’s first “green bank”, the Green Bank leverages public and private funds to drive investment and accelerate clean energy deployment in Connecticut.

### **III. PROGRAM BACKGROUND**

Since 2014, the Green Bank has offered leases and power purchase agreements (“PPAs”) to municipalities, commercial properties, and nonprofits, utilizing C-PACE (Commercial Property Assessed Clean Energy) as a credit enhancement tool to allow unrated credits, including commercial, industrial and non-profit property owners, to access financing alongside state agencies, housing authorities, municipalities, schools, and rated corporate credits.

The existing portfolio consists of 116 projects ranging in size from 8 kW to 1.3 MW.



Portfolio Breakdown by Size		
<i>Size Range (DC)</i>	<i>% of Portfolio*</i>	<i>MW</i>
< 80 kW	54.3%	2.1
80 - 150 kW	25.0%	3.2
150 - 300 kW	13.8%	3.6
300 - 1200 kW	6.0%	5.1
> 1.2 MW	0.9%	1.4
	100.0%	15.4
	<b>(Total)</b>	<b>(Total)</b>

*\*% of portfolio by # of projects*

Portfolio Breakdown by Installation		
<i>Installation</i>	<i>% of Portfolio*</i>	<i>MW</i>
Rooftop	86.2%	10.1
Ground Mount	9.5%	3.4
Carport	4.3%	1.9
	100.0%	15.4
	<b>(Total)</b>	<b>(Total)</b>

*\*% of portfolio by # of projects*

The Green Bank will continue to add an additional 10 MW of commercial-scale solar projects ranging in size from 30kW up to ~1 MW to its portfolio through the end of 2018, and likely beyond.

#### **IV. SCOPE OF SERVICES**

Operations and maintenance services shall include but may not be limited to the following:

- Online monitoring
- Performance monitoring, notification, and troubleshooting – must have personnel available to notify Connecticut Green Bank of an outage or decrease in system production
- Corrective maintenance (including any necessary repairs or replacement) to mitigate any risk to the system or minimize down time
- Corrective maintenance of power conversion devices. If appropriate, verify that all of the micro-inverters and optimizers are functioning
- Verification of safety devices. If appropriate, verify operation of rapid shut down services
- System performance reports that compare actual production to predicted production
- Annual preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, array cleanings, and off-site vegetation management (tree shading)
- Weed abatement for ground mount projects
- Communication protocols for scheduling new projects and addressing customer service issues

#### **V. SUBMISSION CRITERIA & OTHER REQUIREMENTS**

Respondent will be assessed based on their ability to meet the following requirements. Evidence or description of how respondent will meet these requirements should be clearly addressed within the response to this RFP.

- a. Ability to perform the above scope of work

- b. Ability to respond to system outages for emergency maintenance within 24 hours of system outage
- c. Provision of workmanship warranty
- d. Maintenance of spare parts inventory for major equipment (modules, inverters, sensors)
- e. Reporting: Provision of maintenance reports after each visit as well as an annual maintenance summary report
- f. Compliance with State contracting requirements
- g. Either a response-time guarantee or performance guarantee
- h. Ability to optimize services to both small and large-scale commercial solar installations based on an 80 kW (or similar) threshold. Variance between small and large-scale services should include but not be limited to performance monitoring, preventative maintenance frequency and truck roll policy.

### **Work Experience & Capabilities**

Respondent should also include information on the following, demonstrating applicable work experience:

- Number and size of projects for which respondent provides O&M services in the US and in Connecticut
- Length of time respondent has been providing O&M services
- Location of office that would be monitoring Connecticut projects
- Locations of trucks available for dispatch
- Names of any sub-contractors with whom respondent will contract in order to cover Connecticut-based projects
- At least 3 references for both respondent and any sub-contractors

### **Insurance Requirements**

Respondent will maintain all required licenses, registrations or other governmental authorizations including, as required by applicable insurance and service contract laws, the securing and maintaining of insurance, covering its obligations under the service contracts sold hereunder. Costs associated with licensing of respondent and insurance shall be borne by respondent. Respondent shall also continuously maintain the following levels of insurance:

- (a) At all times when respondent is obligated to furnish services, respondent shall maintain in full force and effect, at respondent's expense, insurance coverage to include:
  - (i) Workers' compensation coverage, as required by law;
  - (ii) Employer's liability coverage, with limits of at least \$1,000,000 per accident / employee or the relevant statutory limit, whichever is greater;

- (iii) Professional liability (errors and omissions) insurance of \$1,000,000 per claim;
  - (iv) General liability with limits of at least \$1,000,000 per accident / \$2,000,000 aggregate. The general liability insurance shall list various parties as an additional insured as required by the Green Bank, and shall include contractual liability. Coverage provided via additional insured status to required parties must be primary and non-contributory of any other insurance maintained by such parties;
  - (v) A waiver of subrogation must be provided in favor of required parties; and
  - (vi) Automobile coverage (owned, non-owned, and hired), with a combined single limit of \$1,000,000.
- (b) Before furnishing services with respect to a specific eligible commercial project, respondent shall furnish certificates of insurance to the Green Bank evidencing the insurance specified in this Section 2. Such certificates must:
- (vii) Be signed by an authorized representative of the insurance carrier;
  - (viii) State that no cancellation of insurance will be effected without 30 days advance written notice;
  - (ix) Be sent to the Green Bank; and
  - (x) Include any entities as an additional insured as required by the Green Bank.
- (c) Respondent shall notify the Green Bank within thirty (30) days after receiving notice of any material change in respondent's insurance coverage.
- (d) The respondent's insurance carriers must maintain a minimum insurer rating of A- VII or better by AM Best.

Respondent will carry this insurance for its own personnel. Respondent will also require respondent's subcontractors who may be utilized under any subsequent agreement to carry their own insurance for their own personnel and to name CT Solar Lease 3, LLC as an additional insured.

### **Assessment**

Respondent will be assessed based on their ability to meet the above submission criteria, work experience, and insurance requirements. When responding, please be sure to detail those aspects of the requested scope of services which are part of any standard scope of services versus any that should be considered add-on services. Any difference in pricing between standard scope of services and add-on should be clearly indicated.

## **VI. RFP MILESTONES AND TIMING**

### **Submission Process**

Each respondent shall carefully examine this 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 the respondent require clarifications or wish to request interpretations of any kind, the respondent shall submit a written request electronically to [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com) by June 23, 2017. The Green Bank shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective respondents.

The following requirements must be observed for all proposals:

- a. Proposals must be received no later than **5:00pm Eastern Time on July 7, 2017**. Proposals received after the aforementioned date and time will not be considered.
- b. Proposals must be submitted electronically at the following email address: [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com). The subject line should be identified as: "CT Solar Lease Commercial O&M RFP Response".
- c. The Green Bank reserves the right to request an interview, supplemental information, and/or clarification from respondents as deemed necessary.
- d. Key Dates:

<b>Project Milestone</b>	<b>Estimated Date</b>
RFP Released	June 16, 2017
Clarification Questions Due	June 23, 2017
Webinar Q&A Session	June 28, 2017; 2:00 PM EST
RFP Responses Due	July 14, 2017; 5:00 PM EST
Contractor Award Notification	August 4, 2017

## VII. GENERAL TERMS AND CONDITIONS

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

1. The Green Bank reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any time the Green Bank chooses, in its sole discretion, if the Green Bank determines that it is in the interest of the Green Bank.

2. The Green Bank further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. The Green Bank reserves the right not to accept the lowest priced proposal.

3. Proposals must be signed by an authorized officer of the Contractor. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Contractor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.

4. The Green Bank will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.

5. The Green Bank's selection of a Contractor(s) through this RFP is not an offer and the Green Bank reserves the right to continue negotiations with the selected Contractor(s) until the parties reach a mutual agreement.

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

**THE GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. THE GREEN BANK SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL BIDDER, THE GREEN BANK MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH GREEN BANK, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF THE GREEN BANK.**

## STANDARD PROFESSIONAL SERVICES AGREEMENT

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

**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