

## REQUEST FOR PROPOSALS FOR SOLAR HOME RENEWABLE ENERGY CREDIT (SHREC) GREEN BOND VERIFIER

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*Proposals Due: **March 30, 2018**, 5:00 PM EST*

### I. PURPOSE

The Connecticut Green Bank (“Green Bank”) is seeking proposals from qualified partners (“Verifier”) to provide a solution that will verify / attest that the upcoming securitization as “Green” and will attest to the societal benefits achieved by and the impact of the underlying projects supporting the securitized stream of income from residential Renewable Energy Credits (“RECs”) generated under the Green Bank’s Solar Home Renewable Energy Credit (“SHREC”) program.

Under a Master Purchase Agreement (“MPA”, Attachment One) between the Green Bank and Connecticut’s two investor-owned utilities (Eversource and United Illuminating, collectively the “Utilities”), the Green Bank aggregates RECs generated from solar PV systems participating in its Residential Solar Incentive Program (“RSIP”) into annual tranches, and sells those REC tranches to the Utilities at a fixed, predetermined price over a 15-year tranche lifetime. (To distinguish renewable energy credits generated under the RSIP from residential solar PV systems placed in service prior to January 1, 2015, renewable energy credits for qualifying residential PV systems placed in service on or after January 1, 2015 are referred to as “SHRECs.”) Green Bank is in the process of monetizing the stream of SHREC revenue under the MPA. The selected verifier would attest to the environmental and non-energy impacts/societal benefits of the “green bonds” the Green Bank expects to issue.

SHREC revenues are an opportunity to purchase a secure, contracted 15-year stream of payments payable to the Green Bank from the Utilities, which are investment-grade counterparties. Meanwhile, exchanging the stream of SHRECs for liquidity (either immediately or at pre-determined milestones) will allow the Green Bank to fund the incentives offered under the RSIP and to recover RSIP program costs, thereby enabling a sustainable revenue stream to permit the Green Bank to continue its mission to catalyze growth in Connecticut’s renewable energy industry. The timing of this initial tranche offering is expected to be H1 2018, and may continue on an annual basis through 2022 depending on the success of this first tranche and Green Bank liquidity needs.

The Green Bank has an established Evaluation, Measurement, and Verification program at the center of which is its [Evaluation Framework](#). The Green Bank's evaluation activities seek to understand the scale of the benefits to program participants and to society at large that are derived from investments and deployment of clean energy supported by the Green Bank. This includes quantification of energy production of clean energy technologies and the non-energy impacts (environment, public health, job creation, & tax revenue generation). In collaboration with the US Environmental Protection Agency, Connecticut Departments of Economic and Community Development (DECD), Energy and Environmental Protection (DEEP), Public Health (DPH), Revenue Services (DRS), the Green Bank has established or is in the process of adopting methodologies for assessing these non-energy impacts in terms of [environmental benefits achieved](#), [public health costs avoided](#), and economic development metrics ([job creation](#) and tax revenue generation).

## **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. For more information about the Green Bank, please visit [www.ctcleanenergy.com](http://www.ctcleanenergy.com).

To achieve its vision and mission, the Green Bank has established the following four goals:

1. To attract and deploy private capital investment to finance the clean energy policy goals for Connecticut.
2. To leverage limited public funds to attract multiples of private capital investment while returning by reinvesting public funds in clean energy deployment over time.
3. To develop and implement strategies that bring down the cost of clean energy in order to make it more accessible and affordable to customers.
4. To support affordable and healthy buildings in low-to moderate income and distressed communities by reducing the energy burden and addressing health and safety issues in their homes, businesses, and institutions.

These goals support the implementation of Connecticut's clean energy policies be they statutory (i.e., Public Act 15-194, Public Act 13-298), planning (i.e., Comprehensive Energy Strategy, Integrated Resources Plan), or regulatory in nature.

### **III. PROGRAM BACKGROUND**

#### **a. Residential Solar Incentive Program (RSIP)**

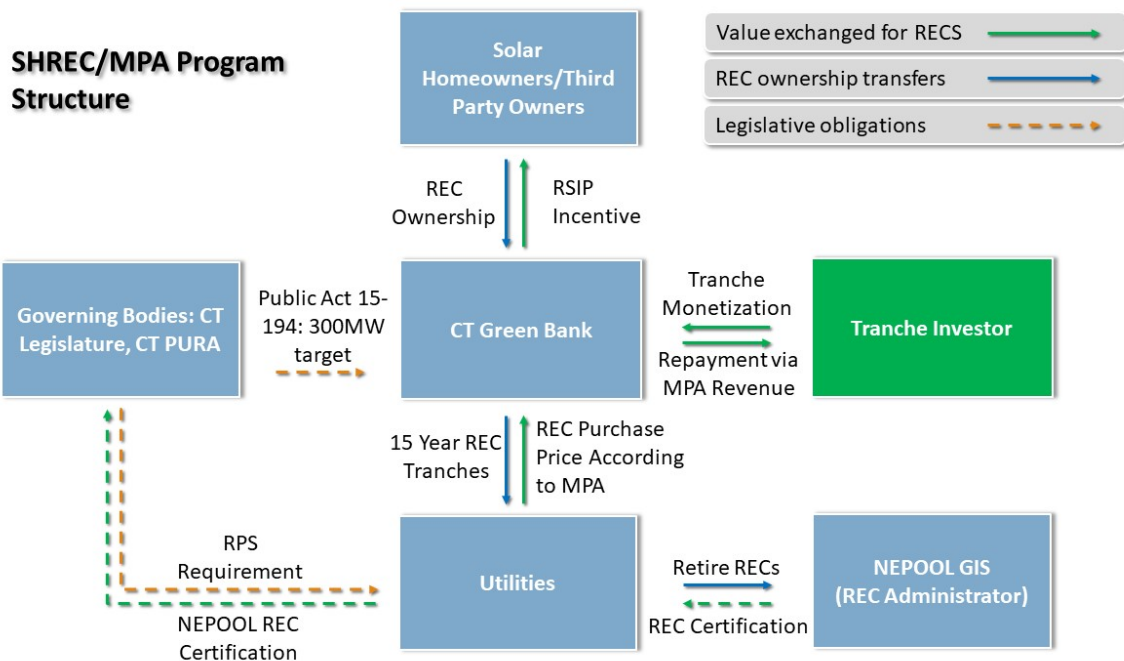
Connecticut's Residential Solar Incentive Program is a declining block incentive designed by the Green Bank in 2011 to help meet the state's Renewable Portfolio Standard goals and deploy 30 MW of new residential PV installation. The RSIP program was quickly oversubscribed, meeting the state's 30 MW deployment target in 2014, eight years ahead of schedule. As a result, a new deployment target of 300 MW by 2022 was initiated. The RSIP provides two types of incentives:

- Homeowners that own their own system are eligible for an Expected Performance Based Buydown ("EPBB") incentive as a \$/W upfront cost reduction for system purchases;
- Third-party system owners ("TPOs") may receive a Performance-Based Incentive ("PBI") for systems leased to homeowners (or for PPA systems) consisting of quarterly payments for 6 years based on actual system performance.

In exchange for its incentives, the Green Bank receives all rights and title to the Class I RECs generated from the systems. To continue to meet the state's demand for residential solar and funding the RSIP program, the Connecticut Legislature established the SHREC program to enable the Green Bank to easily and reliably monetize the stream of RECs generated from RSIP systems.

#### **b. SHREC Program**

Under the SHREC program, the Utilities enter into 15-year contracts with the Green Bank to purchase the SHRECs generated by solar PV systems receiving the RSIP incentive. The agreement is governed by a Master Purchase Agreement, which will be jointly filed with the CT Public Utilities Regulatory Authority ("CT PURA") annually for each year's newly operating systems (see appendix for a detailed contract summary of the MPA). Each year of newly minted solar PV systems will constitute a tranche of SHRECs. The utilities are obligated (by statute and the MPA) to purchase each new tranche of SHRECs for the 15-year delivery term of each tranche, at a price fixed at the time the tranche is sold to the Utilities. Under Docket No. 16-05-07, CT PURA has guaranteed the utilities cost recovery for the program via a statutorily-protected component of electric rates. A detailed explanation of the program structure is included below.



The SHREC/MPA model is illustrated as above. During installation of a residential solar PV system (“SHREC System”) qualified solar contractors or third party owners (e.g., SolarCity or SunRun) apply for the RSIP incentive via the Green Bank. Upon determining the system meets eligibility criteria, the Green Bank grants either an EPBB or PBI incentive to the applicant. In exchange, the Green Bank receives title to the environmental attributes of the solar project, including SHRECs. As further explained in the appended contract summary, the Green Bank will register SHRECs with NEPOOL GIS through their standard REC creation process, and once registered these SHRECs will reside in the Green Bank’s NEPOOL GIS account. The Green Bank will then transfer SHRECs to the Utilities via NEPOOL’s Forward Certificate Transfer process at the price agreed upon in the MPA. The Utilities are then required to transfer payment electronically to the Green Bank by the final business day of the month following the SHREC transfer (i.e., every quarter during the life of each Tranche as the RECs are produced by the related solar PV systems). As SHREC generation will occur quarterly following the NEPOOL GIS REC creation process, detailed further in the MPA contract summary and included as Attachment Two, the stream of payments from the Utilities to the Green Bank will be quarterly as well. This transaction will allow both the Green Bank and the Utilities to accomplish certain legislative goals – specifically, the Green Bank’s goal of 300 MW of residential solar deployment by 2022 and the Utilities’ complying with Connecticut’s renewable portfolio standard (or “RPS”) target. Only residential solar PV systems with incentives from the Green Bank

approved on or after January 1, 2015 are eligible for the SHREC program; with approximately [44.6] MW of residential solar PV installed prior to January 1, 2015 under the RSIP, there is a maximum of approximately [255.4] MW of SHREC-eligible residential solar PV that can be deployed.

The final element in the SHREC structure enables the Green Bank to monetize a Tranche with a Tranche Investor or financing counterparty. The MPA provides for collateral assignment of the revenue streams associated with SHREC generation without consent of the Utilities as it relates to financing the future revenue stream of the SHRECs. The SHREC statute and MPA enacted and prescribed these features specifically with the intent of allowing the Green Bank to monetize SHRECs anticipated cash flow streams. The MPA requires the Green Bank to continue to execute all obligations to the Utilities as the seller of SHRECs in the event of such collateral assignment, and will merely pass on the revenue streams associated with SHREC generation to the assignee.

The program automatically terminates at the earliest of 300 MW of CT residential solar PV deployment or December 31, 2022, so there will be at most six tranches of SHREC and no new tranches will be created for post-2022 systems. However, each utility's obligation to purchase SHRECs will continue until each and every Tranche sold to the utilities has run its 15-year course.

The First Tranche, with a Tranche Delivery Term Start Date of January 1, 2017, consists of 6797 residential solar projects representing a total "nameplate" capacity of 47.18 MW and was executed by the Green Bank and the Utilities in 2017. Assuming an average capacity factor of 13% across the Tranche 1 portfolio, these systems can be expected to generate roughly 53.7 MWh of electricity in their first year of operation. Taking into effect an annual rate of degradation of one-half percent and a Tranche Purchase Price of \$50/MWh, the Green Bank projects gross SHREC revenues of \$38.7M over the 15-year tranche lifetime.<sup>1</sup> The aggregation of these residential solar PV systems into Tranche 1 was approved by CT PURA in May of 2017 through Docket Nos. 16-08-45, 17-03-37, 17-03-38, 17-03-39, 17-03-40, and 17-03-41.

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

The Green Bank is issuing this RFP with the goal of finding a Verifier to deem this issuance "Green" and to attest to the non-energy/societal benefits achieved by the issuance. The Green Bank is open to proposals for what standards (Green Bonds Principles, Climate Bonds Initiative standards, a proprietary methodology) are used for this "Green" determination or rating but request an evaluation of the societal benefits attributed to the projects and the Green Bank's methods for assessing these.

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<sup>1</sup> These figures are estimates of production only and no guarantee of ultimate performance is offered, granted, suggested or implied.

Independent methodologies for assessing these benefits are welcome as a comparison to those used by the Green Bank.

An important part of a winning proposal will be an explanation from the Verifier of the advantages of having the Green Bank's issuance rated in terms of price and in terms of ability to market to investors.

Given that one of our goals is to "develop and implement strategies that bring down the cost of clean energy in order to make it more accessible and affordable to consumers," we expect that an important aspect of the winning RFP will be a cost-effective rating that achieves Green Bank goals. This includes the initial costs as well as ongoing monitoring costs.

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

Respondent will be assessed based on address of the following items in their response. Evidence or description of ability to provide these items should be clearly addressed within the response to this RFP.

- a. Ability to perform the above scope of work
- b. Initial cost of rating
- c. Ongoing cost of maintaining the rating
- d. Inclusion of societal benefits and methodologies used
- e. Articulated benefits to the Green Bank for attaining the proposed rating
- f. Ability to meet Green Bank's desired timeline of an issuance of 15 May 2018
- g. Experience with REC or solar PV-backed securitizations or, in the absence of such experience, any green bond verification experience and in all respects noting whether the issuances were predominantly subscribed by US investors, Eurozone investors or some other investor base.

### **Work Experience & Capabilities**

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

- Number and size of similar engagements for which the respondent has provided verification services in the past
- Length of time respondent has been providing verification services
- Location of offices that would be involved in partnership with the Green Bank
- Resumes of key personnel anticipated to support SHREC verification

- Relevant references for either firm or key personnel involved

## 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 [eric.shrago@ctgreenbank.com](mailto:eric.shrago@ctgreenbank.com) by **March 30, 2018**. 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:

- Proposals must be received no later than **5:00pm Eastern Time on March 30, 2018**. Proposals received after the aforementioned date and time will not be considered.
- Proposals must be submitted electronically at the following email address: [eric.shrago@ctgreenbank.com](mailto:eric.shrago@ctgreenbank.com). The subject line should be identified as: "SHREC Verification RFP Response".
- The Green Bank reserves the right to request an interview, supplemental information, and/or clarification from respondents as deemed necessary.
- Key Dates:

Project Milestone	Estimated Date
RFP Released	March 9 2018
Clarification Questions Due	March 23, 2018
RFP Responses Due	March 30, 2018
Verifier Award Notification	April 6, 2018

## VII. GENERAL TERMS AND CONDITIONS

If Verifier 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 Verifier. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Verifier, 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 Verifier(s) through this RFP is not an offer and the Green Bank reserves the right to continue negotiations with the selected Verifier(s) until the parties reach a mutual agreement.
6. Underwriter will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A. **If the Underwriter does not agree with any of the specific terms set forth in the PSA, the Underwriter 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.**



## Appendix; Model Professional Services Agreement

### 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. Out of pocket expenses shall be billed at cost with receipt. Expenses above \$75.00 are subject to the Green Bank's prior written approval [only if applicable, otherwise remove]. 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.

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.

**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.

**18. Execution and Facsimile.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, shall together constitute but one and the same agreement.

**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

## NONDISCRIMINATION CERTIFICATION

### STATE OF CONNECTICUT



#### NONDISCRIMINATION CERTIFICATION – Representation

#### By Individual

#### For All Contract Types Regardless of Value

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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#### INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

#### REPRESENTATION OF AN INDIVIDUAL:

I, \_\_\_\_\_, of \_\_\_\_\_,

Signatory

Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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Signatory

Date

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Printed Name

# STATE OF CONNECTICUT



## NONDISCRIMINATION CERTIFICATION — Representation

### By Entity

### For Contracts Valued at Less Than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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#### INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

#### REPRESENTATION OF AN ENTITY:

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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Authorized Signatory

Date

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Printed Name