

## REQUEST FOR PROPOSALS FOR DIVERSITY EQUITY & INCLUSION CONSULTING SERVICES

### I. PURPOSE

The Connecticut Green Bank (“Green Bank”) seeks proposals from qualified vendors (“Contractor”) to advise and consult regarding the implementation of a diversity, equity, and inclusion (“DEI”) program for the Green Bank and its staff.

### II. GREEN BANK BACKGROUND

The Green Bank was established by the Connecticut General Assembly in 2011. As the nation’s first green bank, it is leading the clean energy finance movement by leveraging public and private funds to scale-up renewable energy deployment and energy efficiency projects across Connecticut. The Green Bank’s success in accelerating private investment in clean energy is helping Connecticut create jobs, increase economic prosperity, promote energy security, and address climate change. In 2017, the Green Bank received the Innovations in American Government Award from the Harvard Kennedy School Ash Center for Democratic Governance and innovation for their “Sparking the Green Bank Movement” entry. For more information about the Green Bank, please visit [ctgreenbank.com](http://ctgreenbank.com).

### III. PROGRAM BACKGROUND

As an organization, Green Bank emphasizes creating products and programs that make a measurable impact on the communities we serve in Connecticut. We offer financial tools for homeowners and business owners that drive energy efficiency and clean energy and decrease their overall energy expenses. To learn more about our efforts, visit [ctgreenbank.com](http://ctgreenbank.com).

A significant initiative during our first decade has been the drive towards solar parity in the state. In 2015, the Green Bank and its Board of Directors addressed an observed income disparity in solar adoption by adding special incentives for low- and moderate-income households to the residential solar program, which quickly accelerated solar adoption in these communities. Around the same time, we released a request for proposals seeking contractors to help reach underserved markets which resulted in a partnership with solar provider PosiGen and the creation of the Solar for All program. Solar for All leverages Green Bank’s elevated incentive to offer LMI homeowners a solar lease paired with energy efficiency upgrades customized for each home including air sealing, LED light bulbs, pipe wrap and programmable thermostats. This program has been even more successful in reaching communities of color—PosiGen has more projects per home in majority Black (1275%), Hispanic (408%) and No Majority race (427%) neighborhoods than in majority White neighborhoods.

In advance of our 10<sup>th</sup> anniversary, Green Bank's senior management and its Board of Directors drafted a new Vision, Mission Statement, and Goals to better reflect the inclusivity of the organization's work:

Vision...a planet protected by the love of humanity.

Mission: Confront climate change and provide all of society a healthier and more prosperous future by increasing and accelerating the flow of private capital into markets that energize the green economy.

Goals: to achieve its vision and mission, the Green Bank has established the following three goals:

1. To leverage limited public resources to scale-up and mobilize private capital investment in the green economy of Connecticut.
2. To strengthen Connecticut's communities, especially vulnerable communities, by making the benefits of the green economy inclusive and accessible to all individuals, families, and businesses.
3. To pursue investment strategies that advance market transformation in green investing while supporting the organization's pursuit of financial sustainability

Green Bank is evolving as we begin our second decade. We are focused on expanding the communities and customers that we reach with our programs, having committed that at least 40% of our investments and benefits be directed to vulnerable, frontline communities by 2025. We added a battery storage incentive program in early 2022 and our scope recently expanded to include environmental infrastructure and climate resilience. For more information regarding the Green Bank's commitment to social justice and energy equity in our state through our programs, please take a look at the Non-Financial Statistics section of our Annual Comprehensive Financial Report for 2021 at this link:

<https://www.ctgreenbank.com/wp-content/uploads/2021/11/FY21-CGB-ACFR-Final-11.08.21.pdf>

as well as this overview of the social benefits driven by our equity investment in vulnerable communities:

[https://www.ctgreenbank.com/wpcontent/uploads/2021/10/Equity\\_Investment\\_in\\_Vulnerable\\_Communities.pdf](https://www.ctgreenbank.com/wpcontent/uploads/2021/10/Equity_Investment_in_Vulnerable_Communities.pdf).

From an operational perspective, we have two offices, our headquarters in Hartford and a satellite office in Stamford. Fully 25% of current staff are new to the organization since March 2020, and the vast majority of staff work remotely at least part of the time. The growth in programs and the significant number of new hires, coupled with the communication and collaboration challenges inherent in a more permanent hybrid work environment, has made it more difficult to build and maintain a cohesive organizational culture that is reflective of our mission. All of this leads us to believe that now is the time to strengthen DEI as part of our organizational operations and culture. Green Bank believes that better culture and practices around DEI will help our staff grow as people and professionals and also result in better decision making, more innovation, enhanced resource acquisition and utilization, increased cost savings and market share, and higher organizational performance and mission realization.

DEI has been addressed in the past via state-required diversity training. However, that training has not been available from the state for the last few years, so some of our staff may have had diversity training in the past, either at Green Bank or other organizations, and others may not.

The idea of expanding the required conversation to involve equity and inclusion is newer, so it's likely that few of our staff have any formal exposure to these concepts.

Green Bank has identified a group of employees, the Green Bank DEI Team, that works to advance our DEI efforts and ensure that we achieve our vision, mission, and goals. The DEI Team will be the point of contact for the RFP review process, vendor interviews and engagement with the chosen vendor.

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

We believe that success in this area will depend on a baseline assessment, the development of clear objectives, and an actionable plan with specific measurable activities so we can evaluate the success of our efforts. Proposals should identify the types of qualitative and or quantitative data the Contractor anticipates collecting, as well as the method(s) of data collection and analysis.

The scope of work should, at minimum, include the following components. We welcome proposals that recommend additional or different actions that can promote DEI at the Green Bank.

- **Design and conduct** an assessment, and/or self-assessment of the state of DEI at Green Bank. This can include a comprehensive overview of Green Bank current progress, and areas of growth with respect to DEI. Assessment results will be used as a reference when later evaluating progress against goals. Specifically, Green Bank sees the need to determine:
  - Current level of awareness of bias and sensitivity in communication among staff
  - DEI impact of current hiring, retention, and personnel policies
  - How to integrate DEI into program design and development, marketing and communications, and strategic planning
  - identification of other areas for improvement
- **Collaborate** with Green Bank's DEI Team to articulate a clear set of DEI goals and draft an action plan that would include a strategy, timelines, and detailed descriptions for the kinds of activities that will be implemented within the Green Bank to promote DEI. Depending on the topic, activities may be designed as interactive workshops with staff, smaller team meetings for targeted groups, or recommendations to improve the Green Bank's organizational policies and procedures.
- **Partner** with the DEI Team to implement the action plan. Collaboration with staff may require a variety of activities ranging from facilitating sensitive discussions about race and bias, to building capacity for intercultural awareness and communication among staff, and updating Green Bank's policies for recruiting and hiring, compensation, promotion, etc.
- **Conduct a** subsequent assessment to measure our progress to our goals and provide Green Bank with the tools to perform these assessments ourselves once the agreement ends.
- **Provide** ongoing advice and support as additional needs arise. For example, we may identify additional needs for workshops to address particular topics, or we may identify a specific organizational policy in need of an update. Should these needs arise, we would like to rely on the support of a team that is familiar with Green Bank and our DEI work to be able to jump in without the need to be introduced to the context or staff. We foresee a

certain period included in the initial engagement for this support and understand that more ongoing needs may require a separate agreement.

## V. REQUIREMENTS

- **REQUIRED QUALIFICATIONS**

- a. Certifications in Diversity, Inclusion and Equity, and/or more than five years of experience advising on or developing programmatic approaches to DEI. Examples of relevant certifications could include, but are not limited to, DEI certifications offered through associations or major universities, completion of programs offered through professional or leadership organizations, or the completion of any coursework or training program in DEI principles.

- **PREFERRED QUALIFICATIONS**

- a. Experience in clean energy, environmentally focused programs, public policy, or other relevant fields
- b. Experience working with state agencies and/or a demonstrated focus in the nonprofit sector, preferably with small or medium sized organizations
- c. Expertise in racial, environmental, climate, and energy justice and equity history and policy
- d. Experience facilitating workshops with multiple stakeholders and participants of all professional levels, from junior staff to board members
- e. Ability to deliver sensitive messages in a culturally appropriate manner.
- f. Ability to help build understanding and empathy among an organization's staff.
- g. Applicants from Black, Indigenous, People of Color, Women, non-native English speakers, and other people underrepresented in the clean energy workforce are strongly encouraged to apply
- h. Connecticut-based companies will be given preference

- **PROPOSAL PROCESS**

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

Alternatively, there will be a webinar to answer any questions regarding this RFP on Thursday, February 3, 2022, at 3 PM ET. Please submit any questions you would like answered to [barbara.waters@ctgreenbank.com](mailto:barbara.waters@ctgreenbank.com) by 5 PM ET on Wednesday, February 2, 2022. To attend the webinar, please use this link: <https://attendee.gotowebinar.com/register/184605124391394060>. A recording of the webinar, along with answers to the questions, will be posted on the Green Bank's website, [www.ctgreenbank.com](http://www.ctgreenbank.com), by the end of day on Friday, February 4, 2022.

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

- a. Proposals must be received no later than 5 PM ET on Tuesday, February 22, 2022. Proposals received after the aforementioned date and time may not be considered at Green Bank's sole discretion.
- b. Proposals shall be submitted electronically to Barbara Waters at the following email address: [barbara.waters@ctgreenbank.com](mailto:barbara.waters@ctgreenbank.com). The subject line should be identified as: "Proposal for DEI Consulting Services".
- c. Contractors may be asked to interview with Green Bank staff if deemed necessary.

- **PROPOSAL FORMAT**

The following format should be followed in order to provide Green Bank with a working basis on which to compare one proposal with another. Each of the elements within this outline is expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification. Please limit proposals to no more than five (7) pages.

- a. EXECUTIVE SUMMARY

1. General background of Contractor, including history of the company, number of employees, clients and retail projects evaluated, including a description of the projects and their size.
2. Listing of three (3) clients for reference use for whom Contractor has performed similar services as those contemplated by this RFP. Please include the name and telephone number(s) of the contact person at each reference.
3. Description of any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with Green Bank. A description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.

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

- b. TECHNICAL REQUIREMENTS

All proposals which comply with submittal requirements will:

1. Set forth Contractor's areas and depth of expertise from the description above.
2. Describe your overall approach, plans, and qualifications for accomplishing the specific services described above.
3. Provide the names of the employees in your company who would be assigned to this project, give a description of each person's experience and qualifications, indicate probable areas of responsibility.

- c. COST OF SERVICES

1. Please provide your proposed costs for the completion of this project in its entirety. Cost estimates will be considered as “not to exceed” quotations, except to the extent that the assumed scope is changed by mutual agreement in writing.
2. If Contractor has discounted rates for governmental entities such as Green Bank, then please provide such rates.

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

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

- 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 Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.
- 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. Green Bank reserves the right not to accept the lowest priced proposal.
- 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.
- 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.
- Green Bank’s selection of a Contractor through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Contractor until the parties reach a mutual agreement.
- 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.

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

## SAMPLE 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 75 Charter Oak Avenue, Suite 1-103, Hartford, CT 06106, 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  
75 Charter Oak Avenue, Suite 1-103  
Hartford, CT 06106  
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, gender identity or expression, status as a veteran, intellectual disability, 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 ensure 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, gender identity or expression, status as a veteran, intellectual disability, 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 C.G.S. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities (the "commission") 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 C.G.S. Sections 4a-60 and 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 C.G.S. Section 4a-60a, 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 C.G.S. Section 4a-60a and with each regulation or relevant order issued by said commission pursuant to C.G.S. 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 C.G.S. Sections 4a-60a and 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 the Contract. 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.

**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



**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**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

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

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
 Signatory's Title Name of Entity  
 duly formed and existing under the laws of \_\_\_\_\_.  
 Name of State or Commonwealth

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

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

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

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

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court/  
 Notary Public**

\_\_\_\_\_  
**Commission Expiration Date**





**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**



**STATE OF CONNECTICUT  
CONSULTING AGREEMENT AFFIDAVIT**

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

**INSTRUCTIONS:**

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

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

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

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

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

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided: \_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Contractor

\_\_\_\_\_  
**Signature of Principal or Key Personnel**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Printed Name (of above)

\_\_\_\_\_  
Awarding State Agency

**Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

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