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Request for Proposals for RGM Upgrade Provider

For

Residential and Commercial Programs, including the Residential Solar Investment Program (RSIP) and RSIP Extension (RSIP-E)

Revised with Addendum A updated on June 15, 2021

Program Opportunity # CGB-RGMUP2021 May 28, 2021

APPLICATIONS ACCEPTED FROM JUNE 1, 2021 THROUGH JUNE 21, 2021

Connecticut Green Bank Incentive Programs 75 Charter Oak Avenue Suite 1-103 Hartford, CT 06106

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

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

RGM Upgrade Provider RFP

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Executive Summary

The Connecticut Green Bank (Green Bank) was established by Connecticut's General Assembly on July 1, 2011. The Green Bank's vision is a planet protected by the love of humanity. The Green Bank's mission is to 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. For more information about the Connecticut Green Bank, please visit www.ctgreenbank.com.

In addition to commercial and residential financing programs, the Green Bank also administers the Residential Solar Investment Program (RSIP) and the RSIP Extension (RSIP-E). The RSIP was legislatively enabled through Section 16-245ff¹. Public Act 19-35 updated CGS Section 16-245ff to require that not more than 350 MW total of new residential solar PV be deployed in Connecticut on or before December 31, 2022. RSIP-E is an extension of RSIP to provide another 32 MW of approved capacity. Please see the RSIP and RSIP-E RFQ² and RSIP and RSIP-E Terms and Conditions³ for more information.

The Green Bank's RGM Upgrade Provider (Provider) Request for Proposals (RFP) is the primary vehicle through which the Green Bank will identify a company or companies to procure and replace cellular revenue-grade meters (RGMs) for RSIP and RSIP-E (the focus of this RFP) and possibly for commercial solar PV projects. The Green Bank will screen and evaluate all RFP Responses and will select the Applicant(s) that best meets the RFP requirements.

https://ctgreenbank.com/wp-content/uploads/2020/10/RSIP_RSIPE_TermsConditions_101920_Fillable.pdf

¹ https://www.cga.ct.gov/current/pub/chap 283.htm#sec 16-245ff (Residential solar investment program)

² https://ctgreenbank.com/wp-content/uploads/2020/10/Contractor-RFQ_101920.pdf

Section 1 – Introduction

1.1. Objectives of this RFP

All Eversource Energy (Eversource) and United Illuminating Company (UI) ratepayers participating in the RSIP and the RSIP-E are required to install RGMs on their solar PV systems to determine gross energy production. For third-party owned (TPO) systems, production data (Data) from the monitoring systems is used to calculate a Performance-Based Incentive (PBI) payment. For customer-owned systems, Green Bank-owned (Solar Lease II, or "SL-2"), and TPO projects, data is used to create renewable energy certificates (RECs) and other energy and environmental attributes, all retained by the Green Bank through the terms and conditions⁴ of the program. This Data is measured and communicated to the Green Bank by the RGMs via our preferred web-based monitoring platform, Locus Energy (now known as AlsoEnergy).

Most RSIP and RSIP-E system RGMs transmit solar production data to the Green Bank monitoring platform via cellular networks, either through T-Mobile/Sprint, AT&T, or Verizon.

In 2020, mobile cellular providers across the country announced plans to retire their 3G networks (running CDMA technology) in favor of 4G LTE networks, with the final 3G sunset set to occur by the end of 2022. T-Mobile/Sprint retirement will occur in October 2021, the AT&T 3G network will sunset in February 2022, and Verizon plans to retire its 3G network by December 2022.

To continue to accurately meter solar production data from homeowner-owned and SL-2 systems, the Green Bank will upgrade any 3G cellular RGMs to accommodate the 3G sunsets.

The selected Provider's primary responsibilities will be as follows:

 Upgrade each brand of RGM as quantified below prior to their corresponding sunset dates. Exact quantities and dates could be updated as the upgrades progress.

Meter PMP	Cellular Service Provider	3G Sunset Date	Homeowner Owned Systems	SL-2 Systems	Total
Locus	AT&T	Feb-2022	2,330	1,076	3,406
Enphase	AT&T	Feb-2022	476		476
Solar-Log	AT&T	Feb-2022	432		432
Solar-Log	T-Mobile	Oct-2021	91		91
SolarEdge	T-Mobile	Oct-2021	559		559
Total			3,888	1,076	4,964

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⁴ For RSIP, the terms and conditions are provided here: https://ctgreenbank.com/rsip-resources/.

- Procure and install new RGMs to upgrade all types of approved 3G RGMs in RSIP and RSIP-E. The following RGM models will need to be upgraded to at least 4G capability:
 - Locus Energy LGate 120 and R-LGate-CatM1, LGate 320
 - Enphase Energy Envoy S Revenue-grade Meter and IQ Envoy
 - Solar Data Systems Solar-Log 350
 - SolarEdge RWND-3D-240-MB with 100A CT Cellular meter
 - SunPower PVS5x and PVS6 Revenue-Grade Meters
 - Other meters that may be reporting to our preferred data monitoring not specified above
- As more information becomes available from metering providers, the Green Bank will specify the new RGMs that will need to be installed. No 3G meters can be installed.
- Work with the Green Bank to allow for verification that all data is correctly reporting for six (6) months for 60 calendar days after each respective meter change. after each respective 3G sunset.
- Provide a unit cost estimate (including equipment and labor) for each make and model
 of meter, including possible volume discounts, and a pricing structure applicable to the
 volume specified in this RFP (and account for possible additions, if needed).
- Provide a draft schedule of weekly targets as part of the application to this RFP. If selected as a Provider, provide a final, proposed schedule of weekly targets. The Green Bank will need to review and approve the final plan, coordinating with the Provider as needed.
 - The Green Bank has included the list of meter types with this RFP, including the quantities of RGMs in each zip code and county in Appendix A (posted with this RFP). The selected Provider(s) can then plan when, where, and which types of RGMs will be installed.
- Offer a five (5) year workmanship warranty on all newly installed RGMs and replace or service any RGM that is not providing accurate data within that time. The Provider will need to work with metering companies to arrange any return merchandise authorizations (RMAs).
- Offer a five (5) year maintenance agreement on all RGM upgrades, while working directly with customers and metering providers to resolve data reporting issues.
- Provide qualified field technicians capable of swapping the required quantity of RGMs.
- Address technical RGM issues in the field and interact with customers regarding only meter upgrades.
- Once field work has commenced, submit weekly summaries to Green Bank management to report progress and ensure that the target dates will be met.
- Verify before installation that each RGM communicates through at least a 4G service.
- Provide administrative support to coordinate with (and possibly assist) Green Bank staff to update records in Locus Energy and our workflow management system (PowerClerk).
- Coordinate with Green Bank to ensure connectivity with Locus monitoring platform.
- Revisit an installation should the Green Bank find that data is not reporting accurately.
 The Green Bank will need to verify that RGMs are correctly logging production for a period of six (6) months after each respective 3G sunset date. The Green Bank

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reserves the right to require that the Provider revisit sites showing no or inaccurate data in our Locus platform for this period after each 3G sunset. The Provider must dispatch a technician to a site within five (5) business days of our request for meter service or replacement.

- Work with RGM providers to resolve equipment issues, which may include returning RGMs to their respective metering companies.
- Before leaving a site, verify with photos that the new meter is correctly logging data via at least a 4G network. Photos must clearly show identifying information on each new meter, such as MAC IDs for Locus meters and serial numbers for other RGMs.
- Maintain a complete and accurate list of all meter upgrades and email it to the Green Bank weekly, along with matching photos, to smallsolar@ctgreenbank.com The Green Bank must be able to match each listed meter to its corresponding photo.
- Collaborate with or support (if needed) the Green Bank in working with Locus Energy
 to update monitoring records to reflect updated RGMs and to ensure continuity of data
 for each project, including all historical data. The Green Bank can only issue payment
 to the Provider once we verify that we are receiving accurate data in Locus over at
 least a 4G network.
- As part of the field work, assist with cross promotion of battery storage and heat pump technology and encourage homeowners to pursue whole home electrification (providing homeowners with information and pointing them to the Green Bank or partners with questions). Provider will establish a relationship between the Connecticut Green Bank and homeowner through promotional materials.
- Follow all Connecticut state COVID protocols to ensure the safety of their technicians and RSIP customers. The Provider will need to coordinate with customers as needed. See the updated State of CT COVID protocols here.

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Under this RFP, the Green Bank intends to select a Provider that uses commercially available cellular monitoring technologies and has been actively participating in a residential solar PV market. To meet the targets described in the above table, the Green Bank reserves the right to choose additional Providers. If an Applicant does not meet the minimum criteria or does not include all required documentation listed in Section 2 of this RFP, additional information may be requested by the Green Bank. The RFP response for a particular Applicant will not be evaluated by the Green Bank staff until all required documents have been submitted to the Green Bank's satisfaction.

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

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

1.2. Eligible Applicants

Applicants must be established companies in good financial standing and must demonstrate to the Green Bank's satisfaction that they can meet the targets specified in Section 1.1. Applicants must also demonstrate experience with solar PV metering technologies and provide evidence that they can acquire the workforce needed to meet the targets.

Applicants including more than one company submitting a joint application will execute one contract with the Green Bank, with one entity being fully responsible.

Section 2 – Application Process

2.1. RFP Schedule

RFP Responses will be accepted through June 21, 2021. The Provider's services may be retained only until the RFP objectives are met, plus the time needed to revisit sites with missing or inaccurate data (as specified in Section 1.1), at Green Bank's sole discretion. The Green Bank reserves the right to change the schedule as needed. All Applicant submissions are due at 5:00PM on the dates specified.

Description	Date
RFP Issued	Friday, May 28, 2021
Due date for Applicant questions	Friday, June 4, 2021
Q&A webinar	Friday, June 11, 2021
Applicant Final Responses Submission Due Date	Monday, June 21, 2021
CGB Decision & Bidder(s) Notification	Wednesday, July 7, 2021
Professional Services Agreement Signature Due Date	Wednesday, July 14, 2021

2.2. Required Documentation

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

- 1. **Complete set of RFP Response Forms** Please see Section 3, RFP Response Format, for detailed information.
- 2. **Financial Information** Provide verifiable evidence of financial solvency and health. Include the most recent two (2) years of audited financial statements or supplemental financial documentation, to be accepted at Green Bank's sole discretion.

3. Experience with solar PV Data Monitoring Technologies

 Specify the makes and models of the RGMs with which your company has worked and describe your role/capacity and volume of your work with them.

4. Adequate Workforce

- Demonstrate your ability to hire and retain a sufficient number of technicians in Connecticut for the duration of the upgrades specified in Section 1.1.
- Demonstrate the capacity to coordinate with customers, solar installers (if needed), meter providers, and the Green Bank to ensure that the upgrade targets are met and all records are updated to the Green Bank's satisfaction.
- 5. **General Liability Insurance Information** All Applicants must carry at least \$1 million in general liability insurance to be selected as the Provider. The provider must also not be under active sanction by any state office of consumer protection.

2.3. RFP Response Process

The RFP Response process is as follows:

- A complete RFP response will be submitted by the Applicant to the Green Bank at smallsolar@ctgreenbank.com
- The Green Bank will send an email notifying the Applicants that their application has been received.
- The Green Bank will review the RFP Response application and request missing documentation if applicable. If the RFP Response application is not completed, the Green Bank will send an email notifying Applicants that their application has been rejected.
- The Green Bank may contact the Applicant with questions and request a meeting to discuss specific plans for meeting the upgrade targets.
- The Green Bank will evaluate all complete applications and will send an email notifying Applicants if their application has been selected or not.

2.4. Evaluation Process

The information provided in each RFP Response will be evaluated first for completeness and consistency with the documentation requirements outlined above. The Green Bank may reject incomplete applications or may ask the Applicant for additional information to complete the application, at the Green Bank's sole discretion. The Green Bank reserves the right to select no Providers, one, or multiple Providers, at its sole discretion.

RFP Responses will be evaluated based on the following criteria and **anticipated weightings** indicated below, but subject to change at Green Bank's sole discretion:

• Financial – 15%

- Financial condition of the Provider.
- Proof of the ability to procure the needed meters, including the financial capacity to pay for the meters prior to Green Bank reimbursement.

• Capability – 50%

- Proof of technical expertise in residential solar PV, preferably with monitoring technologies.
- Proof of ability to meet the quantity and date targets specified in Section 1.1
- Proof of Provider staff capable of coordinating with all parties, including systems and methods for scheduling appointments with customers, providing updated meter identifiers to the Green Bank, coordinating with RGM providers, and others.
- Reputation and capability of the Applicant as evidenced by a combination of customer references, peer review/recognition, or other objective evidence. The Green Bank's will assess the Provider's likelihood of success in being able to meet the RFP objectives.

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• Feasibility - 35%

- Proof of a scalable workforce in Connecticut, or the ability to hire technicians in a timely fashion.
- Cost estimate for each type of meter upgrade, including service, labor, and equipment costs, including a cost estimate for each meter make and model.
 Reference any general pricing structure for the project and associated volume discounts, if applicable.
- o Suitability and advantages of proposed replacement meters/equipment.

Section 3 - RFP Response Format

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

3.1. Application Delivery

RFP Responses will only be accepted in electronic format, and must be submitted to smallsolar@ctgreenbank.com. RFP Responses must be submitted as complete packages, not piecemeal (e.g., one PDF file that includes all forms, excepting confidential information). Confidential material must be in a separate PDF, labeled "CONFIDENTIAL" in the title of the document, and clearly marked "CONFIDENTIAL" on each page as it prints in accordance with Section 5 of this RFP. Applications are subject to the CT Freedom of Information Act (FOIA), as described in section 17 of the example Standard Professional Services Agreement, provided in Exhibit A.

3.2. Application Content Requirements

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

3.3. Application Instructions

All RFP Responses must include a complete set of forms for each applicant. Using the forms will ensure consistency in CGB-RGMUP2021 RFP Response submission, interpretation, and evaluation. Information requested on each of the forms must be completed in detail and cannot refer to other sections of the RFP Response, even if the information is redundant.

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

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

3.4. RFP Response Form Details

Details regarding the RFP Response Form are provided below.

3.5.1. Form A – RFP Response Certification

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

3.5.2. Form B - Applicant Information

- Description of the Applicant's history including:
 - Current services offered
 - Number of employees
 - Location of headquarters and field offices
 - Description of Applicant's experience in the clean energy industry
- Description of the Applicant's marketing strategy
- Experience with solar PV monitoring technologies related to the work described in this RFP. Though this RFP is focused on residential solar PV projects, please comment on your experience with commercial solar PV monitoring, as the Green Bank is still assessing the potential need for RGM upgrades for these projects.
- Information regarding key team members responsible for the scheduling and implementation of the required meter upgrades, and key members currently responsible for other services listed in the Applicant's proposal such as customer service, technical work, and field staff management.

3.5.3. Form C - Key Services and costs

This section requests information about the services being offered by the Applicant, all costs of the services, and provides a unit cost estimate for upgrading each make and model of RGM as noted in section 1.1.

Provider Services:

- Staffing capability of qualified technicians in Connecticut
- In-house staffing capable of scheduling upgrades, managing technicians, and coordinating with outside agencies as needed.
- Appropriate professional licensing where needed (e.g., electrician)

Cost:

 Provide a unit cost estimate for upgrading each make and model of meter specified in Section 1.1

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- Itemize service, labor, and equipment costs (not including the cost of the new RGM)
- Provide an overall pricing structure that factors in volume discounts

Section 4 - Services and Deliverables

4.1. Functionality

The service and deliverable requirements include, but are not limited to:

General

- Describe the specific deliverables of your company, such as:
 - A description of services successfully provided to prior and current customers.
 - A description of your typical types of customers, detailing any experience with government agencies and utility companies, as applicable.
- Provide completion guarantee indicating that all meter quantity and date deadlines will be met, understanding that the Green Bank reserves the right to issue financial penalties for non-compliance, if warranted.
- Describe your methodology for maintaining the privacy of Personally Identifiable Information (PII), such as customer contact information and addresses.
- While this RFP is focused on RGM upgrades for RSIP and RSIP-E, please comment on your company's experience and ability to perform similar upgrade work for commercial solar PV projects, in case the need arises.

Specific

- Upgrade the estimated 4,964 RSIP and RSIP-E homeowner-owned and SL-2 meters from their current 3G networks to 4G LTE compatibility or higher
 - The Provider must be able to procure and install all the RGM makes and models as specified in Section 1.1., or similar.
 - All RGMs must be upgraded to the 4G LTE network or better according to their respective 3G sunset dates, also specified in Section 1.1.
 - Identify which types of new, non-3G RGM's will be replacing the existing meters identified in Section 1.1, and how a sufficient quantity will be acquired in the desired timeframes.
 - Provider must develop a list of meter makes and models to be installed.
 All meters must be at least 4G and be ANSI 12.20 certified.
 - All RGMs must be in the list of RGMs approved by CGB. In the event RGMs are not yet approved by CGB, Provider might seek approval by CGB.
 - Indicate all possible connectivity modes for the proposed replacement RGMs (e.g., cellular, ethernet, wifi, etc).
 - Indicate equipment warranty for each make/model of new RGM
 - Indicate any advantages and disadvantages of the proposed replacement RGMs as compared to others that are proposed or options that are not

- proposed, as helpful (e.g., connectivity mode redundancy, ease of future meter upgrades).
- RGMs internal to inverters or combiner box (e.g., SolarEdge inverter or Enphase brand):
 - Address feasibility of replacing RGMs internal to inverters combiner boxes based on factors such as age of equipment versus placing a new RGM in front of the inverter.
 - If applicable, be able to replace inverter with internal RGM.
- The Provider will be responsible for procuring meters, arranging appointments, and hiring and coordinating technicians to install the new RGMs.
- Before dispatching technicians, the Provider must submit a schedule to the Green Bank for approval. The schedule should indicate that all target dates will be met, based on the 3G sunset dates previously listed. The schedule must be approved by the CT Green Bank.
- The Provider must indicate which portions of Connecticut they will be able to service.
- The Provider must offer customer service to handle a large volume of phone calls and emails *only* for the purposes of arranging appointments and meeting other requirements of this RFP. Customer service representatives must be prepared to refer customers to their respective solar PV installers for any issues outside the scope of the meter upgrades. The Green Bank will provide the names and contact information of solar PV installers for each respective customer and provide advance notice to the installers.
- The Provider must furnish technicians with any equipment needed for the purposes of installing new RGMs, plus documenting and transmitting confirmations from sites in a timely manner. Green Bank will require a complete log of meter upgrades and corresponding photos on a weekly basis.

4.2. Timeliness of Services and Warranty / Guarantee

The Provider must specify any lead times needed to train technicians and internal staff for the purposes of meeting the targets. The Provider will be responsible to ensure timely, consistent, and accurate reporting of completed meter replacements and notify the Green Bank in advance of any expected delays in completing the required tasks. The Provider must be able to satisfactorily schedule RGM upgrades based on geographical information from the Green Bank.

The Provider must specify a five (5) year workmanship warranty, including a guarantee that all upgraded RGMs are operating on at least a 4G network.

4.3. Waste and Disposal of Removed Meters

- The Provider will determine if any components of removed (3G) meters are salvageable or recyclable.
- The Provider will determine if any components of the removed (3G) meters will require special accommodations for disposal (or recycling).

 The Provider will submit a plan specifying how and where the removed meters will be disposed or recycled.

4.4. Technical and Customer Support

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

Section 5 – Terms and Conditions of RFP Participation

5.1. Reserved Rights.

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 Green Bank determines that it is in the interest of Green Bank.

5.2. Further Reserved Rights.

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.

5.3. Applicant Representations.

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

5.4. Applicant's Costs.

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.

5.5. No Commitment.

Green Bank's selection of an Applicant through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Applicant until the parties reach a mutual agreement. The Green Bank reserves to right to select additional Applicants depending on workload, progress, and deadlines.

5.6. Professional Service Agreement.

Applicant will execute a Professional Service Agreement (PSA) as set forth in the attached example form, Exhibit A. If the Applicant does not agree with any of the specific terms set forth in the PSA, the Applicant 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.

EXHIBIT A

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. <u>Scope of Services.</u> 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. <u>Period of Performance.</u> 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 <u>PRIOR</u> 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 out of pocket expenses are subject to the Green Bank's prior written approval. 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 Street 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.** <u>Subcontracting or Assignment.</u> 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.** <u>Independent Contractor.</u> 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. <u>Disclosure of Information</u>. 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.
- **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.** <u>Indemnification and Limitation of Liability.</u> 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 subconsultants 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.

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.** <u>Entire Agreement.</u> 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.
- 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 https://seec.ct.gov/Portal/data/forms/ContrForms/seec form 10 final.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.

<u>Consulting Agreements</u>. 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.** <u>Limitation on Recourse.</u> 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.

Ву: _		_
	Bryan T. Garcia, President and CEO	
CONS	SULTANT	
Ву:		
	INSERT NAME	
	INSERT TITLE	

CONNECTICUT GREEN BANK



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 — <u>Affidavit</u> By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of an <u>affidavit signed under penalty of false statement by a chief executive officer</u>, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, <u>company</u>, or <u>partnership policy</u> 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 <u>entity</u> (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 eighte	een (18) an	d understand and ap	preciate the obligations of
an oath. I am	Signatory's Title	_ of	Name of Entity	, an entity
	isting under the laws of _			
	authorized to execute and			
	and			
				d warranties of Connecticu
General Statutes §	§ 4a-60(a)(1)and 4a-60a(a)(1), as ar	nended.	
Authorized Signato	ry			
Printed Name				
Sworn and subsc	ribed to before me on tl	his	day of	, 20
Commissioner of Notary Public	the Superior Court/		Commission Exp	iration 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: only.)	Initial Certification	12 Month Anniversary Update (Multi-year contracts
	•	f change of information contained in the most elve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- "Contract" means that contract between the State of Connecticut (and/or one or more of it 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 contactor 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 <u>statewide public office</u>, 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 <u>statewide public office</u> or the <u>General Assembly</u>, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution <u>Date</u>	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>	
Lawful C	ampaign Contributions to C	andidates for the Ge	neral Assembly:		
Lawiui Ca	ampaign contributions to Co	andidates for the Ge	ileiai Assellibiy.		
Contribution <u>Date</u>	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>	
I further acknowledge receipt of SEEC Form 10, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contributions and Solicitation Limitations found in Section 14 above. Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.					
Printed Contract	or Name		Printed Name of Au	thorized Official	
Signature of Authorized Official					
Subscribed and acknowledged before me this day of , 20					
		Commissione	r of the Superior Cou	rt (or Notary Public)	
		My Commission	on Expires		



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 Affidavit	s Sworn and Su	bscribed On This Day	:]	
a contract, as of	ned, hereby swear that described in Connecticu o is authorized to exe dement in connection v	ut General Statu cute such contr	tes § 4a-81(b), or tha act. I further swear	it I am the indiv that I have no	vidual awarded such ot entered into any
Consultant's Na	ame and Title		Name of Firm (i	f applicable)	
Start Date	End	l Date	Cost		_
Description of	Services Provided:				
Is the consulta	nt a former State emp	· 		☐ YES	□ NO
Sworn as true	to the best of my knov	vledge and belie	f, subject to the pena	lties of false sta	atement.
Printed Name of	of Bidder or Contractor	Signature	of Principal or Key	Personnel	Date
		Printed Nar	ne (of above)	Award	ding State Agency
Sworn and su	bscribed before me	on this	day of	, 20	
		Commission or Notary	oner of the Superio Public	r Court	_
		My Comm	ission Expires		

Addendum A:

- Added after original RFP release (5/28/2021)
- Updated 6/15/2021

One sentence was changed in bullet #4 of Section 1.1 as follows:

1.1 Objectives of this RFP

 Work with the Green Bank to allow for verification that all data is correctly reporting for six (6) months 60 calendar days after each respective meter change. after each respective 3G sunset.