

REQUEST FOR PROPOSALS (RFP) FOR SOLAR OPERATIONS & MAINTENANCE PROVIDER FOR RESIDENTIAL CT SOLAR LEASE II (SL-2) PORTFOLIO

Proposals Due: June 7, 2023

I. PURPOSE

CEFIA Solar Services (“CSS”), the managing member of CT Solar Lease 2 LLC (“SL-2”), a subsidiary of CEFIA Holdings, LLC and a subsidiary of The Connecticut Green Bank (“Green Bank”), seeks proposals from qualified contractors or entities (“Contractor”) to serve as an operations and maintenance provider for the Green Bank’s portfolio of residential-scale solar assets owned by CT Solar Lease 2 LLC (“SL-2”). The Green Bank and its subsidiaries seek an agreement term of 1 year and will consider extended terms.

II. GREEN BANK BACKGROUND

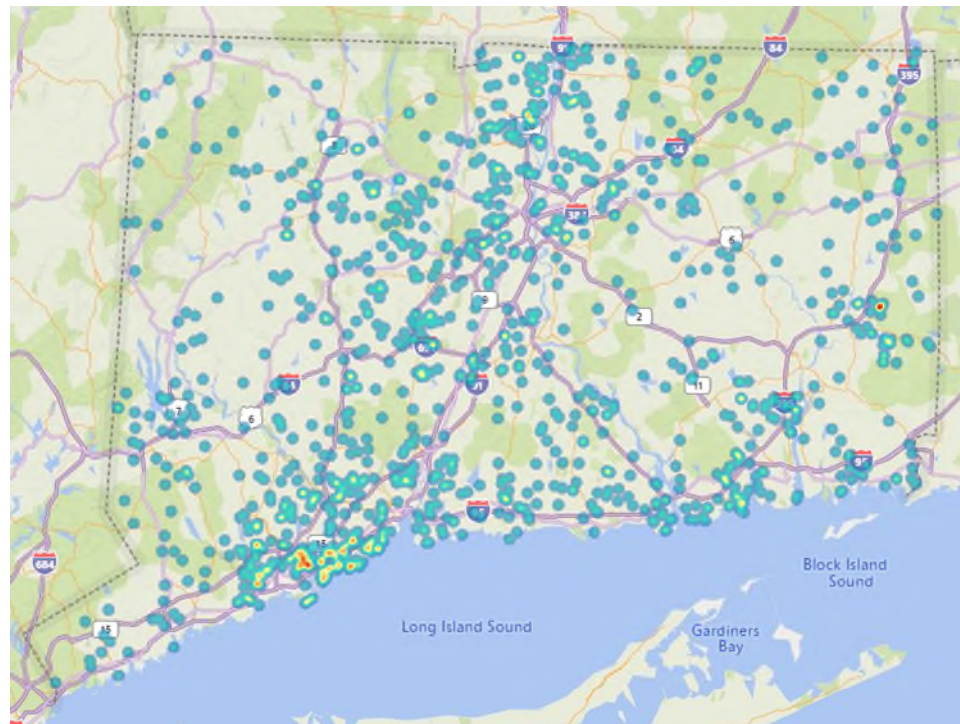
The Green Bank was established by the Connecticut General Assembly in 2011. As the nation’s first green bank, the Green Bank leads the clean energy finance movement by leveraging public and private funds to scale-up renewable energy deployment and energy efficiency projects across Connecticut. The Green 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. In 2020, the Green Bank surpassed \$2 billion of total private investment.

Green Bank develops and administers various financing programs for energy efficiency and renewable energy projects for residential, commercial, industrial and institutional customers in Connecticut. These projects include, but are not limited to, energy upgrades such as weatherization, efficient lighting, appliances, HVAC systems, fuel conversion, solar photovoltaic and hot water systems. In addition, Green Bank engages with banks, credit unions and other capital providers to attract private financing and investment to help support its programs. For more information about the Connecticut Green Bank, please visit www.ctgreenbank.com.

III. PROGRAM BACKGROUND

From 2014-2016, the Green Bank offered solar PV lease agreements to homeowners in Connecticut under the CT Solar Lease 2 program to accelerate the deployment of solar and clean energy in the State of Connecticut.

The existing portfolio consists of 1,157 projects ranging in size from 3 kW to 12 kW, totaling approximately 10 MW.



IV. BASE SCOPE OF SERVICES (Firm Fixed Pricing - Annual Basis)

Online Monitoring

- Computerized maintenance monitoring system (CMMS) to track all active and historic work, and other key asset information. CMMS records shall be available in real time for Green Bank review through a web portal.

- Remote performance monitoring¹, notification, desktop analysis, and troubleshooting – must have an effective automated system able to identify deficiencies and notify Green Bank for dispositioning corrective actions.
- Interface and communicate with different meter manufacturers and associated portals such as AlsoEnergy, Enphase, and SolarEdge to maintain remote communications and data integrity.

Communications, Recordkeeping and Scheduling

- Ability to communicate timely and professionally with Green Bank staff, homeowners, and others
- Have an available phone number, email address, and process for SL-2 customers to contact contractor directly for solar service
- Ability to have agreed upon response times to homeowners that reach out directly or that need to be contacted for an appointment including prioritizing customers with potential safety hazards
- Provide an agreed upon protocol for scheduling new projects and addressing any required customer service issues
- Provide a dedicated project manager or office staff point of contact that is available to correspond with Green Bank staff daily through email
- Weekly meetings and consistent correspondence with Green Bank Staff to review completed and ongoing maintenance
- Track all SL-2 customer interactions within the CMMS
- Work with Green Bank to log work records performed by third parties

V. DISCRETIONARY SCOPE OF SERVICES (Time and Materials Pricing)

Corrective Maintenance

- Corrective and preventative maintenance for repair work². Corrective maintenance includes any necessary repairs or replacement to mitigate any risk to the system, improve performance or minimize down time. Green Bank reserves the right to direct corrective maintenance to a bidding process.
- Possession of and ability to use solar shading analysis tools and working knowledge of solar PV design parameters.
- Extensive knowledge of current and applicable National Electrical Code with particular emphasis on Article 690.
- Desktop analysis performed on system concern(s) prior to sending a truck for an onsite evaluation.
- Corrective maintenance of power conversion devices. If appropriate, verify all micro-inverters and optimizers are functioning properly.
- Identification and documentation of sites' design or original build flaws and ability to create revised documentation as needed.
- Pursue, track, and complete warranty claims from manufacturers for faulty equipment including direct interaction with the manufacturers.

¹ All SL-2 sites are monitored remotely by Locus (AlsoEnergy). Additionally, many sites are also monitored by SolarEdge and Enphase.

²Green Bank may solicit additional bids for jobs priced at Green Bank's sole discretion.

- Provide detailed report for each visit including description, photos of areas of concern, hours spent on site, and other relevant information related to site investigation.
- Procurement of electrical and solar related equipment as needed.
- Successful bids may include following terms:
 - Material Markup – 10%
 - Subcontracted Work – 10%
 - 2-year warranty on workmanship

OBJ

VI. SUBMISSION CRITERIA & OTHER REQUIREMENTS

Respondents should complete RFP Application Form and will be assessed as noted later in this section, including their ability to meet the following requirements.

Evidence or description of how respondent will meet these requirements should be clearly addressed within the response to this RFP.

- a. Completion of RFP Application Form
- b. Ability to perform the above scope of work
- c. Workmanship warranty on repairs
- d. Reporting: Examples of maintenance reports after Preventative Maintenance Visits and Corrective Maintenance Visits (described above), as well as an annual maintenance summary report
- e. Ability to provide a customer response-time guarantee(s) and performance guarantee(s)
- f. Work Experience and Capabilities as listed below
- g. Identify account manager and qualifications
- h. Ability to provide list of technicians and office staff that would be dedicated to CSS/SL-2 contract
- i. List of subcontractors and description of subcontracted work
- j. Pricing:
 - i. Provide a lump sum firm fixed price quote for base scope services for a 12-month period
 - ii. Provide rate sheet including:
 1. truck roll costs,
 2. hourly labor rates,
 3. Subcontracted work mark-up
 4. Material mark-up
- k. Compliance with State contracting requirements
- l. Compliance with CSS/SL-2 contractor insurance requirements as listed below
- m. Financial Requirements

Financial Information –

- Provide verifiable evidence of financial solvency and health. Include the most recent two (2) years of financial statements or supplemental financial documentation, to be accepted at Green Bank's sole discretion.

Work Experience & Capabilities

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

- Number and size of projects for which respondent provides O&M services in Connecticut, the region (e.g., RI, MA, NY, NJ) and the US.
- Qualifications and relevant certifications of employees to be providing O&M services.
- Length of time respondent has been providing O&M services.
- Location of office that would be monitoring Connecticut projects.
- Locations of trucks available for dispatch
- Names of any sub-contractors with whom respondent will contract in order to cover Connecticut-based projects and location of same.
- If already providing O&M services, please provide a track record of sites' overall annual performance (weather adjusted and actual) relative to expectation, for past three years.
- At least 3 references for both respondent and any sub-contractors
- Experience with using CMMS for the purposes of tracking solar PV production.

Insurance Requirements

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

- (a) At all times when respondent is obligated to furnish services, respondent shall maintain in full force and effect, at respondent's expense, insurance coverage to include:
 - (i) Workers' compensation coverage, as required by law;
 - (ii) Employer's liability coverage, with limits of at least \$1,000,000 per accident / employee or the relevant statutory limit, whichever is greater;
 - (iii) Professional liability (errors and omissions) insurance of \$1,000,000 per claim;
 - (iv) General liability with limits of at least \$1,000,000 per accident / \$2,000,000 aggregate. The general liability insurance shall list various parties as an additional insured as required by the Green

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

Respondent will carry this insurance for its own personnel. Respondent will also require respondent's subcontractors who may be utilized under any subsequent agreement to carry their own insurance for their own personnel and to name CT Solar Lease 2 LLC, Firststar Development, LLC, CEFIA Solar Services, Inc. as an additional insured, or other entities as may be required by the Green Bank.

Assessment

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

VII. RFP MILESTONES AND TIMING

Submission Process

Each respondent shall carefully examine this RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Respondents should familiarize themselves with all proposal requirements prior to submitting their proposal. Should the respondent require clarifications or wish

to request interpretations of any kind, the respondent shall submit a written request electronically to solarlease2@ctgreenbank.com by **June 7, 2023**. Green Bank shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective respondents.

The following submission requirements must be observed for all proposals:

- a. Proposals must be received no later than **5:00 PM June 7, 2023**. Proposals received after the aforementioned date and time will not be considered.
- b. Proposals must be submitted electronically at the following email address: solarlease2@ctgreenbank.com. The subject line should be identified as: "**CT Solar Lease Residential O&M RFP Response**".
- c. Green Bank reserves the right to request an interview, supplemental information, and/or clarification from respondents as deemed necessary.
- d. Key Dates:

Project Milestone	Estimated Date
RFP Released	April 28, 2023
Clarification Questions Due	May 5, 2023
Q&A Webinar – If Needed	May 18th, 2023
RFP Responses Due	June 7, 2023; 5:00 PM EST
Contractor Award Notification	June 28th, 2023

VIII. GENERAL TERMS AND CONDITIONS

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

1. 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 Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.
2. 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.
3. Proposals must be signed by an authorized officer of the Contractor. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate

and contractually bind Contractor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.

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

6. The PSA for Operations and Maintenance for the SL-2 portfolio is on an as-needed basis and therefore Green Bank does not guarantee a specific amount of work to any contractor that is selected

7. The Green Bank also reserves the right to contact the original solar installer of any SL-2 site first if the solar installer is still in business to attempt to get repairs or corrective measures resolved if applicable.

8. Selected contractor(s) 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 THE GREEN BANK.

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement (“Agreement”) is made on **INSERT DATE** (“Effective Date”), by and between CEFIA Solar Services (“CSS”), the managing member of CEFIA Holdings, LLC and a subsidiary of the Connecticut Green Bank (“Green Bank”), 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 . 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 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 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. 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. Non-Discrimination.

- a. For purposes of this Section, “Contractor”, “contractor” and “Consultant” shall have the same meaning, “Contract”, “contract” and “Agreement” shall have the same meaning and other otherwise undefined terms have the meaning ascribed to them in Connecticut General Statutes § 4a-60g.
- b. Pursuant to Connecticut General Statutes § 4a-60:
 1. The Contractor agrees and warrants that in the Performance of this 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 of 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 of a veteran, intellectual disability, mental disability or physical disability,

including, but not limited to, blindness, unless it is shown by the 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 on Human Rights and Opportunities (the "Commission");
 3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 5. the Contractor agrees to provide 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 this Section and Connecticut General Statutes § 46a-56.
- c. Pursuant to Connecticut General Statutes § 4a-60a:
1. The Contractor agrees and warrants that in the performance of this 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 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 Contract 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;

3. the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes §46a-56; and
 4. the Contractor agrees to provide 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 which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- d. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

15. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant makes the representations set forth in the Consulting Agreements Representation (OPM Form 2) attached hereto.

16. Campaign Contribution Restriction and Certification. For all state contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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. The Consultant makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto.

17. 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.

18. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Consultant, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Consultant, (B) any principals and key personnel of the Consultant, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Consultant or principals and 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 requests 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;
- b. That no such principals and key personnel of the Consultant, or agent of the Consultant or of such principals and key personnel, knows of any action by the Consultant to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Consultant to provide a gift to any such public official or State employee; and
- c. That the Consultant is submitting bids or proposals without fraud or collusion with any person.

19. Large State Contract Representation for Official or Employee of Quasi-Public Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Green Bank official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation 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.

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

21. Non-impairment and Assessment. As a further inducement for the Consultant to enter into this Agreement, subsection (h) of section 16-245n of the Conn. General Statutes is incorporated into this Agreement.

22. 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.

23. 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.

CEFIA SOLAR SERVICES, INC., AS MANAGING MEMBER

By: _____
Bryan Garcia
President and CEO

CONSULTANT

By: _____
INSERT NAME
INSERT TITLE



**STATE OF CONNECTICUT
CONSULTING AGREEMENT REPRESENTATION**

Representation to accompany a purchase of service contract 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).

INSTRUCTIONS:

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):** Mark the fields below with "Not Applicable (N/A)". Sign and date the form on the second page in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency at the time of contract execution.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ Name of Firm (if applicable)
 Consultant's Name and Title

_____ Cost
 Start Date End Date

The basic terms of the consulting agreement are: _____

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

SIGNATURE AND NOTARIZATION ON NEXT PAGE

Contractor

Contractor Name: _____

Name of Signatory (print): _____

Title of Signatory: _____

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any 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 submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), 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

Check One:

Initial Certification

Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

