



REQUEST FOR QUALIFICATIONS FOR TECHNICAL SERVICE PROVIDERS

The Connecticut Green Bank (“Green Bank”) is issuing this solicitation to establish a pool of qualified vendors (e.g., consultants, technical professionals, engineers, etc.) to provide the Green Bank with diverse technical, energy, environmental, and financial services on an ongoing basis and possibly on short notice (with exceptions, the Green Bank defines “short notice” as three to six months). The Green Bank seeks these qualified vendors to support its efforts to stimulate the growth and development of clean energy and environmental infrastructure investment in Connecticut - growing the state’s economy, strengthening its communities, and protecting the environment. The selected firms may be invited to support any new or existing Green Bank program to provide technical services as needed.

The Green Bank anticipates awarding specific scopes of work either directly or through future competitive processes amongst the qualified vendors.

Selected vendors will be qualified under this solicitation for three (3) years. Green Bank anticipates opening the solicitation for the qualification of additional vendors sometime within the next three years.

Green Bank has broadly defined its needs across the following Support Areas, which are described in greater detail in this solicitation:

- A. Energy Generation Technology
- B. Utility-Scale Resources
- C. Transportation
- D. Environmental Infrastructure¹
- E. Hydrogen
- F. Novel Solutions
- G. Climate Change Impacts, Resilience, and Adaptation Analysis

Vendors may submit a proposal to provide services in one, multiple, or all of the Support Areas listed above. **Proposals should clearly identify which of the Support Areas and tasks (outlined below) their proposal is intended to address.**

¹ Public Act 21-115 (“An Act Concerning Climate Change Adaptation”) expanded the Green Bank’s scope to include environmental infrastructure. <https://www.cga.ct.gov/2021/ACT/PA/pdf/2021PA-00115-R00HB-06441-PA.pdf>

GREEN BANK BACKGROUND

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

PROGRAM REQUIREMENTS

Services Requested:

As a result of this solicitation, the Green Bank expects to retain qualified vendors to provide services in each of the specific Support Areas. The number and type of services requested from the qualified vendors will depend on the nature and complexity of the project, the vendor's expertise, the volume and frequency of the services requested by the Green Bank, the vendor's past performance, and the absence of conflicts of interest. The Green Bank does not guarantee that all types of services will be requested or that all qualified vendors will receive work.

Upon a successful demonstration within a proposal, the Green Bank may designate vendors that have demonstrated "specialized capabilities" in specific areas. For example, a vendor may be designated as having specialized capabilities for a particular type of service requested if it demonstrates that it possesses exceptionally scarce qualifications or experience, specialized equipment or facilities not readily available from other sources, or proprietary data or methods. Submitted proposals should clearly articulate any proposed specialized capabilities, supported by a justification as to why these attributes may be exceptionally scarce, specialized, or proprietary. The Green Bank reserves the right to make all decisions regarding a successful demonstration of a specialized capability.

Vendors are permitted, but not required, to team with partners (subcontractors) that they consider to have complementary expertise in the identified Support Areas.

Support Areas:

Vendors are invited to submit a proposal describing their qualifications, skills, expertise with documented references, and personnel rates in any or all of the Support Areas described below.

A. Energy Generation Technology

Distributed Energy Resources including, but not limited to, solar PV, battery storage, and fuel cells.

B. Utility-Scale Resources

Including, but not limited to, solar PV, battery storage, offshore wind, as well as transmission and distribution.

- C. Transportation
Including, but not limited to, alternative fuels, zero emission vehicle technologies, and vehicle-to-grid.
- D. Environmental Infrastructure
Including design and planning services in areas of water (drinking water, wastewater, and stormwater), waste and recycling, land (agriculture, parks & recreation, and land conservation), and nature-based solutions to climate resilience, including ecosystem services and carbon offsets.
- E. Hydrogen
Including, but not limited to, generation, end-uses, and storage.
- F. Novel Solutions
Including, but not limited to, new technology (either hardware or software).
- G. Climate Change Impacts, Resilience, and Adaptation Analysis
Including, but not limited to, impacts of climate change in Connecticut and adaptation and resilience strategies. Requests could either be quantitative (e.g., energy system modeling) or qualitative (e.g., literature review and synthesis). Proposers should note if they have experience with climate-related equity issues.

Examples of types of requests could include climate impacts to vulnerable populations, impacts to the physical energy system, financial impacts to the energy market(s), benefit-cost analysis of adaptation or resilience measures, case studies of adaptation implementation, economic impacts on a specific sector, and any other similar activities.

Examples of Tasks:

The Green Bank may call upon the selected vendors to assist with the following tasks:

- A. Life Cycle Assessments
Perform life cycle assessments for clean technologies and products.
- B. Macroeconomic Analysis and Modeling
Assess the impacts of energy and environmental policies on Connecticut's employment, income, output, mobility, and other parameters. Analyses may be required to account for changes in investment and incremental costs of new technologies, energy savings from use of new technologies, changes in the price of electricity and other fuels, changes in energy expenditures and revenue to energy providers, opportunity costs, and changes from consumer and business expenditure patterns due to revenue that may be collected to cover the costs of the policies. Analyses may be conducted on a net impact basis; and any other similar activities.
- C. Forecasting of Energy Use, Prices, and Greenhouse Gas Emissions

Model an energy system on a “bottom-up” or “top-down” basis and produce long-term scenarios and forecasts. Output may include projections of energy demand by sector, subsector, technology, and fuel/energy carrier; projections of energy supply by technology and fuel; and projections of fuel and electricity prices. Outputs may also include emissions associated with these scenarios and forecasts.

D. Health and Environmental Impacts

Perform environmental and health impact assessments to evaluate programs or projects, including but not limited to, emissions measurements, emission inventory estimates, regional or micro-scale air quality modeling, or other health impacts analysis (both human, wildlife, and ecosystem impacts).

E. Environmental Infrastructure Support

Provide assistance that supports the work of the environmental infrastructure business unit, including, but not limited to:

- Property and boundary surveys
- Environmental assessments and impact evaluations
- Stormwater management planning
- Land management and site planning
- Identify wetlands and other natural resources
- Natural resource conservation and nature-based solutions design and implementation
- Master planning
- Analysis of design alternatives
- Project cost estimating

F. Policy Analysis

Support the Green Bank in the development of new policies to confront climate change and perform analyses and assessments of energy- or environmental infrastructure-related public policy initiatives that may be qualitative or quantitative and include:

- Assessments of best practices regarding regulatory and market-based policies to promote clean energy, energy efficiency, or environmental infrastructure-related goals and objectives
- Analysis of proposed policy initiatives regarding energy supply and costs
- Estimated effects on businesses in the State of Connecticut
- Impacts on consumers (i.e., ratepayers or taxpayers)
- Direct job impacts
- Fiscal and tax implications to the State of Connecticut

G. Technology Assessment

Perform analyses and assessments of energy- or environmental-infrastructure-related technology that may be qualitative or quantitative and include:

- Technology viability assessment

- Penetration studies including analysis of market activity of specific energy technologies, relative to other technologies, and changes over time, including historic information and forecasting of future activity.

H. Program Development

Support the Green Bank in the development of new programs to achieve state policy goals including, but not limited to, customer interviews, market sizing, peer analysis, deployment plan.

I. Facilitation Services

Support development of strategic engagement plans, create collaborative processes for problem solving, moderate, mediate, or facilitate meetings or workshops. Proposers may be asked to support the identification of appropriate stakeholders to invite to meetings, draft meeting agenda and briefing documents, conduct issue-specific research and interviews, as well as summarize meeting outcomes. Proposers must have experience in strategic facilitation, project management and planning, and encouraging dialogue to advance common understanding and problem solving among diverse groups of stakeholders. Also evaluate existing environmental attribute markets and develop new markets.

QUALIFIED VENDORS

A pool of qualified vendors will be selected through this solicitation and may be called upon to submit proposals for specific scopes of work as needs arise. No estimates can be made in advance as to the type, amount, and complexity of the work each vendor may be requested to perform. Qualification through this solicitation is not a guarantee for any specific amount of future work.

There will be no initial cap to the number of proposals accepted or selected in any one subject matter area; however, Green Bank may subsequently institute a cap for any or all Support Areas as a means of managing the number of resultant contracts. Green Bank anticipates convening its team on an annual basis to review and evaluate new proposals on a schedule depending on Green Bank's needs and on the number of new proposals that are received. Upon appropriate notice, Green Bank may forego or discontinue the rolling open enrollments to manage the number of resultant contracts.

The amount of work assigned to each vendor will depend on its particular expertise, the amount of work requested in the vendor's support area, past performance, current workload, actual or perceived conflicts of interest, references, deadline requirements, and the ability of the vendor to fulfill a Support Area, provide high quality, cost-effective, and timely services.

FUNDING & SCHEDULE

Funding will be identified on a project-specific basis, and will be determined, in part, on the scope and subject matter of a future Professional Services Agreement, as it is developed according to needs expressed by Green Bank. Green Bank cannot anticipate whether the need will arise or if funding will be available for any, or all, of the Support Areas listed above.

Qualification through this solicitation will be for a period of three (3) years.

PROPOSAL PROCESS

This solicitation period will be open between May 26 – June 30, 2023. All proposals must be received by Friday, June 30, 2023 at 11:59pm Eastern. Late proposals will not be accepted.

Each proposer shall carefully examine this solicitation and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this solicitation process. Proposers should familiarize themselves with all proposal requirements prior to submitting their proposal. Should the proposer note any discrepancies, require clarifications, or wish to request interpretations of any kind, they shall submit a written request to Joe Buonannata, by email at Joe.Buonannata@ctgreenbank.com. The Green Bank shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective proposers.

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

- a. Proposals must be received no later than June 30, 2023 at 11:59pm Eastern. Proposals received after the aforementioned date and time will not be considered.
- b. Proposals shall be submitted electronically to RFP-Responses@ctgreenbank.com. The subject line should be identified as: "Proposal for Technical Service Provider."
- c. Electronic submission only. Vendors may submit Word, Excel, or PDF files. Individual files should be 100MB or less in file size. Proposal PDFs should be searchable and not scanned. For ease of identification, all electronic files must be named using the proposer's entity name in the title of the document.
- d. Vendors may be required to interview with the Green Bank staff if deemed necessary.
- e. Final decisions will be made on/around July 31, 2023.

PROPOSAL FORMAT

The following format should be followed in order to provide the Green Bank with a working basis on which to compare one proposal with another. Each of the elements within this outline is expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification. Please limit proposals to no more than 10 pages.

- EXECUTIVE SUMMARY
 1. General background of Vendor, including history of the company, number of employees, clients and retail projects evaluated, including a description of the

projects and their size, and whether your organization has a formal diversity program and is a woman- or minority-owned business.

2. Listing of three (3) clients for reference use for whom Vendor has performed similar services (Support Area or task) as those contemplated by this solicitation. Please include the name and telephone number(s) of the contact person at each reference.
3. Description of any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with the Green Bank. A description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.

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

- **EVALUATION PROCESS**

The information provided in each RFQ Response will be evaluated first for completeness and consistency with the documentation requirements outlined above. The Green Bank may ask the Applicant for additional information to complete the application and will ultimately reject incomplete submissions.

In qualifying firms to work in specific Support Areas, the Green Bank will review submissions based on:

- Relevant experience and qualifications
- Diversity of staff on the team
- Organizational and management capability
- Experience and qualifications in providing similar services in other states and to other companies or government agencies
- Availability and accessibility of staff assigned to the engagement

GENERAL TERMS AND CONDITIONS

If a Vendor elects to respond to this solicitation, submission of their qualifications assumes the acceptance of the following understandings:

- a. The Green Bank reserves the right to not qualify any or all of the submissions received in response to the RFQ, to waive irregularities or to cancel or modify the solicitation in any way, and at any that the Green Bank chooses, in its sole discretion, if the Green Bank determines that it is in the interest of the Green Bank.
- b. Qualifications must be signed by an authorized officer of the Vendor. Qualifications must also provide name, title, address, and telephone number for individuals who may be contacted for the purpose of clarifying or supporting the information provided in the qualifications.

- c. The Green Bank will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this solicitation.
- d. The Green Bank's qualification of a Vendor through this solicitation is not a contract for a scope of work.
- e. In the event that a vendor is selected through competitive solicitation, the vendor will execute a Professional Service Agreement ("PSA") as set forth in the attached Exhibit A. If the Vendor does not agree with any of the specific terms set forth in the PSA, the Vendor must set forth such terms and rationale in their response to this solicitation.
- f. Qualification through this solicitation should in no way be interpreted as a guarantee of work. The Green Bank anticipates awarding specific scopes of work either directly or through future competitive processes amongst the qualified vendors.

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

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement (“Agreement”) is made on **INSERT DATE** (“Effective Date”), by and between the CONNECTICUT GREEN BANK (“Green Bank”), a quasi-public agency of the State of Connecticut, having its business address at 75 Charter Oak Avenue, Suite 1-103, Hartford, CT 06106, and **INSERT NAME** (“Consultant”), having its business address at **INSERT ADDRESS**. Green Bank and Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY; and

WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;

NOW, THEREFORE, Green Bank and Consultant, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide Green Bank with professional consulting services (“Work”) as detailed in Consultant’s proposal in Attachment A, which is incorporated into this Agreement. **In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.**

[INSTEAD OF AN ATTACHMENT, YOU MAY DROP-IN THE SCOPE OF SERVICES.]

2. **Period of Performance.** Green Bank agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date (“Period of Performance”), unless earlier terminated in accordance with Section 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by Green Bank and Consultant.

3. **Payment.** Green Bank agrees to pay Consultant for the Work performed within the Scope of Services of this Agreement, but in an amount not-to-exceed **INSERT AMOUNT** inclusive of hourly fees and any other expenses. The person(s), and their title and their hourly rate, performing the Work under this Agreement are as follows:

INSERT NAME(S) AND TITLE(S)

INSERT HOURLY RATE

THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY GREEN BANK AND CONSULTANT PRIOR TO ANY WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

4. **Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees **and expenses.** **Out of pocket expenses shall be billed at cost**

with receipt. Expenses above \$75.00 are subject to the Green Bank's prior written approval [only if applicable, otherwise remove]. All invoices shall be subject to Green Bank's approval for conformity with the terms and conditions of this Agreement. For approved invoices, Green Bank will pay Consultant within thirty (30) days of receipt by Green Bank of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to Green Bank in connection with Work performed under this Agreement. Invoices shall be submitted to:

Connecticut Green Bank
75 Charter Oak Avenue
Suite 1-103
Hartford, CT 06106
Attn: Accounts Payable Department

UNDER NO CIRCUMSTANCES WILL GREEN BANK ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

5. Subcontracting or Assignment. Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from Green Bank.

6. Independent Contractor. Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of Green Bank except within the Scope of Work of this Agreement or any other active agreements between Green Bank and Consultant.

7. Disclosure of Information. Consultant agrees to disclose to Green Bank any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to Green Bank without the prior written permission of Green Bank, unless such information is otherwise available in the public domain.

8. Termination. (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, Green Bank shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by Green Bank, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Green Bank or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or

conditions that do not reasonably apply to such transition assistance. Green Bank will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If Green Bank terminates this Agreement for cause, then Green Bank will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages Green Bank may have otherwise accrued as a result of said termination.

9. Indemnification and Limitation of Liability. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Green Bank, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

10. Quality of Service. Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.

11. Severability. In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

13. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be

resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue Green Bank in court other than the above courts with respect to any dispute related to this Agreement.

14. 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 and its authorized signatory represents that Consultant:

[select response below by initialing]

_____ has NOT entered into any consulting agreements in connection with this Agreement.

_____ has entered into consulting agreement(s) in connection with this Agreement, as described in the Consulting Agreement Representation attached hereto.

The undersigned, being the person signing the Agreement, swears that the representation in this Section of the Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

"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.

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.

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President and CEO

CONSULTANT

By: _____
INSERT NAME
INSERT TITLE



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.

All Campaign 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 candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20 ____.

Commissioner of the Superior Court (or Notary Public)

_____ My Commission Expires