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# Request for Proposals for Revenue-Grade Meter (RGM) Upgrade Provider

For

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

Program Opportunity # CGB-RGMUP2024  
May 17, 2024

APPLICATIONS ACCEPTED FROM MAY 17, 2024 THROUGH JUNE 14, 2024

Connecticut Green Bank  
Incentive Programs  
75 Charter Oak Avenue Suite 1-103  
Hartford, CT 06106  
Telephone: 860.563.0015  
E-mail: [solarassetmanagement@ctgreenbank.com](mailto:solarassetmanagement@ctgreenbank.com)

This document is available on the following Green Bank Web page:  
<http://www.ctgreenbank.com/about-us/open-rfps>

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## Section 1 – Introduction

### 1.1. Scope

#### a) Objective and Opportunity

1. This RFP seeks to identify Providers of RGM upgrade services in the state of Connecticut.
2. It is anticipated that up to 500-meter replacements will be required per year throughout the state. This quantity may be revised up or down depending upon the actual needs of the Connecticut Green Bank (“Green Bank”).
3. Independent contractors will be considered for this RFP.

#### b) Scope of Services

1. Bidder will procure and install RGMs throughout the state of Connecticut.
2. Prior to beginning the work required by this Agreement, the Green Bank will provide a list of customers to Bidder which will specify the meters in need of upgrades. It is the responsibility of the bidder to determine the location of RGM’s at each residence prior to scheduling upgrades.
3. The Green Bank may periodically update or revise the list as needed.
4. Bidder may be provided with access to Green Bank’s customer record portal and/or other information which shall be treated as confidential. No Personally Identifiable Information (PII) can be shared with anyone other than the Green Bank or Bidder staff and such PII shall be used exclusively for the purposes of performing RGM upgrades in association with this contract.
5. Bidder will engage residential customers (identified by the Green Bank) to arrange appointments and address customer inquiries related to the meter upgrades, unless otherwise specified. The Green Bank may elect to contact customers, but Bidder shall be responsible for scheduling and communicating with the customer.
6. Bidder is responsible for coordinating work and appointment schedules and ensuring that customers will be available as necessary to provide access prior to arrival at the customer site for upgrade.
7. Bidder will be permitted to upgrade meters without a scheduled appointment if the meter is confirmed to be outside and easily accessible. In such instances, Bidder will leave a door hanger or other means of notifying the customer of the upgrade.
8. The Green Bank will not accept charges for unsuccessful meter upgrade attempts caused by:
  - a. customer unavailability, Contractor is responsible for coordinating with customer regarding their availability at all times.
  - b. Contractor’s failure to review available photos from original installation
  - c. Contractor’s failure to confirm proper communication of the meter to the monitoring portal while at the site.
9. Bidder shall be responsible for providing necessary information to allow for proper reporting, typically this includes providing a photo and list of Node ID’s for entry into the Locus portal.

10. Bidder will define a primary point of contact who can address the Green Bank's requests in a timely manner, during normal business hours.
11. No storage fees can be invoiced to the Green Bank.
12. Bidder will furnish the necessary field personnel, equipment and any other necessary means to complete the Work unless explicitly stated otherwise.
13. Bidder is required to perform work in accordance with applicable law and associated codes and standards required or customary in the solar PV installation industry.
14. Bidder is not authorized to perform any work at a site beyond meter work outlined herein.
15. If metering providers are unable to supply equipment in a manner needed for Bidder to complete the upgrades on schedule, Bidder must notify the Green Bank immediately.
16. Bidder must 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. Bidder will need to work with metering companies to arrange any return merchandise authorizations (RMAs).
17. Bidder shall at all times during the performance of the Work and the duration of this Agreement maintain insurance from an insurance company reasonably satisfactory to Client as follows: Commercial general liability insurance on ISO form CG 00 01 04 13, or equivalent acceptable to Client, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all occurrences. The policy must name Client as an additional insured with ISO form CG 20 26 04 13 and CG 20 37 04 13, or equivalents acceptable to Client, and specify that Client will receive notice of cancellation or modification to the policy at least 30 days prior to such cancellation or modification taking effect, provided that, if the policy does not obligate the insurer to provide such notice directly to Client then Bidder shall provide Client with notice of cancellation or modification to the policy at least 30 days prior to such cancellation or modification taking effect; (b) automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000); (c) Workers Compensation and Employers Liability insurance as required by the State of jurisdiction, with EL limits of not less than One Million Dollars (\$1,000,000); (d) umbrella/excess liability covering over the aforementioned underlying policies and limits, with limits of not less than Five Million Dollars (\$5,000,000). Bidder shall provide the Client, within ten (10) Days of the Effective Date, evidence of the Insurance required in this section. CT Solar Lease will be notified by Bidder within ten (10) Days of any changes, suspensions, or cancelations of any Insurance required in this section.
18. Bidder shall not subcontract the work unless explicitly approved in writing by the Green Bank
19. The Bidder shall dispose or recycle old meters/modems in accordance with applicable law.
20. The Bidder 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 Bidder must respond to the Green Bank requests within two (2)

business days with a status report and plan for correcting the issues. The Bidder 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.

c) Payment

1. Information required for payment shall include photos, dates, and any changed customer identifying information for each upgrade.
2. The Green Bank will issue payment for meters upon receipt of a monthly invoice, photographic proof of each meter change, and confirmation that each site is populating data in our preferred monitoring platform for one month following the install date.

## Section 2 – Application Process

### 2.1. RFP Schedule

RFP Responses will be accepted through June 14, 2024. The Bidder’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 Bidder submissions are due at 5:00PM on the dates specified.

Description	Date
RFP Issued	Friday, May 20, 2024
Due date for Bidder questions	Friday, May 31, 2024
Due date for Green Bank Responses	Friday, June 7, 2024
Bidder Final Responses Submission Due Date	Friday, June 14, 2024
Green Bank Decision & Bidder(s) Notification	Friday, June 21, 2024
Professional Services Agreement Signature Due Date	Friday, June 28, 2024

### 2.2. RFP Response Process

The RFP Response process is as follows:

- A complete RFP response will be submitted by the Bidder to the Green Bank at
- The Green Bank will send an email notifying the Bidders 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 Bidders that their application has been rejected.
- The Green Bank may contact the Bidder 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 Bidders if their application has been selected or not.
- Bidders may elect to limit scope of installations to certain geographic areas to optimize costs however preference may be allocated to bidders which can cover the entire state due to reduced administrative burden on the Green Bank.

### 2.3. 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 Bidder 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.**

This section outlines the content and format requirements for all RFP Responses. The Green Bank may contact the Bidder 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 [solarassetmanagement@ctgreenbank.com](mailto:solarassetmanagement@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.

Details required in Bidder's response are as follows:

- Description of the Bidder
- Experience with solar PV monitoring technologies related to the work described in this RFP.

**Bidder Services:**

- Staffing capability of qualified technicians in Connecticut
- Scheduling upgrades, managing technicians
- Appropriate professional licensing where needed (e.g., electrician)

**Cost:**

Barring any exceptions approved prior to work by the Green Bank, firm, fixed unit costs shall be submitted for each of the following meter upgrade types. Pricing shall include all effort necessary to schedule and install the associated meter.

- All new AlsoEnergy LGate CATM1 Upgrades (required)
- All new Enphase Cell Modem Upgrades (optional)
- Enphase Connect to Wifi1 (no equipment, optional)
- All New SolarEdge (Screened) - Cell-A (optional)
- All new SolarEdge (Non-Screened) - Cell-B (optional)
- Sense Meter Installation (optional)

Bidder shall submit labor rates for consideration in work outside the scope outlined herein.



## Section 4 – Terms and Conditions of RFP Participation

### 4.1. 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.

### 4.2. 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.

### 4.3. Bidder Representations.

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

### 4.4. Bidder'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.

### 4.5. No Commitment.

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

### 4.6. Professional Service Agreement.

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

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 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](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
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.

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

Start Date End Date Cost

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

**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.**

**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:**

