



Request for Proposals for Evaluation, Measurement, and Verification Consultant

for
Energy Storage Solutions (ESS) Program

October 31, 2024

APPLICATIONS ACCEPTED BY 3 WEEKS AFTER RELEASE, October 31, 2024

Connecticut Green Bank
Incentive Programs – Electric Storage Program
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Section 1: Summary

1.1 Statement of Purpose

On July 28, 2021, the Connecticut Public Utilities Regulatory Authority (PURA) issued a final Decision in Docket No. 17-12-03RE03¹, which established a statewide electric storage program (Program), available to all customers and customer classes within the service territories of The Connecticut Light and Power Company d/b/a Eversource Energy (Eversource) and The United Illuminating Company (UI), collectively the electric distribution companies (EDCs). The program, launched in 2022, will be delivered over nine years in three-year cycles, giving the parties and the Authority opportunities to update the program guidelines as new circumstances may dictate. The Program Administrators (PAs) consist of the Connecticut Green Bank (Green Bank) and the EDCs.

PURA's subsequent determinations are presented in three Decisions. Docket 21-08-05 reviewed and approved "certain documents developed and proposed by [...the Program Administrators] to administer the statewide electric storage program..."¹ Dockets 22-08-05 and 23-08-05 addressed program related topics associated with the individual year's program performance. Subsequent to the issuance of the final decision in the 2023 docket, PURA approved Motion No. 23², expanding the range of program years that are to be included in the annual report filings under Order 3³.

Docket 24-08-05, currently an open docket, will address similar topics as well as its review of the current EM&V consultant's full report on the Program metrics for the first three-year program cycle.⁴

The Authority has identified the following objectives for an electric storage program in Connecticut:

1. Provide positive net present value to all ratepayers, or a subset of ratepayers paying for the benefit that accrue to that subset of ratepayers;
2. Provide multiple types of benefits to the electric grid, including but not limited to, customer, local, or community resilience, ancillary services, peak shaving, and avoiding or deferring distribution system upgrades or supporting the deployment of other distributed energy resources;
3. Foster the sustained, orderly development of a state-based electric energy storage industry;

¹ Decision in Docket 21-08-05, Summary, p. 1

² Docket 23-08-05 Motion 23

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/\\$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf)

³ [https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/\\$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf)

⁴ The Program Administrators filed the consultant report with PURA in Dockets Nos. 23-08-05 and 24-08-05 on June 17, 2024, as Attachment 1 of their Compliance filing.

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/e4d7e4d486a5de2785258b3f006843af?OpenDocument>

4. Prioritize delivering increased resilience to: (1) low-to-moderate income (LMI) customers, customers in environmental justice or economically distressed communities, customers coded medical hardship, and public housing authorities as defined in Conn. Gen. Stat. t. § 8-39(b); (2) customers on the grid-edge who consistently experience more and/or longer than average outages during major storms; and (3) critical facilities as defined in Conn. Gen. Stat § 16-243y(a)(2);
5. Lower the barriers to entry, financial or otherwise, for electric storage deployment in Connecticut;
6. Maximize the long-term environmental benefits of electric storage by reducing emissions associated with fossil-based peaking generation; and
7. Maximize the benefits to ratepayers derived from the wholesale capacity market.

In the Final Decision in Docket No. 17-12-03RE03⁵, the Authority directed the Program Administrators to retain a third-party EM&V Consultant to evaluate, measure, and verify results of the Program and prepare annual reports of varying scopes for review and approval by the Authority. The Final Decisions by PURA, in their entirety, provide the basis for the scope of work to be performed by a third-party EM&V Consultant retained through this RFP.

The Authority anticipates that an amount not to exceed five percent of the total Program costs⁶ for any three-year program cycle will be available for services procured through this RFP.

Section 2: Scope of Work

Connecticut Green Bank requires that agreements be reevaluated every three years and this proposal would be for the 2025-2027 second program cycle.

Through this RFP, the Program Administrators seek to retain a third-party company to evaluate, measure, verify, and report results of the Electric Storage Program, in accordance with the guidance and directives of the Public Utilities Regulatory Authority (PURA) in its final Decisions in Docket Nos. 17-12-03RE03, 21-08-05⁷, 22-08-05⁸, 23-08-05⁹, subsequent Final Decisions on the Program, and relevant approved motions not

⁵ Docket No. 17-12-03RE03 Final Decision

<https://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/6991ef77ba07bae185258752007994f7?OpenDocument>

⁶ Docket No. 24-08-05 Order 3 Filed July 31st, 2024

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ddbe0b811039ecbc85258b6c006b2d61?OpenDocument>

⁷ Docket No. 21-08-05 Final Decision

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ce46b62745eb17f1852587a500620b71/\\$FILE/210805-120821.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ce46b62745eb17f1852587a500620b71/$FILE/210805-120821.pdf)

⁸ Docket No. 22-08-05 Final Decision

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/5494c093c39b7f308525891f00571bba/\\$FILE/220805-122122.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/5494c093c39b7f308525891f00571bba/$FILE/220805-122122.pdf)

⁹ Docket No. 23-08-05 Final Decision

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/d7b4cb81bf3765ea85258a7600551890/\\$FILE/230805-112923.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/d7b4cb81bf3765ea85258a7600551890/$FILE/230805-112923.pdf)

included in the Decisions (see the above reference to Motion 23¹⁰ in Docket 23-08-05). The EM&V Consultant will review and recommend modifications, if deemed appropriate, regarding Program metrics, associated calculation methodologies, and data requirements for verifying program performance.

The selected EM&V consultant will be responsible for the following tasks:

- Program Metrics Update Annual Reports¹¹
- 2025-2027 Program Cycle Report¹²
- Battery performance and program metric reports
- Any additional PURA requirements as the program evolves
- Technical presentations to PURA as directed by Green Bank

2.1 Program Metrics Update

The selected EM&V Consultant will be responsible for updating data inputs to the Program metrics approved in PURAs Decisions, which include, but are not limited to:

- The actual, realized benefit-cost ratios for all five cost tests listed in Section IV.
- Program incentive funds disbursed (\$);
- Program administrative costs (\$);
- Installed system cost (\$/kW and \$ \$/kWh);
- Installed capacity (number of units, kW, and kWh);
- Number of residential, LMI and underserved community, and C&I units installed.
- Percentage of total residential deployment receiving the upfront incentive adder for low-income customers and underserved communities;
- Percentage of residential deployment in underserved communities;
- Percentage of residential deployment to customers enrolled in a utility hardship program;
- Amount of kW per called event;
- Peak demand savings (kW) based on ISO-NE definition for both active and passive demand response;
- Fraction of usable solar energy used for back-up power, as well as passive and active demand response by location, anonymized and aggregated for public reporting;
- Number of back-up power incidents and peak dispatch events, and battery availability for the incident and events by location, anonymized and aggregated for public reporting;
- Aggregate avoided emissions (CO₂, NO_x SO_x);
- Emissions data (CO₂, NO_x SO_x) at the most granular level practicable; and
- Average project metrics, such as:

¹⁰ Docket 23-08-05 Motion 23

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/\\$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf)

¹¹ Docket 24-08-05 Order 3 Filed July 31st 2024

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ddbe0b811039ecbc85258b6c006b2d61?OpenDocument>

¹² Docket 24-08-05 Program Cycle Report June 17th 2024 Order 4

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/e4d7e4d486a5de2785258b3f006843af?OpenDocument>

- Incentive per unit,
- Electric storage system size (kW),
- Electric storage system size (kWh)

The selected EM&V Consultant and the Program Administrators must meet the EM&V requirements as outlined in the PURA Final Decisions and associated approved Motions, and may jointly identify additional metrics to be included in the program performance verification process.

2.2 Reporting

The EM&V Consultant will be involved in the preparation of several reports to be submitted to PURA during the second three-year program cycle:

- 1) The EM&V Consultant will support the Program Administrator's filing of an annual report in each of the three years to be submitted in the appropriate Annual Review proceeding, which will be filed no later than August 1 of each year. The report will include key metrics that allow Program Administrators to make strategic adjustments, and will include, among other information, details of the savings delivered and progress on the Authority-approved Program metrics. See Order 3¹³ and Motion 23¹⁴ in Docket. No. 23-08-05's Final Decision.
- 2) The EM&V Consultant will submit a Program Cycle report on the established Program metrics no later than June 15, 2027.
- 3) During active and passive dispatch months, and no later than 30 days after the end of each month, EM&V Consultant will submit to Program Administrators for review, approval, and publication in the Program website, battery performance data at the individual and aggregate level, and all Program Metrics specified in Section 2.

The EM&V consultant will work with the Program Administrators to securely aggregate all relevant program data needed to produce the program metrics. The Consultant will produce draft versions of the metric results on at least a monthly basis. It is the desire of the Program Administrators to monitor and report program metrics and to analyze the data at least on a monthly basis.

The Green Bank will act as a central data aggregator for the three Program Administrators in collaboration with the EDCs, the Green Bank will implement APIs or other automated processes to collect raw data regarding program participant information and system use and dispatch from the EDC's. The data lives in a secure data warehouse built by the Green Bank to which the EM&V consultant will have

¹³ Docket 24-08-05 Order 3 Filed July 31st 2024

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ddbe0b811039ecbc85258b6c006b2d61?OpenDocument>

¹⁴ Docket 23-08-05 Motion 23

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/\\$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/f135699593bb495585258b470059e564/$FILE/23-08-05%20Motion%20No.%2023%20Ruling.pdf)

access.

The EM&V Consultant will maintain the privacy and data security policies of the Program Administrators at all times. They will anonymize data to prevent the sharing of Personally Identifiable Information (PII).

Section 3. Response Requirements

3.1. Eligible Applicants

Each applicant must be an established company in good financial standing and must demonstrate to the Program Administrators satisfaction that they can meet the requirements specified in this RFP. Applicants must also demonstrate experience with battery storage technologies and provide evidence they can assemble the team needed to meet the responsibilities presented in this RFP.

3.2 RFP Schedule

Description	Date
RFP Issued	October 31, 2024
Due date for Applicant questions	November 12th, 2024
Green Bank will post Q&A responses on website	November 18 th , 2024

Applicant Final Responses Submission Due Date	November 21st, 2024
Program Administrators' Decision & Bidder(s) Notification	December 5th, 2024
Professional Services Agreement Signature Due Date	December 20th, 2024

3.3 RFP Response Process

The RFP Response process is as follows:

- Questions regarding the RFP should be addressed to The Green Bank via email at RFP@ctgreenbank.com before the due date for Applicant questions noted above.
- The Green Bank will collect questions and post answers on its website¹⁵ by November 18th.
- The Program Administrators may host a webinar to answer questions.
- A complete RFP response will be submitted by the Applicant to the Green Bank at RFP@ctgreenbank.com
- The Green Bank will send an email notifying the Applicants that their application has

¹⁵ Green Bank Open and Ongoing RFP <https://www.ctgreenbank.com/about-us/rfps/>

been received.

- The Program Administrators will review the RFP responses and request missing documentation at their discretion. Staff shall assess the completeness and responsiveness of proposals to eliminate non-conforming proposals.
- During their review of applications, the Program Administrators may contact an Applicant with questions and request a meeting to discuss specific plans regarding metrics, methodologies and data requirements.
- The Program Administrators will evaluate all complete applications, and the Green Bank will send an email to each Applicant indicating if their application has been selected or not.

3.4 Evaluation Process

RFP responses will be evaluated based on the following criteria and anticipated weightings indicated below, but subject to change at the Program Administrators' discretion:

- **Technical Approach – [40%]**
 - Approach to managing data collection from the Program Administrators
 - Approach to providing required evaluation, measurement and verification activities
 - Approach to preparing the required annual report materials
 - Ability to safeguard Personally Identifiable Information (PII) and sensitive program participant data
 - Ability to meet the timelines ordered by PURA
 - Ability to help articulate the impact and cost effectiveness of the program in lay terms.
 - Demonstration on the part of the vendor that they understand the project scope
- **Qualifications and Experience – [30%]**
 - Reputation and capability of the Applicant as evidenced by a combination of customer references and peer review
 - Knowledge and practical experience that the organization possesses, including that of the staff
 - 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
- **Cost / Budget– [30%]**
 - Detailed presentation of the proposed project budget, including the proposed team, proposed billing rate for each team member, hours for each by task, anticipated expenses, any proposed discounts
 - Any billing rate escalations over the project period (2024-2027) must be included in the proposal

Section 4 - RFP Response Format

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

4.1 Proposal Delivery

RFP Responses will only be accepted in electronic format and must be submitted to RFP@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. Applications are subject to the CT Freedom of Information Act (FOIA), as described in section 22 of the example Standard Professional Services Agreement, provided in Exhibit A.

The Green Bank encourages the participation of businesses owned by Minorities, Females and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through sub-contracting efforts. Accordingly, the Green Bank requests that Applicants indicate as part of their general background response whether their firm is considered a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Environmental Protection Agency (EPA)¹⁶ and/or is certified as a Minority Business Enterprise by the Connecticut Department of Administrative Service’s Supplier Diversity Program.¹⁷

4.2 Proposal Content Requirements

Responses must be limited to twenty-five (25) pages. Supporting materials such as billing rates or key personnel resumes or client project summaries must be included in an appendix.

Responses should have the following format and address the points noted as follows:

- I. Executive Summary
- II. Corporate/Company Information
 - Relevant experience working with EDCs or public entities
 - Relevant experience evaluating battery storage programs
 - Relevant experience with benefit-cost analysis

¹⁶ EPA’s DBE program definition includes, but is not limited to, Asian Americans, Black Americans, Hispanic Americans, Native Americans, Disabled Americans, and Women. For more information, see EPA’s Frequently Asked Questions for DBEs, <https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-businessenterprises>.

¹⁷ See, https://portal.ct.gov/das/procurement/supplier-diversity/sbe-mbe-program-certification-application-smaller-minority-business-enterprise?language=en_US.

- Experience with battery storage technologies related to the work described in the RFP.
- Experience with Customer Relationship Management (CRM) software (e.g., Power Clerk, Salesforce), DERMS (e.g., Energy Hub, any future DERMS), and other data collection platforms related to the work described in the RFP.
- Any technical certification such as a SOC 2 that supports the applicant's ability to safeguard data
- Provide the names of the employees, and any subcontractors, who would be assigned to the Program Administrators for this program. Give a description of each person's experience and qualifications and indicate probable areas of responsibility.
- Identify any potential conflicts of interest arising from continued representation of your current clients and any engagements for the Program Administrators. If there are such conflicts, identify how you would propose addressing them.

III. Description of Proposal

- Describe your overall approach and qualifications for accomplishing the specific services described (data collection, metrics identification & calculation, and reporting) above. Specifically define metrics and describe how you will measure savings. Include capsule descriptions of any specific projects in an Appendix to your proposal; you may also include links to analysis, reports and other examples or relevant previous work.

IV. Detailed Program Budget

- An annual budget and milestones to complete the aforementioned scope. While the Program Administrators expect the consultant to bill costs on a monthly basis, we are open to other suggestions
- Provide proposed billing rates for all personnel expected to be involved in this project. Also include rates for any other services provided which are routinely billed.
- The rates quoted will be applicable for the entire term of the contract and will not be subject to alteration unless an extension of the scope is warranted.

V. References applicable to program:

- Provide, as references, a minimum of three clients, for whom similar services as those required by this RFP have been performed. Include the name, email address, and telephone number(s) of the contact person at each reference.

VI. Confirm your acceptance of the Terms and Conditions of RFP Participation (Section 6.0).

VII. Appendices with the requested information in section 4.2

- Financial Information – Last three years of audited financial statements

Section 5 – Services and Deliverables

All responses shall be delivered electronically to Eric Shrago, Vice President, Operations, at RFP@ctgreenbank.com per the above.

The Program Administrators reserve the right to reject responses received after the time and date set forth above. Responses will be opened at the Program Administrators' convenience on or after the RFP due date. Some dates are subject to change and may be delayed due to the different approvals required by each Program Administrator. The

Program Administrators intend to select, by December 5th, a contractor from among those that submit responses to this RFP to provide the above-stated services for a period extending through December 31, 2027. The Program Administrators, however, reserve the right to utilize the services or retain the services of any additional EM&V Contractors related to any ongoing program related matters at their sole discretion.

Note that all the information submitted in response to this RFP is subject to Connecticut's Freedom of Information Act.

All questions regarding this RFP must be submitted and received in writing, by email (RFP@ctgreenbank.com) no later than 3:00 p.m., NOVEMBER 12, 2024.

RESPONSES WILL BE AVAILABLE BY NOVEMBER 18th, 2024.

Any oral communication concerning this RFP is not binding and shall in no way alter a specification, term or condition of this RFP or indicate any selection preference other than that identified herein.

Section 6 – Terms and Conditions of RFP Participation

6.1. Reserved Rights.

Each of the Program Administrators 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 (subject to any applicable regulatory requirements), and at any time the Program Administrators choose, in its or their sole discretion, if the Program Administrators determine that it is in the interest of one or more Program Administrators.

6.2. Further Reserved Rights.

The Program Administrators further reserve 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. The Program Administrators reserve the right not to accept the lowest priced proposal.

6.3. Applicant Representations.

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

6.4. Applicant's Costs.

The Program Administrators 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.

6.5. No Commitment.

The Program Administrator's selection of an Applicant through this RFP is not an offer and the Program Administrators reserve the right to continue negotiations with the

selected Applicant until the parties reach a mutual agreement. The Program Administrators reserve the right to select additional Applicants depending on workload, progress, and deadlines.

6.6. Professional Service Agreement.

The Program Administrators will negotiate a final contract with the consultant. Applicant will execute a Professional Service Agreement (PSA) similar to the one set forth in the attached example form, Exhibit A and would need to complete other forms and contracts and adhere to the terms and conditions of all program administrators such as those set forth in the documents listed on Exhibit A, B, C and in the other exhibits. If the Applicant does not agree with any of the terms set forth herein, provided herewith, or referenced herein or on any exhibit, the Applicant must set forth such terms and rationale in your response to this RFP.

GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. THE PROGRAM ADMINISTRATORS 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 THEIR SELECTION OF A SUCCESSFUL BIDDER, THE PROGRAM ADMINISTRATORS MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH ONE OR MORE OF THE PROGRAM ADMINISTRATORS, IN ITS OR THEIR SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF SUCH PROGRAM ADMINISTRATOR(S).

EXHIBIT A – STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement (“Agreement”) is made on **INSERT DATE** (“Effective Date”), by and between the CONNECTICUT GREEN BANK (“Green Bank”), a quasi-public agency of the State of Connecticut, having its business address at 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 (“Services”) as detailed in [Attachment A][described below] (“Scope of Services”), 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 Services 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 Services 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 Services under this Agreement are [set forth in the Scope of Services][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 SERVICES 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 Services 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 Services 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 Services 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 Services 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 Services 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 Services 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 Services 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 Services 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. 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

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.

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



Attachment A – Scope of Services

Addendum A – Energy Storage Solutions Program Summary

- **Current Energy Storage Solutions Program Manual¹⁸**
- **Proposed Changes to Energy Storage Solutions Program Manual¹⁹**
 - **For Additional Information please visit <https://energystoragect.com/>**

¹⁸ Motion 3 Compliance Docket No. 24-08-05 Filed July 1st 2024

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/24343586bd7bbd3085258b4d0068d848?OpenDocument>

¹⁹ Order 3 Docket No. 23-08-05 Filed August 1st 2024

<https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/ddbe0b811039ecbc85258b6c006b2d61?OpenDocument>

Addendum B – Electric Program Storage Decisions by PURA

[Final Decision DOCKET NO. 17-12-03RE03:](#)

<http://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/6991ef77ba07bae185258752007994f7?OpenDocument>

[Final Decision DOCKET NO. 21-08-05:](#)

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/c46b62745eb17f1852587a500620b71/\\$FILE/210805-120821.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/c46b62745eb17f1852587a500620b71/$FILE/210805-120821.pdf)

[Final Decision DOCKET NO. 22-08-05:](#)

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/5494c093c39b7f308525891f00571bba/\\$FILE/220805-122122.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/5494c093c39b7f308525891f00571bba/$FILE/220805-122122.pdf)

[Final Decision DOCKET NO. 23-08-05:](#)

[https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/d7b4cb81bf3765ea85258a7600551890/\\$FILE/230805-112923.pdf](https://www.dpuc.state.ct.us/dockcurr.nsf/8e6fc37a54110e3e852576190052b64d/d7b4cb81bf3765ea85258a7600551890/$FILE/230805-112923.pdf)

[Final Decision DOCKET NO. 24-08-05: To Be Released in Q4 2024](#)

Exhibit B – Eversource Requirements

The winning bidder will be required to accept all Eversource requirements. Documents (outlined below) will be provided to bidders upon request. Request must be submitted and received in writing, by email (RFP@ctgreenbank.com) no later than 3:00 p.m., NOVEMBER 21st, 2024.

(See below for list of what to request)

- A. Consulting General Terms and Conditions
- B. Schedule 47: Tier II Supplier Diversity, Spend Requirements and Subcontracting Plan
- C. Property Impact and Incidental Property Damage Procedure
- D. Work Protocols and Environmental Requirements
- E. Contractor Background Check Policy, Version April 2, 2024
- F. Mutual Nondisclosure and Confidentiality Agreement, Version February 14, 2023
- G. Corporate Information Security Requirements, Version 01-2019
- H. Due Diligence Questionnaire

Exhibit C – United Illuminating Requirements

The winning bidder will be required to accept all UI requirements. Documents (outlined below) will be provided to bidders upon request. Request must be submitted and received in writing, by email (RFP@ctgreenbank.com) no later than 3:00 p.m., NOVEMBER 21st, 2024.

(See below for list of what to request)

- General T's and C's Avangrid Works and Services Oct 2018 Edition
- Bidder Qualifications (Tables)
- GoSupply Registration
- 2024_ANEHS-SOP-021 Contractor Safety Requirements_May 2024
- Annex 1 AVANGRID Data Security Rider 2023
- Annex 2 AVANGRID Third Party Lite Assessment
- Mutual NDA