



CONNECTICUT GREEN BANK REQUEST FOR PROPOSAL

Outside Counsel and Legal Vendors Legal Services

SERVICES BACKGROUND

The Connecticut Green Bank (the “Green Bank”) seeks proposals from qualified law firms to provide legal advice and services to Green Bank in connection with matters pertaining to public and private financing, governance, legislation, and related litigation matters.

The Green Bank is a quasi-public state agency established by the Connecticut General Assembly in 2011. As the nation’s first green bank, it is leading the clean energy finance movement by leveraging public and private funds to scale-up renewable energy deployment and energy efficiency projects across Connecticut. The Green Bank’s success in accelerating private investment in clean energy and environmental infrastructure is helping Connecticut create jobs, increase economic prosperity, promote energy security and address climate change. For more information about the Connecticut Green Bank, please visit www.ctgreenbank.com.

AREAS OF EXPERTISE

Green Bank is seeking proposals from law firms and individual attorneys with established expertise in one or more of the following areas:

1. Private and public financing and investment, including but not limited to:
 - a. Developing programs to finance and otherwise support clean energy investment in residential, MUSH market, small business and larger commercial projects;
 - b. Revolving loan programs and related credit enhancements, including loan loss reserve structures and loan guarantees;
 - c. Senior/subordinate capital structure programs (i.e. subordinated capital that is invested in a portfolio of loans or a loan for which Green Bank will earn a return);
 - d. Public bond issuances (revenue bonds) and ongoing program support;

- e. Securitizations and working with institutions and investors to aggregate “whole” loans into pools that will offer investment and ownership opportunities in the cash flows from portfolios of loans rather than the individual loans; and
 - f. Structuring special purpose entities or other legal structures to take advantage of various investor interests (i.e. tax equity) and financing risk-return arrangements (i.e. senior debt, subordinated debt, credit enhancements, etc.).
 - g. Experience in environmental infrastructure including structures, facilities, systems, services and improvement projects related to:
 - i. water,
 - ii. waste and recycling,
 - iii. climate adaptation and resiliency,
 - iv. agriculture,
 - v. land conservation, parks and recreation, and
 - vi. environmental markets, including, but not limited to, carbon offsets and ecosystem services.
2. Quasi-public and general corporate governance matters;
 3. Legislative matters affecting Green Bank; and
 4. General litigation matters related to Green Bank (the firm must have subject expertise referenced in item #1).

PROPOSAL FORMAT

I. EXECUTIVE SUMMARY

Green Bank is requesting proposals from law firms interested in providing certain legal services for Green Bank through December 30, 2027. The following format should be followed in order to provide Green Bank with a working basis on which to compare one proposal with another. Each of the elements within this outline is expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification.

II. TECHNICAL REQUIREMENTS

- A. Set forth your firm’s areas of expertise from the numbered list above.
- B. Confirmation of acceptance of the Connecticut Green Bank Outside Counsel and Legal Vendors Engagement Guidelines Legal Services (“Engagement Outlines”). **See Attachment A.**
- C. Have you represented governmental/quasi-public entities in Connecticut within the past five years? Please provide information as to the capacity, nature, and purpose of such representation.
- D. Do you foresee any potential conflicts of interest arising from continued representation of the current clients of your firm and any engagements for

Green Bank? If so, then how would you propose addressing these potential conflicts of interest?

- E. The proposal should describe your firm’s overall approach, plans, and qualifications for accomplishing the specific services described in the cover letter of this RFP.
- F. Please provide the names of the partners and associates in your firm who would be assigned to Green Bank, give a description of each person’s experience and qualifications, indicate probable areas of responsibility.

III. COST OF SERVICES

See Attachment A, Engagement Guidelines as well as the following:

- A. Please provide your proposed billing rates on this account for all of the following:
 - 1. Partners
 - 2. Associates
 - 3. Paralegals
 - 4. Any other services provided for which you routinely bill (must be consistent with **Attachment A**).

Cost estimates will be considered as “not to exceed” quotations, except to the extent that the assumed scope is changed.

The billable rates quoted will be applicable to the entire three-year term of the contract and will not be subject to increase or alteration. The proposed billing rate should not be higher than the billing rate provided to any other federal or state governmental entity.

- B. If your firm has discounted rates for governmental entities such as Green Bank, then please provide such rates.
- C. Would your firm provide alternative fee arrangements per individual projects (See Section 6 of **Attachment A**)? If so, then please elaborate on the structure of such arrangement(s).

GENERAL REQUIREMENTS AND CONDITIONS

This RFP is available on the Green Bank web site www.ctgreenbank.com/rfp

All proposals shall be delivered electronically to Brian Farnen, General Counsel and Chief Legal Officer, at Brian.Farnen@ctgreenbank.com no later than 3:00 p.m. FRIDAY, JANUARY 17, 2025.

Green Bank reserves the right to reject proposals received after the time and date set forth above. All proposals shall remain open for one hundred twenty (120) days after the RFP due date. Green Bank intends to select up to six (6) law firms from among those that submit proposals to this RFP to provide the above-stated legal services for a period of up to three (3) years. Green Bank, however, will reserve the right to utilize the services or retain the services of any other legal counsel related to any ongoing Green Bank related matters in its sole discretion.

Proposals will be opened at Green Bank's convenience on or after the RFP due date. 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 **in writing** to Blaire Backman, by email (Blaire.Backman@ctgreenbank.com), by fax (860-398-5510), or by correspondence (Connecticut Green Bank, 75 Charter Oak Ave, Suite 1-103, Hartford, CT 06106) no later than 3:00 p.m., FRIDAY, JANUARY 3, 2025.

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.

If your firm elects to respond to this RFP, then submission of your proposal assumes acceptance of the following understandings.

- Green Bank reserves the right to reject any or all proposals received in response to the RFP or to extend or cancel the RFP if it is in its best interest.
- 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 and price standpoint. Green Bank reserves the right to not accept the lowest priced proposal.
- By reference, the attached document entitled Connecticut Green Bank Outside Counsel and Legal Vendors Engagement Guidelines is incorporated herein and will be part of the agreement which the selected vendor will be asked to sign.
- Proposals should be for a period of three (3) years. If the specifications outlined in this RFP change materially during the three-year period, then Green Bank reserves the right to renegotiate or cancel the contract upon giving sixty (60) days written notice.
- Please provide, as references, a maximum of three clients, for whom your firm has performed similar services as those required by this RFP. Please include the name and telephone number(s) of the contact person at each reference.

ATTACHMENT A



CONNECTICUT GREEN BANK OUTSIDE COUNSEL and LEGAL VENDORS ENGAGEMENT GUIDELINES

The following standards are applicable to firms and legal vendors providing legal related services to the Connecticut Green Bank ("Green Bank"). The responsible Green Bank staff should be contacted prior to any deviation from these standards.

These guidelines should be carefully reviewed and communicated to all members of your organization to prevent the incurring of costs which will not be reimbursed by Green Bank.

INDEX

1.	Relationship of Outside Counsel with Green Bank Legal Staff	1
2.	Conflicts of Interest	1
3.	State Contracting Obligations	1
4.	Media Communications	3
5.	Matter Engagement	4
6.	Fee Arrangements	4
7.	Matter Specific Cost Tracking	5
8.	Staffing of Matters	5
9.	Legal Research	6
10.	Experts	6
11.	Overhead Costs	6
12.	Travel	7
13.	Reimbursable Disbursement Costs	8
14.	Invoice Requirements	8
APPENDIX:		
	<i>A Invoice Billing Format</i>	11

1. Relationship of Outside Counsel with Green Bank Legal Staff

When outside counsel are engaged to work on a legal assignment or to represent Green Bank in litigation, the Green Bank General Counsel is always responsible for managing the assignment or litigation. These important guidelines should be adhered to by your firm:

- Engagement of outside counsel must be initiated by a member of Green Bank's legal staff.
- Green Bank's General Counsel and outside counsel must discuss and agree on the strategy, considering the appropriate level of risk to be taken.
- All significant direction or decisions associated with a matter must be reviewed and approved by Green Bank's General Counsel.
- Unless requested by Green Bank's General Counsel, you should not look to Green Bank personnel who are not in the Legal Department for direction or decisions.
- Outside counsel should communicate significant developments as quickly as possible and provide copies of significant correspondence, pleadings and filings.

2. Conflicts of Interest

Green Bank expects that outside counsel will have undivided loyalty to Green Bank and will not seek or obtain cases or represent parties whose interests are adverse to Green Bank. Prior to undertaking Green Bank's representation on any matter or undertaking a matter on behalf of any party who is actually or potentially adverse to Green Bank, the firm is required to check for any actual or potential conflicts of interest that may arise from the representation. If an actual or potential conflict is found, the firm shall advise Green Bank's General Counsel, and resolve the issue. If any conflict arises during the course of a matter, notice to that effect should also be immediately conveyed to Green Bank's General Counsel.

A conflict of interest will exist not only when representation is undertaken that is adverse to Green Bank, but also when an affiliate of the firm proposes to undertake work for any party whose interests are adverse to Green Bank (e.g. the firm's lobbying arm proposes to lobby on behalf of a matter in conflict with Green Bank).

3. State Contracting Obligations

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:

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.

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.

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.

Large State Contract Representation for Contractor. Pursuant to section 4252 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.

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. Contractor agrees to amend this representation if and when any consulting agreement is entered into during the term of this engagement.



STATE OF CONNECTICUT CONSULTING AGREEMENT REPRESENTATION

Representation to accompany a purchase of service contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b).

INSTRUCTIONS:

Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Mark the fields below with "Not Applicable (N/A)". Sign and date the form on the second page in the presence of a Commissioner of the Superior Court or Notary Public.

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

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

_____ Name of Firm (if applicable)

_____ Consultant's Name and Title

_____ Cost

_____ End Date

_____ Start Date

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____ Termination Date of Employment

Name of Former State Agency

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:

Contribution
Date

Name of Contributor

Recipient

Value

Description

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



4. Media Communications

Your firm should not respond to media inquiries but instead refer them to Green Bank's General Counsel, who will interface with Green Bank's communications staff. Your firm should not refer to Green Bank matters in newsletters or in continuing legal education presentations without prior consent of Green Bank's General Counsel. You may, however, identify Green Bank as a client on firm resumes.

5. Matter Engagement

When a new matter is referred to your firm, you will receive an engagement communication from Green Bank's General Counsel. The communication will:

- provide matter information, including the matter name to be used by your firm on all related communications and invoices (each specific matter should be invoiced separately)
- request in litigation matters a cost estimate and, if the billings on the matter are expected to exceed \$10,000, an early case assessment (*described below*) including a budget.
- request in non-litigation matters a cost estimate and, if the billings on the matter are expected to exceed \$10,000, a budget.
- request a responsive/confirmation letter/e-mail from your firm.

Your firm's response/confirmation to Green Bank's General Counsel shall provide the following information:

- identify firm personnel assigned to the matter – including designated lead attorney
- confirm agreement with the Green Bank letter and guidelines.

6. Fee Arrangements

Green Bank will compensate your firm for the reasonable value of services to Green Bank. Alternate fee arrangements that provide incentives for prudent cost savings are encouraged, and we welcome your suggestions. The agreed upon fee arrangement will be confirmed in Green Bank's engagement letter. If an alternative arrangement is not used, compensation will be determined on the basis of time reasonably and appropriately spent on Green Bank matters, valued at the applicable hourly rates of the persons performing the work.

With respect to billing rates:

- The billable rates quoted for this RFP will be applicable to the entire three-year term of the contract and will not be subject to increase or alteration.
- The proposed billing rate should not be higher than the billing rate provided to any other U.S. governmental (federal, state, municipal, etc.) entity.
- The firm will have in place mechanisms that track and compare standard costs against actual costs under alternative billing arrangements. This savings data will be required on invoices and summary data may be requested on a periodic basis by Green Bank legal staff.

(Note: Fee arrangements should be defined. If those fee arrangements do not apply to a matter, these Guidelines will apply.)

7. Matter Specific Cost Tracking

The engagement letter/e-mail your firm receives on new matters from Green Bank will identify the Green Bank matter name to be used on your communications and invoices.

Use of “general” or “miscellaneous” matters, unless requested by Green Bank, is not appropriate. AN APPROVED GREEN BANK MATTER NAME MUST APPEAR ON THE INVOICE FOR PAYMENT TO BE MADE.

8. Staffing of Matters

We expect you to utilize attorneys with expertise in the particular area applicable to the engagement and, if possible, attorneys who have developed a knowledge of the Green Bank’s business. We believe that through effective and efficient staffing of matters, costs can be controlled without impacting the quality of the representation.

To ensure cost effective representation, Green Bank expects that for matters with a duration of three years or less, barring unforeseen circumstances, the outside counsel team working on the matter will remain relatively unchanged. We encourage dialog with the Green Bank General Counsel when the need arises to supplement the established team in a substantial way with personnel not involved at the initial stages of the matter (for example, during trial).

As a general matter of policy, the following standards are to be applied to staffing of Green Bank matters:

- The services should be performed by attorneys and legal assistants we have agreed upon (see Section 5, Matter Engagement) and for whom Green Bank has received prior notification of the individual’s billing rates (see Section 6, Fee Arrangements).
- We recognize that staffing changes may be necessary from time to time. The Green Bank General Counsel should be contacted before making any changes from the staff identified by your firm under the “Matter Engagement” section of these Guidelines.
- **Green Bank should not be billed for time spent by newly assigned attorneys or legal assistants to familiarize themselves with the matter.**
- Green Bank will pay for substantive work performed by summer associates in amounts not to exceed what would be incurred by a first-year associate. The firm should be sensitive to the costs of “training”.
- Green Bank will pay for only one lawyer from your firm to attend each meeting, deposition, or court proceeding unless advance approval is provided by Green Bank.
- Work should be assigned to the appropriate level of expertise, which will provide Green Bank with the most cost-effective legal service.
- Experts, investigators and consultants should be retained only when authorized by Green Bank. (See Section 10, Experts).

9. Legal Research

Green Bank's decision to retain a particular firm is based in part on the firm's expertise and knowledge. Accordingly, we assume familiarity with the basic substantive law at issue in the matter for which the firm was retained.

You should:

- utilize all appropriate sources reasonably available including previously prepared briefs and memoranda from your firm, or if available, from Green Bank.
- discuss any substantial legal research projects with us before commencing the work and obtain approval if the project is anticipated to exceed \$3,000.
- discuss the results of your research or other analysis with us before committing your research to writing. Doing so will often prevent the creation of a lengthy memorandum that could be of minimal utility. In many instances, portions of the work product may suffice as a deliverable.
- provide copies of significant research projects, opinions and briefs to us electronically.
- bill only the appropriate proportionate share of the time and expense to Green Bank if legal research applies to matters that your firm is handling for other clients.
- bill only the actual costs incurred for computerized legal research or other research services as billed by a database company.

10. Experts

The Green Bank General Counsel must approve in writing the use of experts prior to retention.

11. Overhead Costs

Green Bank considers the following to be part of the firm's overhead and included in billing rates. Other than as an imbedded portion of hourly rates or other fee arrangement, Green Bank will **not** pay for:

- Administrative or clerical services such as secretarial, messenger, docket control, filing, word processing, desk top publishing, information systems or other clerical staffing expenses
- Any overtime associated with staffing unless the person worked more than eight hours in a day on Green Bank matters.
- General "for your information" memos
- Timesheet or bill preparation
- Negotiation or discussion of billing arrangements/issues
- Commuting travel expenses
- Meals of law firm employees working after hours (not associated with travel)

- Charges for use of firm conference rooms
- Facsimile related costs, including long distance charges. Firms are encouraged to utilize scanners and e-mail to transmit documents in electronic form, enabling Green Bank to easily route or store electronically and to protect the environment.
- Office supplies and equipment such as audio visual equipment and operation, desktop publishing or other software applications
- Subscriptions to legal or industry literature and time spent in general review of such literature
- Time and expense related to attendance at seminars or continuing legal education unless specifically requested by Green Bank's legal staff.

12. Travel

Time Related Travel Costs:

- Time charges during travel time will be reimbursed only if substantive work is being performed for Green Bank.
- Time charges associated with travel between a firm's various offices should not be billed.

Travel Disbursements

- Rental car, cab fares or other shuttle services for out-of-town travel will be reimbursed, but not local travel in the location of your office.
- Use of car services is discouraged when cabs are available.
- Car mileage, for out-of-town travel, will be reimbursed at the prevailing IRS rate.
- Disbursements associated with travel between a firm's various offices should not be billed.

13. Reimbursable Disbursement Costs

Before any costs in excess of one thousand dollars (\$1,000) are expended on a single particular endeavor for copying, litigation support, document management or any other purchased service, you will consult with Green Bank and determine if the service can be provided as effectively, but for less expense, through a Green Bank service provider.

Green Bank will reimburse you for out-of-pocket expenses as identified below, except that no profit, markup or minimum charge above your actual costs will be paid.

- Photocopies – reimbursed at no more than five cents per page.
- Computerized legal research – actual invoice cost for hourly use (no reimbursement for terminal charges)
- Telephone charges – long distance and calling card associated with phone calls (no reimbursement for data communication charges)

- Postage – special delivery, certified, registered and express mail (no reimbursement for regular, first class mail)
- Fees – sheriff, court, subpoena, witness
- Courier and overnight delivery services - when necessary and unavoidable.
- Court reporters / deposition transcripts –
- Experts - need prior approval by Green Bank (See Section 11, Experts).
- Litigation support, including document coding, imaging/indexing, database creation, jury evaluation, computer simulations, mock trials (with prior approval by Green Bank General Counsel)

Outside counsel is responsible for direct payment of disbursement invoices that are less than \$1,000. These costs should then be charged to Green Bank as a disbursement on the firm's subsequent invoice.

Please note that facsimile related costs, including long distance charges, will not be reimbursed. Firms are encouraged to utilize scanners and e-mail to transmit documents, enabling Green Bank to easily store electronically and for a cleaner environment.

14. Invoice Requirements

In order to process invoices in a timely fashion, a specific invoice format is to be used. Green Bank reserves the right to audit any information used in formulating your billing statements.

A. Invoicing Procedure

- A Green Bank matter name must appear on each invoice. Invoices received without a Green Bank name will be returned to the firm.
- Invoices should be sent to the **HARTFORD CONNECTICUT** address provided by Green Bank and to the attention of the General Counsel.
- The specific formats outlined in sub-section C below must be followed to avoid payment delays resulting from returning invoices to the firm for proper format. An invoice will have two components: a single page summary (or remittance) sheet and a detailed billing statement.
- The firm should retain receipts for any disbursements exceeding \$25.00

B. Timing / Minimum Invoice Amounts

- Green Bank considers timely submittal of invoices to be a major factor in its relationship with Outside Counsel.
- Invoices should be submitted on a monthly basis.
- Time or expenses that are not submitted to Green Bank for payment within six months of the date the services/expense were incurred will not be reimbursed

- For matters which Green Bank has directed the firm to close, final invoices must be submitted to Green Bank for payment within two months of the date the firm was directed to close the matter. Invoices received after the two-month period will not be paid.

For questions regarding Green Bank Engagement Guidelines, please contact Brian Farnen, Vice President, General Counsel and Chief Legal Officer, Green Bank at 860-257-2892 or brian.farnen@ctgreenbank.com

APPENDIX A

REQUIRED FORMAT INVOICE BILLING DETAIL

XYZ LAW FIRM
555 Main Street
Hartford, CT 06102-5017

Connecticut Green Bank
75 Charter Oak Ave, Suite 1-103
Hartford, CT 06106

Green Bank MATTER NAME: Smith & Jones' FOI Request
INVOICE #: 123456
DATES OF SERVICE: July 1 – 31, 2024
INVOICE DATE: August 15, 2024

SERVICES:					
Date	Description	Name	Hours	Rate	Amount
7/2/2024	Phone conference with B. Farnen regarding schedule	A. Jones	.1	\$200	\$20.00
7/2/2024	Research issues regarding motion to dismiss including subject matter jurisdiction and mootness	K. Hayes	4.0	\$125	\$500.00
7/3/2024	Draft motion to dismiss	K. Hayes	3.0	\$125	\$375.00
7/8/2024	Finalize motion to dismiss	K. Hays	2.0	\$125	\$250.00
7/9/2024	Meeting with L. French regarding document review	A. Jones	1.0	\$200	\$200.00
7/11/2024	Discussion with B. Farnen regarding strategy	L. Curti	.2	\$200	\$40.00
7/11/2024	Obtain and review documents from client	J. Blake	3.0	\$70	\$210.00
TOTAL SERVICES			13.3		\$1,595.00

TIMEKEEPER SUMMARY:

	Hours	Rate	Amount
Partners			
A. Jones	1.10	\$200.00	\$220.00
L. Curtis	.20	\$200.00	\$ 40.00
Partner Totals	1.30		\$260.00
Associates			
K. Hayes	9.0	\$125	\$1,125.00
Associate Totals	9.0		\$1,125.00
Paralegals			
J. Blake	3.0	\$70.00	\$210.00
Paralegal Totals	3.0		\$210.00
TOTAL – ALL	13.3		\$1,595.00

DISBURSMENTS

TYPE	DATE	DESCRIPTION	AMOUNT
Photocopies	7/30/2024	100 pages @ \$.05	\$5.00
Travel –Airfare	6/30/2024	Travel to Hartford – A. Jones	\$225.00
Travel – Other	6/30/2024	Rental Car – A. Jones	\$125.00
Delivery	7/2/2024	Express Mail	\$8.40
Delivery	7/11/2024	XYZ Messenger Service – pick up in Farmington	\$15.00
TOTAL DISBURSEMENTS			\$378.40

INVOICE SUMMARY:

Gross Fees	\$ 1,595.00
Discount/Adjust	0.00
Net Fees	\$ 1,595.00
Disbursements	378.40
Taxes	0.00
TOTAL AMOUNT DUE	\$ 1,973.40

MATTER COST TO DATE: \$8,702.40