



REQUEST FOR PROPOSALS FOR FLEET ADVISORY SERVICES

I. PURPOSE

The Connecticut Green Bank (“Green Bank”) seeks proposals from qualified Fleet Advisory Services (“FAS”) providers to support Green Bank’s role in providing support regarding the electrification of school bus fleets in Connecticut. The Green Bank envisions this FAS service provided in two stages: Fleet Electrification Planning and Fleet Deployment. Prospective consultant or consultant teams may apply for services provided under one or both of these stages.

An applicant or applicant team (an “Applicant” and when applying as a group an “Applicant Team”) may consist of one or more individuals, sole proprietors, professional consultants, institutions, or companies with multiple employees. If applying as an Applicant Team, proposals must be submitted by a single lead Applicant (the “Lead Applicant”) and clearly identify relevant Applicant Team sub-vendor(s) with whom to jointly respond to this RFP and the respective roles and experience.

II. GREEN BANK BACKGROUND

The Green Bank was established by the Connecticut General Assembly in July of 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 energy¹ is helping Connecticut create jobs, increase economic prosperity, promote energy security and address climate change.

¹ “Clean energy” means solar photovoltaic energy, solar thermal, geothermal energy, wind, ocean thermal energy, wave or tidal energy, fuel cells, landfill gas, hydropower that meets the low-impact standards of the Low-Impact Hydropower Institute, hydrogen production and hydrogen conversion technologies, low emission advanced biomass conversion technologies, alternative fuels, used for electricity generation including ethanol, biodiesel or other fuel produced in Connecticut and derived from agricultural produce, food waste or waste vegetable oil, provided the Commissioner of Energy and Environmental Protection determines that such fuels provide net reductions in GHG emissions and fossil fuel consumption, usable electricity from combined heat and power systems with waste heat recovery systems, thermal storage systems, other energy resources and emerging technologies which have significant potential for commercialization and which do not involve the combustion of coal, petroleum or petroleum products, or nuclear fission, financing of energy efficiency projects, projects that seek to deploy electric, electric hybrid, natural gas or alternative fuel vehicles and associated infrastructure, any related storage, distribution, manufacturing technologies or facilities and any Class I renewable energy source, as defined in CGS 16-1(a)(2).

The Green Bank has identified the electrification of school buses as a critical step in advancing Connecticut's clean transportation goals and achieving community health benefits that studies demonstrate can result in reduced rates of adult mortality and childhood asthma.²

For more information about the Green Bank, please visit www.ctgreenbank.com.

Launched in 2019, the Green Bank's Solar MAP program provides support for school districts seeking to install solar PV. The program provides project development assistance from project feasibility assessments, to contractor procurement, through financing and construction oversight. We intend to build on learnings from administering this program to support the rollout of FAS.

III. FAS BACKGROUND

On January 17, 2025, the Connecticut Public Utilities Regulatory Authority ("PURA") issued a ruling³ approving the Green Bank's role in leading a FAS program ("Ruling"). This program will be designed to support school districts in transitioning to electric school buses ("ESBs") by providing planning and deployment assistance.

Importantly, in the Ruling, PURA directs the Connecticut Electric Distribution Utilities ("EDCs") to:

1. Evaluate additional and maximum load demands at FAS program participants' respective school bus depots to illuminate both short-term fleet electrification opportunities and long-term infrastructure upgrade requirements.
2. Estimate approximate costs and upgrade timelines associated with school bus fleet electrification scenarios (partial versus full, for example) that FAS program participants are considering.
3. Create streamlined processes on a standardized timeline to communicate load constraints that may impede electric school bus projects due to either time or cost-based factors.
4. Assess distribution system-level capacity constraints that, absent intervention or investment, may impede electric school bus deployment opportunities within Distressed Municipalities⁴.
5. Proactively communicate and seek to address delays associated with interconnection queue timelines and processes to electric school bus project proponents.
6. Maintain designated points-of-contact to coordinate FAS program and ESB planning questions.

The FAS will support Connecticut Public Act (P.A.) 22-25 by creating a pathway for environmental justice communities to chart a course to electrification within the timeframe established by this Act. The FAS will also support broader efforts outlined in PURA Docket No. 21-09-17⁵, which investigates medium- and heavy-duty electric vehicle charging programs. environmental justice communities to chart a course to electrification within the timeframe established by this Act.

² <https://www.hsph.harvard.edu/news/press-releases/electric-school-buses-may-yield-significant-health-and-climate-benefits-cost-savings/>

³ [21-09-17 Motion No. 11 Ruling](#)

⁴ As determined annually by the Connecticut Department of Economic and Community Development, inclusive of communities in the 'grace period' [Distressed Municipalities](#)

⁵ [Docket No 21-09-17, PURA Investigation into Medium and Heavy-Duty Electric Vehicle Charging](#)

IV. SCOPE OF SERVICES

The Green Bank envisions FAS being delivered in two primary phases: Fleet Electrification Planning and Fleet Deployment. The Green Bank intends to work with the selected Contractor or Contractor Team to further develop the scope of each phase.

Cohort-Based Fleet Electrification Planning

Selected Contractor or Contractor Team will facilitate short-duration, structured cohort sessions to assist school districts in developing comprehensive electrification plans. The Green Bank has selected a cohort model to organize staff involvement and to time deliverables to the school year calendar and does not anticipate cross-district collaboration as part of the cohort structure. The scope for this phase includes, as applicable, but need not be limited to:

- Technical assessments including fleet composition, route feasibility, charging infrastructure needs, etc. including in-person site assessments as necessary.
- Load forecasting & EDC engagement including assessment of alternative sites, as needed, based on hosting capacity constraints.
- Financial modeling including cost analysis.
- Final deliverable: A "Fleet Electrification Plan" tailored to each district.

The Green Bank intends to run two cohorts in 2025 restricted to Connecticut Distressed Municipalities, with the first cohort launching in June.

Fleet Deployment

For school districts electing to move forward with electrification, the selected Contractor or Contractor Team will provide customized advisory services in collaboration with the Green Bank, including, but need not be limited to:

- Procurement support including advising on ESB and charging infrastructure purchases.
- Capital stack advisory including structuring incentives, grants, and financing options.
- EDC coordination including facilitating interconnection processes and load management planning.
- RFP and contracting strategy development, including supporting school districts in working with third-party operators.
- Training & operational support including facilitating access to school bus/charger manufacturer training materials.

The Green Bank anticipates collaborating with the selected Contractor or Contractor Team to identify the reports/deliverables developed under this phase of the Scope. The Green Bank anticipates that the Fleet Deployment phase may take up to 24 months per school district.

V. REQUIREMENTS

1. PREQUALIFIED APPLICANTS

For consultants that have been pre-qualified through Green Bank’s Request for Qualifications (“RFQ”) for Technical Service Providers⁶ in the “Clean Transportation” Support Area, we thank you for your interest in working with us and will require only an abbreviated submittal (see “Proposal Format” below).

2. NON- PREQUALIFIED APPLICANTS

This RFP is open to all applicants. However, if you have not been pre-qualified through our RFQ process we request that each applicant must be an established company in good financial standing and must demonstrate to the Green Bank’s satisfaction that they can meet the requirements specified in this RFP. Applicants must also demonstrate experience with FAS and provide evidence they can assemble the team needed to meet the responsibilities presented in this RFP.

3. PROPOSAL PROCESS

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

If Contractor is interested in submitting a proposal, the following schedule should be observed – all times by 4 pm EST unless otherwise noted:

Description	Date
RFP Issued	February 27, 2025
Bidder’s Conference https://events.teams.microsoft.com/event/a695e880-5195-4472-a492-2d364e3cb375@ef2d6018-42ea-435f-b3be-6c36d579284b	March 11, 2025 at 11 am
Due date for Bidder questions	March 14, 2025
Responses posted by the Green Bank	March 21, 2025
Bidder Submission Due Date	April 3, 2025
Green Bank Decision & Bidder(s) Notification	April 10, 2025

Proposals shall be submitted electronically to Sara Harari at the following email address: RFP@ctgreenbank.com The subject line should be identified as: “Proposal for Fleet Advisory Service Consultant”. Note that all the information submitted in response to this RFP is subject to Connecticut’s Freedom of Information Act.

⁶ See Green Bank RFP Archive: <https://www.ctgreenbank.com/about-us/rfps/rfps-archive/>

Green Bank will review the RFP Response applications and request missing documentation if applicable. Staff shall assess completeness and responsiveness of proposals to eliminate non-conforming proposals. If no additional information is received, the Green Bank will send an email notifying applicants that their application has been rejected.

4. PROPOSAL FORMAT

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. Please limit proposals to no more than 20 pages. For consultants pre-qualified through the Green Bank RFQ, please follow notation.

a. EXECUTIVE SUMMARY

1. [Not required for RFQ-approved] General background of Applicant or Applicant Team.
2. If applying as an Applicant Team, structure of team.
3. Relevant experience with:
 - a. Working with school districts, fleet operators, utilities and/or public entities
 - b. Electric school buses
 - c. Performing the type of services described in the Scope of Services described above (i.e., technical assessments of fleets, financial modeling of fleets, etc.).
4. [Not required for RFQ-approved] Provide (2) clients for reference use for whom Contractor has performed similar services as those contemplated by this RFP. Please include the name and telephone number(s) of the contact person at each reference.
5. [Not required for RFQ-approved] Description of any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with Green Bank. A description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.
6. The Green Bank may elect to use funding from the Greenhouse Gas Reduction Fund via the National Clean Investment Fund to support this contract. Review **Exhibit A – Federal Compliance Requirements** – and state whether the Applicant is capable of compliance.

b. PROJECT SCOPE

1. Describe your overall approach and plan for accomplishing the Scope of Services described above, including whether the Applicant or Applicant Team intends to provide one or both phases of the scope, and a sample timeline for a school district moving through this process. If proposal includes activities beyond what is detailed in the Scope of Services, describe why additional services are proposed.
 - a. For Applicant or Applicant Team applying for the Fleet Electrification Planning Phase, detail the key elements of the final deliverable (Fleet Electrification Plan) and how this deliverable could be used by a school

district to advance school bus electrification (e.g. applying for grant funding, school board communication).

c. COST OF SERVICES

1. Present costs on a per school district basis in the following categories, as appropriate:
 - a. If proposing to provide services under the Fleet Electrification Planning Phase, provide costs to implement Applicant-proposed Project Scope. If an element of the Scope of Services would require intensive support, please identify. Costs should be provided based on deliverables per school district.
 - b. If proposing to provide services under the Fleet Deployment Phase, provide costs to implement Applicant-proposed Project Scope. If an element of the Scope of Services would require intensive support, please identify. Costs should be provided based on time and materials basis per school district, not to exceed an agreed-upon amount.
2. Present project management, reporting, and other non-school district-specific costs on a time and materials basis.
3. If Contractor has discounted rates for governmental entities such as Green Bank, then please provide such rates.

d. APPLICANT OR APPLICANT TEAM

1. Provide the names of the employees at the Applicant company or members of the Applicant Team who would be assigned to this project, give a description of each person's experience and qualifications, indicate probable areas of responsibility.
2. [Not required RFQ-approved] Identify whether your organization has a formal diversity program and is a woman- or minority-owned business.

5. EVALUATION PROCESS

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

VI. GENERAL TERMS AND CONDITIONS

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

- a. Green Bank reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.

- b. Green Bank further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. Green Bank reserves the right not to accept the lowest priced proposal.
- c. Proposals must be signed by an authorized officer of the Applicant or Lead Applicant (in the case of an Applicant Team). Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Applicant or Applicant Team, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
- d. Green Bank will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.
- e. Green Bank's selection of a Contractor or Contractor Team through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Contractor or Contractor Team until the parties reach a mutual agreement.
- f. Contractor or Lead Contractor will execute a Professional Service Agreement (PSA) as set forth in the attached **Exhibit B**. If federal funds are used, the final version of the PSA may include additional certifications attesting to the Federal Compliance Requirements set forth in **Exhibit A**. If the Contractor or Lead Contractor does not agree with any of the specific terms set forth in the PSA, the Contractor or Lead Contractor must set forth such terms and rationale in your response to this RFP.

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

EXHIBIT A – FEDERAL COMPLIANCE REQUIREMENTS

Fleet Advisory Services (“FAS”) providers will be required to comply with all applicable federal laws. The following provides additional background on legal requirements applicable to FAS providers as recipients of Technical Assistance funds under the subaward granted to the Green Bank under National Clean Investment Fund (“NCIF”) program of the Greenhouse Gas Reduction Fund (“GGRF”), including legal requirements that flow down to Technical Assistance Subrecipients from the NCIF Terms & Conditions and the terms and conditions of the Green Bank’s NCIF subaward agreement with the Coalition for Green Capital (“Green Bank Subaward Agreement”). The requirements contained in this exhibit are not exhaustive of applicable federal laws and requirements.

1. Performance Reporting; Records

- a. FAS providers must maintain appropriate records pertinent to all services provided (including maintaining adequate documentation to support costs charged to the Green Bank’s NCIF subaward in accordance with 2 CFR Part 200) and cooperate and provide timely and reasonable access to any such records, including any documents, papers, electronic records, or other records.
- b. FAS providers must fully cooperate with the Green Bank, including cooperation in any review, audit, report, or evaluation and timely provision of any required report, record, documentation, or other information in the format required by the Green Bank (including providing quarterly performance reports to the Green Bank), in order to permit the Green Bank to comply with performance reporting obligations under the NCIF Terms & Conditions and the Green Bank Subaward Agreement.

2. Byrd Anti-Lobbying Provision

FAS providers must certify to the Green Bank that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. FAS providers must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

3. Foreign Entity of Concern

FAS providers agree to ensure that neither the FAS provider nor entities the FAS provider contracts with are:

- (A) an entity owned by, controlled by, or subject to the direction of a government of a covered nation under 10 U.S.C. 4872(d);
- (B) an entity headquartered in a covered nation under 10 U.S.C. 4872(d); or

(C) a subsidiary of an entity described in (A) or (B).

As of the date these terms and conditions become effective, covered nations under 10 U.S.C. § 4872(d) are the Democratic People's Republic of North Korea; the People's Republic of China; the Russian Federation; and the Islamic Republic of Iran.

4. Suspension and Debarment

FAS providers must ensure that no program funds are transferred to entities that are currently suspended, debarred, or otherwise declared ineligible under 2 CFR Part 180. FAS providers can maintain compliance with this requirement through either (1) checking the SAM or (2) obtaining eligibility certifications from counterparties. FAS providers may access the SAM exclusion list at <https://sam.gov/SAM> to determine whether an entity is presently excluded or disqualified.

5. Non-Discrimination

FAS providers must use program funds in compliance with EPA regulations at 40 CFR Part 7 regarding non-discrimination in EPA-funded programs, as applicable.

6. Drug-Free Workplace

FAS providers must not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to work under this program, and agree to notify the Green Bank in writing within (ten) 10 calendar days of any conviction of a criminal drug offense.

7. Trafficking in Persons

In accordance with 2 CFR Part 175, FAS provider's contract may be terminated if it engages in human trafficking, procurement of commercial sex acts, or use of forced labor in violation of 2 CFR § 175.105(a) or the statutes cited therein.

8. Reporting Criminal Activity

Whenever FAS providers have credible evidence that a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations has occurred in connection with any federal funding award, they shall report that evidence as required by 2 CFR § 200.113.

9. Whistle Blower Protection.

FAS providers may not discharge, demote, or otherwise discriminate against a "whistleblower" as defined at 42 U.S.C. § 4712(a)(2) if the whistleblower reports a violation as set forth in 2 CFR § 200.217 and the statutes referenced therein.

EXHIBIT B

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

[attached on following page]