

REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM SERVICES

I. DEFINED TERMS

Capitalized terms which are not defined herein shall have the meaning ascribed to them in the Connecticut Green Bank (“Green Bank”) Program Guidelines (“Program Guidelines”) for the Commercial Property Assessed Clean Energy Program (“C-PACE”). Program Guidelines can be found here: <https://www.ctgreenbank.com/about-us/governance/c-pace-program-guidelines/>

II. PURPOSE

Green Bank seeks proposals from qualified firms and individuals (each being a “Respondent”) to provide some or all the following clean energy-related services for C-PACE:

- Clean energy contractor recruitment and training to expand the C-PACE Qualified Contractor base
- Technical review of clean energy projects to ensure consistency with program Technical Standards and performance requirements (e.g. Savings to Investment Ratio (“SIR”) >1.0 or whole-building energy performance modeling)
- Technical and sales support of clean energy projects for C-PACE stakeholders
- Perform energy assessments and produce reports for commercial and multifamily buildings
- Technical support for clean energy projects to the Green Bank for administration of C-PACE
- C-PACE clean energy project commissioning oversight

III. GREEN BANK BACKGROUND

The Green Bank was established by Connecticut’s General Assembly on July 1, 2011 as a quasi-public agency that superseded the former Connecticut Clean Energy Fund. The Green Bank’s vision is to lead the green bank movement by accelerating private investment in clean energy deployment for Connecticut in order to achieve economic prosperity, create jobs, promote energy security, and address climate change. The Green Bank leverages public and private funds to drive investment and accelerate clean energy deployment in Connecticut while creating jobs and supporting local economic development. For more information about Green Bank, please visit www.ctgreenbank.com.

IV. PROGRAM BACKGROUND

In 2012, the Connecticut legislature passed Public Act 12-2, codified in Connecticut General Statutes Section 16a-40g, which authorized the commercial sustainable energy program more commonly known as C-PACE. This legislation also authorized the Green Bank to administer C-PACE and establish program guidelines for the implementation of the program.

C-PACE is a financing program that allows qualifying commercial real property owners to access financing to undertake qualifying energy efficiency and clean energy improvements on their buildings and repay the investment through an additional charge/assessment along with their real property tax bill. Like a sewer assessment, projects financed through C-PACE are secured by a benefit assessment lien on the improved real property. C-PACE is available to commercial and industrial properties (including those owned by not-for-profit entities), as well as to multifamily properties with five or more units.

C-PACE is a non-accelerating, senior lien secured by the property. The repayment obligation transfers automatically to the next owner if the property is sold and in the event of default, only the payments in arrears come due. This arrangement spreads the cost of clean energy improvements – such as energy efficient boilers, upgraded insulation, new windows, or solar installations – over the expected life of the measure. Because the payment is tied to the property's real property tax billing process, a secure payment stream, C-PACE projects are less risky than typical unsecured commercial loans, and low interest capital can be raised from the private sector with little or no government financing required.

Benefit Assessments are a familiar tool which municipalities levy on real estate parcels to finance projects including street paving, water and sewer systems, and street lighting. C-PACE builds on a long history of using such benefit assessments and serves a public purpose through reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions and creating jobs. C-PACE is a proven and effective tool to attract private capital into the clean energy and energy efficiency market.

C-PACE requires that the projected energy savings combined with projected associated savings of a project must exceed the projected financing cost. In other words, the SIR of the project must be greater than one. To demonstrate the SIR requirement has been satisfied the project must be reviewed and approved by an approved, independent technical reviewer. Please note that resilience improvements and electric vehicle charging infrastructure are exempt from the SIR requirement and are not to be considered in this RFP for services.

IV. SCOPE OF SERVICES

The Green Bank seeks the following clean energy-related services to assist in its role as both administrator of the C-PACE program and a capital provider. Respondents may propose to provide services for one or multiple services requested.

1. Clean energy contractor Recruitment and Training
 - o Work with the Green Bank on creating technical training materials and tools as needed for clean energy contractors to learn about C-PACE financing
 - o Identify new potential clean energy contractors who may be Qualified Contractors
 - o Perform outreach to clean energy contractors to promote training and C-PACE financing
 - o Work with the Green Bank to recruit Minority Business Enterprises (MBE), and contracting companies owned by people of color and other under-represented groups
 - o Offer ongoing training and educational opportunities for C-PACE contractors, especially on topical clean energy issues or to add value for engaged contractors (preferable, but not required)
2. Project Technical Review
 - o Work with the Green Bank and contractors/developers/building owners to collect and store clean energy project technical data
 - o Validate the reasonableness of project costs and energy savings projections, as presented by the contractor/developer
 - o For clean energy retrofit projects:
 - Confirm a building's representative energy consumption baseline

- Confirm SIR of the project and verify it is greater than 1, in accordance with the Technical Standards
 - o For New Construction projects:
 - Review total project construction cost and determine C-PACE Total Eligible Construction Costs (TECC)
 - Validate inputs and outputs for whole building energy performance models or HERS Index Rating and verify as-designed exceedance beyond energy code requirements
 - Assist applicants/design teams/capital providers with interpreting the technical standards set forth in Appendix N of the C-PACE program guidelines
 - o Verify that project costs and savings projections were developed in accordance with the Technical Standards set forth in Appendix D and Appendix N of the C-PACE Program Guidelines.
3. Technical and sales support of clean energy projects for C-PACE stakeholders
- o Work with clean energy contractors and developers to identify project opportunities
 - o Work with clean energy contractors, developers, and building owners as necessary to assist with technical aspects of project development
 - o Provide tools such as clean energy calculators or presentation materials to assist contractors in delivering project proposals
 - o Provide assistance to clean energy contractors in educating building owners about C-PACE
 - o Research other clean energy programs to help identify possible collaborations, collect technical market data, and share technical market trends.
4. Provide energy assessments for C-PACE customers
- o Perform onsite walkthrough energy assessment to identify energy improvement opportunities
 - o Perform virtual or electronic energy assessment for eligible customers
 - o Create energy assessment reports identifying opportunities to reduce energy costs using C-PACE
 - o Attend follow-up meetings with building owner to review report and discuss next steps
 - o Coordinate with clean energy contractors to support project development and implementation
5. Technical support for clean energy projects to the Green Bank for administration of C-PACE
- o Serve as Green Bank's Technical Administrator for C-PACE. The Technical Administrator conducts technical review of certain Green Bank or 3rd party funded C-PACE Retrofit projects
 - o Conduct technical review of all C-PACE New Construction projects
 - o Help establish and maintain C-PACE's Technical Standards which energy auditors and contractors follow in developing C-PACE projects

- o Other responsibilities as outlined in the Program Guidelines.
6. Clean energy project commissioning oversight
- o Visit Green Bank-funded C-PACE clean energy project sites to verify that the equipment installed is as specified in the project proposal
 - o Confirm the energy conservation measure(s) capability to perform according to specifications
 - o Provide a report to the Green Bank on the findings
 - o Work with the Green Bank to communicate any substantive changes to the project to contractor and property owner

V. REQUIREMENTS

1. PREFERRED QUALIFICATIONS

- o Experience working with or knowledge of C-PACE programs and processes
- o Employ a licensed Professional Engineer (PE)
- o Possess at least five years of relevant project development experience

2. 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. Respondents should familiarize themselves with all proposal requirements prior to submitting their proposal. Should the Respondent note any discrepancies, require clarifications or wish to request interpretations of any kind, the Respondent shall submit a request to Alysse Lembo-Buzzelli by email at alysse.buzzelli@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 Respondents.

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

- a. Proposals must be received no later than **5pm Eastern Time on November 14, 2025**. Proposals received after the aforementioned date and time may not be considered, in Green Bank's sole discretion.
- b. Proposals shall be submitted electronically to the following email address: RFP@ctgreenbank.com. The subject line should be identified as: "Proposal for C-PACE Program Services".
- c. Respondents may be required to interview with Green Bank staff if deemed necessary by Green Bank, in its sole discretion.

d. Key Dates

- i. RFP Release: Friday, October 17, 2025
- ii. Respondent Q&A Session*: Friday, October 24, 2025 12:00pm Eastern Time
*Register here: [Q&A Registration Link](#)
- iii. RFP Submission Deadline: **5:00pm Eastern Time on Friday, November 14, 2025**

3. 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 ten pages in a PDF format.

a. EXECUTIVE SUMMARY

1. General background of Respondent, including history of the company, number of employees, clients and relevant experience.
2. Listing of three (3) clients for reference use for whom Respondent has performed similar services as those contemplated by this RFP. Please include the name, email address(s) and telephone number(s) of the contact person at each reference.
3. Description of any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with Green Bank. A description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.

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

b. TECHNICAL REQUIREMENTS

All proposals which comply with submittal requirements will:

1. Set forth Respondent's areas of expertise from the description above.
2. Describe your overall approach, plans, and qualifications for accomplishing the specific services described above.
3. Provide the names of the employees in your company who would be assigned to this project, give a description of each person's experience and qualifications, indicate probable areas of responsibility.

c. COST OF SERVICES

1. Please provide your proposed costs for providing the services in your proposal. Cost estimates will be considered as "not to exceed" quotations, except to the extent that the assumed scope is changed by mutual agreement in writing.

Green Bank as a political subdivision of the State of Connecticut is exempt from the payment of excise, transportation, and sales taxes, and these taxes therefore must not be included in the price quoted.

2. If Respondent has discounted rates for governmental entities such as Green Bank, then please provide such rates.

VI. GENERAL TERMS AND CONDITIONS

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

1. Green Bank reserves the right to reject any or all of the proposals received in response to this RFP, to waive irregularities or to cancel or modify this 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.
2. 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.
3. Proposals must be signed by an authorized officer of the Respondent. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Respondent, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
4. 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.
5. Green Bank's selection of a Respondent through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Respondent until the parties reach a mutual agreement.
6. Respondent will execute a Professional Service Agreement (PSA) substantively in the form of hereto attached Exhibit A. If the Respondent does not agree with any of the specific terms set forth in the PSA, the Respondent 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 RESPONDENT. IN MAKING ITS SELECTION OF A SUCCESSFUL RESPONDENT, 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

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.

TO ENSURE TIMELY PAYMENT, CONSULTANT SHALL PROVIDE A FORM W-9 AND ELECTRONIC PAYMENT INSTRUCTIONS AT THE TIME OF SIGNING TO 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, Security Incident and Notification. Consultant shall adequately safeguard Green Bank confidential and nonpublic information it creates, receives, transmits, or maintains, and shall disclose to Green Bank any information discovered or derived in performing the Services. Consultant shall not disclose Green Bank information without Green Bank's prior written permission, except for information that is publicly available through no breach of this Agreement. Consultant shall ensure that all subcontractors are bound by these same obligations and safeguard such information.

Consultant shall promptly notify Green Bank in writing of any actual or suspected unauthorized access, acquisition, disclosure, alteration, or loss of such information. Consultant shall promptly provide relevant details and cooperate with Green Bank's investigation and remediation, including providing reasonable access to, records and systems; Green Bank may conduct its own assessment or audit. Consultant shall flow down these obligations to subcontractors and ensure their prompt notice and cooperation.

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.

(c) Upon expiration or termination, and at Green Bank's written request, Contractor shall promptly return all non-public, confidential Green Bank data (including copies held by subcontractors) or securely destroy it, and provide written confirmation upon request.

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. The Consultant will not discriminate or permit discrimination against any person or group of persons pursuant to Conn. Gen. Stat. §§ 4a-60 and 4a-60a.

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 of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, 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 E-Mail. This Agreement may be executed in any number of counterparts (including those delivered by 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]

