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Crowdfunding Marketplace Request for Proposals

Proposals Due: **Feb 25, 2026** by 5:00 PM Eastern Time*

The Connecticut Green Bank (“Green Bank”) requests proposals from marketplaces interested in hosting crowdfunding offerings issued by the Green Bank. Only applicants registered and in good standing with the Securities and Exchange Commission and the Financial Industry Regulatory Authority will be considered. Experience crafting and hosting climate and environmental infrastructure related issuances is preferred.

The Green Bank anticipates selecting one marketplace for an initial term of three years.

Proposal Submission: Proposers must submit the proposal by email to rfp@ctgreenbank.com with a completed and signed Proposal Checklist attached to the front cover of the proposal. The Checklist must contain an original signature.

Questions: Technical questions concerning this solicitation must be directed to the Green Bank Investments team at rfp@ctgreenbank.com. All questions must be received by **5:00 PM Eastern Time, Feb 18, 2026**. All questions and answers will be posted on the Green Bank RFP webpage (included in the paragraph below). No communication intended to influence this procurement is permitted except by contacting the email address above.

It is the proposer’s responsibility to ensure that all pages have been included in the proposal. If changes are made to this solicitation, notification will be posted on Green Bank’s website at: <https://www.ctgreenbank.com/about-us/rfps/>.

I. OVERVIEW OF THE INTENDED OFFERINGS

The Green Bank is a quasi-public state agency. As the nation’s first full-scale green bank, it is leading both the clean energy and environmental finance movements by leveraging public and private funds to scale-up projects to confront climate change by reducing greenhouse gas emissions and increasing climate adaptation and resilience across Connecticut. The Green Bank’s success in increasing and accelerating private investment in clean energy and environmental infrastructure is helping Connecticut create jobs, increase economic prosperity, promote energy security, and address climate change. In 2017, the Green Bank received the Innovations in American Government Award from the Harvard Kennedy School Ash Center for Democratic Governance and innovation for their “Sparking the Green Bank Movement” entry. In 2020, the Green Bank was named Bond Buyer’s Deal of the Year for Innovative Financing for the Green Liberty Bonds modelled after the Series-E War Bonds of the 1940’s. In June 2021, the green bank model was expanded beyond clean energy to include environmental infrastructure. The Green Bank issued its first crowdfunding offering (a “Green Liberty Note”) in 2022. Through this document “Green Liberty Notes” or the “Green Liberty Notes program” will be used to refer to all prior, current, and future crowdfunded issuances of CGB Green Liberty Notes LLC which includes, but is not limited to, 1-year debt offerings. The success of the Green Liberty Note program was recognized by the Clean Energy States Alliance in 2024 when it received a State Leadership In Clean Energy (“SLICE”) award.

The Green Liberty Notes program is driven by our goals “to pursue investment strategies that advance market transformation in green investing” and to make “the benefits of the green economy inclusive and accessible to all individuals, families, and businesses.” In pursuit of those goals, the Green Bank has made a plan to expand our crowdfunded offerings beyond 1-year notes with project-specific raises that allow for greater community engagement. Green Bank is seeking a marketplace that can best support that growth as we seek to reach the \$5 million annual cap for crowdfunded issuances with innovative offerings.

II. SCOPE OF SERVICES

1. The Marketplace will be expected to provide comprehensive services related to the hosting, execution, and administration of Green Bank’s crowdfunding issuances. This shall include, but may not be limited to, the services listed below.

Important: Scope Mapping Requirement. Proposers must identify, in a clear table, (i) which Scope of Services items they will perform directly, (ii) which items they will perform through partners, subcontractors, or affiliates, and (iii) the name and role of each proposed partner/subcontractor. The Green Bank reserves the right to select a proposer that proposes multiple partners, or to require changes to the proposed team structure as a condition of award.

- a. **Investor Support and Communications:** Provide investor support services, including responding to investor questions in a timely manner and maintaining a clear process for escalations to the Green Bank as appropriate.
- b. **Investor Experience:** Host Green Bank issuances on the marketplace and provide an easy investment experience, including investor onboarding, investor communications, and an investor dashboard. The platform must allow investors and the Green Bank to track the offering progress and allow the Green Bank to access real-time offering performance information and answer investor questions or comments.
- c. **Cap Table Management & Data Security:** Maintain and manage investment details ensuring personal and investment information is stored accurately and securely. Specifically, Green Liberty Notes have featured different interest rates for different investors, the Green Bank expects to continue this practice

and will expect the chosen marketplace to store this information effectively to support an accurate and efficient repayment process.

- d. **Escrow Coordination:** Coordinate with an escrow provider to receive and disburse investor funds in a timely manner.
- e. **Administration & Payments:** Provide ongoing administrative services, including repayment processing and distribution. Ensure repaid note funds are electronically directed to investors correctly and on time. Prepare and distribute required tax reporting forms (e.g., 1099-int) and related investor reporting.
- f. **SEC Compliance Support:** Provide SEC compliance support. File Form Cs and Form C-ARs to EDGAR on behalf of the Green Bank. Review Form Cs, Green Bank marketing materials, and other communications for alignment with Regulation Crowdfunding.
- g. **Marketing and Platform Visibility:** Market Green Bank offerings to investors on the platform and take other steps to maximize the visibility of Green Liberty Notes, including identifying platform-based promotion opportunities (e.g. email marketing). Provide analytics and reporting on marketing performance.
- h. **Reinvestment Mechanism:** Provide a mechanism for Green Liberty Notes investors to reinvest their proceeds into a new Green Bank offering, with a particular focus on reducing the associated friction while maintaining compliance with applicable securities laws.
- i. **Foundation Participation/Capital Mobilization:** Support the Green Bank’s efforts to mobilize foundation and philanthropic capital into Green Bank investments, including (as applicable) enabling program-related investments (“PRIs”), mission-related investments (“MRIs”), matching investments and/or other foundation-aligned structures. Proposers should describe the platform’s ability to support foundation participation, including workflows for onboarding institutional investors, executing commitments, and reporting.
- j. **Platform Innovation:** Describe the marketplace’s ability to implement software updates and improvements aligned with Green Bank goals. Specific updates could include, but are not limited to:
 - A mechanism for investors to donate a portion of their earned interest;
 - Working with foundations to participate in Green Liberty Notes raises, including the ability to “match” investments;
 - Create an opportunity for the Green Bank to note or celebrate investors who reside in the community that is benefitting from the Green Bank investment supporting the issuance;
 - Providing “white label” branding for Green Liberty Notes through the marketplace website
- k. **Policies, Compliance, and Recordkeeping:** Comply with applicable laws and regulations as well as Green Bank policies, either oral or written, for liability, designation and retention, pricing procedures and the process of selling debt obligations.
- l. **Marketing Coordination:** Work with Green Bank’s marketing team to coordinate marketing efforts and measure page visits, investor conversions, and other relevant metrics available to analyze the effectiveness of different marketing channels or messages.
- m. **Stakeholder Engagement:** Participate in meetings with Green Bank staff, borrowers, municipalities, counsel, Green Bank's Board of Directors, and other parties, as necessary or appropriate

III. CONFLICT OF INTEREST

Green Bank will not select any person or firm that has a relationship with another entity that does or could result in a conflict of interest for such person or firm in carrying out the services to Green Bank unless Green Bank determines that the activities of the person or firm for such other entity will not be adverse to the interests of Green Bank. No official or employee of Green Bank or the Technical Evaluation Panel who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this engagement shall, prior to the completion of the engagement, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract. Firms selected pursuant to this RFP will be obligated to provide ongoing disclosure to Green Bank of information requested in this *Section III*.

IV. SCHEDULE

The following is Green Bank's anticipated RFP schedule. Please note that the dates below may be subject to change:

1. Response Deadline. Responses to this RFP are due by 5:00 pm (Eastern) on Friday, **Feb. 25, 2026**. Responses are to be submitted to Green Bank as described below. Your submission will be acknowledged by email.

2. Oral Interviews. If Green Bank's Technical Evaluation Panel chooses to conduct oral interviews, they will be held during the week of **March 2, 2026**. Proposers should reserve this week in the event that Green Bank schedules interviews with selected proposers. Interviews will be held at Green Bank's Stamford offices or via videoconference.

3. Results. Green Bank intends to notify firms of the results of the RFP process by **March 13, 2026**.

V. PROPOSAL REQUIREMENTS

Proposers must submit the completed proposal to the attention of the Green Bank Investments team at rfp@ctgreenbank.com. A completed and signed Proposal Checklist must be attached as the front cover of your proposal, which must contain an original signature. **Late proposals will be, and proposals lacking the appropriate completed and signed Proposal Checklist may be, disqualified.**

Proposals should not be excessively long. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. To be considered, the proposals must respond to the questions and requests listed below. Failure to respond to the questions or provide information as requested may be deemed unresponsive. Proposals must be submitted in 12-point font, and may not exceed fifteen (15) pages excluding required attachments and signed cover letter. Green Bank will not be responsible for any costs or expenses incurred by respondents responding to this RFP, including the cost of preparing the initial response, providing any additional information and traveling for an oral presentation.

Each page of the proposal should state the name of the proposer and the page number. The proposal must be in the following format:

Section 1. Background Information

1. Cover Letter. Cover letter shall be signed by a person authorized to commit the firm to the terms of the response and to be held primarily responsible for the veracity of statements made in the response.
2. Description of Firm. Provide a brief description of your firm, its capabilities and organizational structure.

Please describe how your firm's selection would benefit Green Bank. Identify whether your organization has a formal diversity program and is a woman- or minority-owned business.

3. **Personnel.** Please provide brief resumes of the individuals in your firm who would be assigned to provide relevant services to Green Bank. (Resumes will count as attachments, excluded from 15 page limit.) Please be specific for the following duties (if applicable), providing and e-mail address for each individual:
 - a) primary contact/day-to-day responsibilities,
 - b) compliance review, and
 - c) investor support.
4. **History / General Experience.** Summarize your history hosting crowdfunding issuances on your site. Please include summary statistics like total funds raised, number of investors, number of issuers, etc..
5. **Capital/Liquidity.** Attach your firm's most recent annual audited financial statements (full report, i.e., complete with notes to the financial statements), most recent quarterly financial statements (unaudited), and a brief summary of your current financial position including profitability, or a path thereto, a forecast of liquidity, including forecasted debt or equity raises, and any risks that may hinder your ability to perform the services described in this RFP over the 3 year term.
6. **Description of organizational controls and their checks that will be relied upon to ensure data security and integrity.** Please provide a SOC2 type audit, evidence of NIST compliance, or other evidence of controls and third party testing.

Section 2. Experience and Capabilities

1. **Scope of Services.** Please describe in detail your firm's ability to execute the listed scope of services detailed above.
2. **Experience with Green Bank Investment Areas.** Describe any significant innovations your firm has made in the crowdfunding of alternative energy, energy efficiency, environmental infrastructure, energy storage, clean transportation, or other investment areas of the Green Bank, with additional emphasis on issuances that have supported vulnerable communities. Please describe (no more than two) transactions that your firm has either managed, placed, or advised, demonstrating the innovative capabilities of your firm.
3. **Experience bringing new issuances to market.** Green Liberty Notes were an innovative idea designed to help democratize investment in Connecticut's green economy. The Green Bank intends to continue this innovative approach and seeks a firm that can support this goal. Please describe your firm's approach to bringing issuances to market and any internal and external marketing capabilities (i.e., what standard support is provided and how would your firm help the Green Bank continue to expand our portfolio?). Please also describe your experience and approach to attracting investments from unaccredited investors, investors from vulnerable communities, those investing in increments of ~\$1,000 or less, and any experience raising in or attracting investors in Connecticut.
4. **Technical and Innovative Capabilities.** Please describe (no more than 3) issuances that your firm has structured and hosted, demonstrating the technical and innovative capabilities of your marketplace. Describe how your firm assisted the issuer(s) in optimizing the benefits of the issuance. For each issuance, please provide the issuer's name, issue date, amount involved, issuer e-mail contact and telephone number.
5. **References.** Provide three references, including email and telephone contact information for each.
6. **Nondiscrimination Certification.** Selected Party shall represent and warrant that, prior to entering into an agreement with Green Bank, Selected Party will provide Green Bank with documentation evidencing Selected Party's support of the nondiscrimination agreements and warranties of the

statutory nondiscrimination sections. Please see the applicable nondiscrimination certification forms Attachment B.

Section 3. Green Bank Crowdfunding Strategy

1. Recommendations/Structuring. Based on the limited information provided to date, what approaches would you recommend for the application of crowdfunding for Green Bank investments?
3. Compensation. The proposal must include proposed fees for successful issuances, including escrow and administrative costs. Please provide pricing for Green Liberty Notes (assuming \$1.4M raised annually from four issuances) and other crowdfunded offerings (up to \$3.6M raised annually), including any bulk discounts available for funds raised over a specified level, if applicable. The Green Bank is not interested in charging investors a fee of any kind. Please provide pricing with this in mind.

VI. PROPOSAL EVALUATION

Proposals that meet Proposal requirements will be reviewed by a Technical Evaluation Panel based on the following areas of consideration, not in order of importance. Oral presentations may be required of the top ranked Proposers. If requested, presentations will be held virtually by the Green Bank during the week of March 2, 2026.

1. Demonstrated Experience. Demonstrated experience supporting successful issuances similar in nature to those envisioned by the Green Bank throughout the entire life cycle and a demonstrated commitment to providing a high level of responsive client service, including positive references for such experience.
2. Understanding of and Ability to Perform Scope of Services. Demonstrated understanding of the structure, actions, and goals of Green Bank, the ongoing work required by the scope of services, and any additional services necessary for the success of the Green Liberty Notes program.
3. Personnel. Demonstrated assignment of sufficient, qualified, and experienced professional personnel, with preference given to personnel experienced in providing services such as those contemplated by this RFP.
4. Fees. The basis for the cost proposal evaluation rankings will be the total fees charged by each marketplace assuming fully subscribed offerings. The Green Bank is not interested in charging our investors a fee of any kind. Please provide pricing with this in mind. The Green Bank is not obligated to select the lowest cost proposer.

VII. GENERAL CONDITIONS

1. All proposals submitted in response to this RFP will become the sole property of Green Bank.
2. Green Bank shall be required, as part of the procurement process, to certify that the Respondent (or Respondents) awarded a contract was not selected as a result of collusion, the giving of a gift or the promise of a gift, compensation, fraud, or inappropriate influence from any person.
3. Successful Respondent(s) shall comply with all applicable Connecticut state contracting requirements outlined in Attachment B and shall furnish to Green Bank all required certificates and affidavits required

by the applicable statutes. The failure to complete and provide such attachments shall be grounds for disqualification.

4. Timing and sequence of events resulting from this RFP will ultimately be determined by Green Bank.
5. The respondent agrees that the proposal will remain valid for a period of 90 days after the deadline for submission and may be extended beyond that time by mutual agreement. If selected, the proposal will remain in effect through the contract term agreed upon.
6. Green Bank may amend or cancel this RFP, prior to the due date and time, if the agency deems it to be necessary, appropriate, or otherwise in the best interests of Green Bank. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the RFP amendments may result in a proposal not being considered.
7. Any costs and expenses incurred by Respondents in preparing or submitting proposals, including travel expenses incurred to attend Respondent's meetings or interviews at Green Bank, are the sole responsibility of the Respondent.
8. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by Green Bank at the Respondent's sole cost and expense.
9. By responding to this Request for Proposal, the Respondent represents and warrants that the proposal is not made in connection with any other Respondent and is in all respects fair and without collusion or fraud. The Respondent further represents and warrants that the Respondent did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent representative, or employee of Green Bank participated directly in the Respondent's proposal preparation.
10. All responses to the RFP must conform to instructions in this RFP and Directions in this RFP. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
11. Green Bank reserves the right to award in part or to reject any and all proposals in whole or in part for misrepresentation or if the Respondent is in default of any prior State contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. Green Bank also reserves the right to waive technical defects, irregularities, and omissions if, in its judgment, the best interest of Green Bank will be served.
12. Green Bank reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of Green Bank shall not constitute a breach of contract on the part of the agency since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between Green Bank and the Respondent.

Proprietary Information - Careful consideration should be given before confidential information is submitted to Green Bank as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. Green Bank is subject to the State of Connecticut Freedom of Information Act, Connecticut General Statutes Section 1-200 et seq., as may be amended from time to time ("FOIA").

All responses to this RFP shall be kept confidential until such time as recommendation for award of a contract has been executed. Thereafter, submissions are subject to public inspection and disclosure under FOIA.

Limitation - This solicitation does not commit Green Bank to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. Green Bank reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in Green Bank's best interest. Green Bank reserves the right to reject proposals based on the nature and number of any exceptions taken to the standard terms and conditions of the Sample Agreement.

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of Green Bank after the award of a contract, Green Bank may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the State of Connecticut Department of Labor.

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 IT, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF GREEN BANK.

VIII. ATTACHMENTS:

Attachment A - Proposal Checklist.

Attachment B – State Contracting Requirements



ATTACHMENT A – [RFP#] PROPOSAL CHECKLIST (MANDATORY)

Proposal Title		Due Date	
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
Federal Tax Identification #/Social Security			
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip
<p>PROPOSER MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:</p> <p>Do you agree to be bound by the Terms & Conditions of [RFP#] and your proposal submitted in response to the solicitation? __ Yes __ No</p> <p>Has anyone on the team been indicted/convicted for a felony within the past 5 years? __ Yes __ No</p> <p>(if yes, explain on separate page)</p>			
Background Information _____ Experience and Capabilities _____ Green Bank Crowdfunding _____ Strategy _____ Scope Mapping Requirement _____		Indictment/Conviction of Felony (if applicable) Green Bank Contracts Awarded (if applicable) Prior and/or Competing Proposals (if applicable) Exceptions to Terms & Conditions (if applicable)	
AUTHORIZED SIGNATURE & CERTIFICATION			
I certify that the above information complete, true, and accurate, and that the proposal requirements noted have been completed and are enclosed. I affirm that I understand and will comply with Green Bank’s procedures. I understand that this proposal may be disqualified if the solicitation requirements are not met. I the undersigned am authorized to commit my organization to this proposal.			
Signature		Name	
Title		Organization	
Phone			

NOTE: This completed form **MUST** be signed and attached to the front of your proposal.



Attachment B
State Contracting Requirements

The selected proposer (“Selected Party”) must comply with applicable Connecticut state contracting obligations.

1. **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:

2. **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.

3. **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.

4. 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.

5. 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.

6. 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.

7. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Green Bank has provided to the Consultant the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Consultant represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Consultant shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

8. Iran Energy Investment Certification.

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Consultant certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- b. If the Consultant makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Consultant is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

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>
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