

## REQUEST FOR PROPOSALS FOR BIDIRECTIONAL ELECTRIC VEHICLE WORKING GROUP CONTRACTOR

### I. PURPOSE

The Connecticut Green Bank (“Green Bank”), Eversource Energy, and United Illuminating, (collectively the EDCs) seek proposals from qualified consultants (“Contractor”) to support the convening, facilitation, and synthesis of a Bidirectional Electric Vehicle Working Group (“Working Group”), as directed by the Connecticut Public Utilities Regulatory Authority (“PURA”), and to assist Green Bank in developing findings and recommendations regarding the integration of bidirectional electric vehicles (“EVs”) into Connecticut’s Energy Storage Solutions (“ESS”) Program.

The selected Contractor will support the Green Bank and the Electric Distribution Companies (“EDCs”), in their role as Program Administrators, to convene stakeholders, facilitate technical and policy discussions, and prepare a report to PURA presenting the Working Group’s findings and recommendations.

### II. GREEN BANK BACKGROUND

The Green Bank was established by the Connecticut General Assembly in 2011. As the nation’s first green bank, it is leading the clean energy finance movement by leveraging public and private funds to scale-up renewable energy deployment and energy efficiency projects across Connecticut. The Green Bank’s success in accelerating private investment in clean energy 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. For more information about the Green Bank, please visit [www.ctgreenbank.com](http://www.ctgreenbank.com).

### III. PROGRAM BACKGROUND

#### Energy Storage Solutions (“ESS”)<sup>1</sup> Background

ESS is a statewide program administered by the Connecticut Electric Distribution Companies (“EDCs”), in coordination with the Green Bank, pursuant to direction from PURA. ESS is designed to deploy cost-effective energy storage resources that provide system benefits to all ratepayers, including peak demand reduction, enhanced grid reliability, and improved integration of clean energy resources. ESS program participants participate in =“Active Dispatch”, under which enrolled storage resources are dispatched by the EDCs during system peak events to deliver grid services that reduce costs and defer infrastructure investments.

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<sup>1</sup> [Energy Storage Solutions – A new energy storage program for Connecticut Eversource and UI customers](#)

Since its inception, ESS has been reviewed annually by PURA through a formal docketed proceeding. Through these annual reviews, PURA has refined program design, eligibility requirements, incentive structures, and operational parameters to reflect evolving technologies, market conditions, and system needs. While the ESS Program has historically focused on stationary energy storage systems, PURA has increasingly considered whether emerging technologies—such as bidirectional electric vehicles capable of vehicle-to-grid (“V2G”) and vehicle-to-home (“V2H”) functionality—may be able to provide comparable grid services while advancing broader state energy and transportation goals. Previous Green Bank testimony<sup>2</sup> in this docket has emphasized that there should be distinct consideration given to light-duty (“LD”) versus medium- and heavy-duty (“MHD”) EVs.

#### Bidirectional EV Order

On December 17, 2025, PURA issued a final Decision in Docket No. 25-08-05<sup>3</sup>, the Annual Energy Storage Solutions (“ESS”) Program Review. In this Decision, PURA determined that while bidirectional EVs offer significant potential grid and ratepayer benefits, several foundational issues must be addressed prior to their enrollment in the ESS Program.

Accordingly, PURA directed the ESS Program Administrators to create and jointly lead a Bidirectional EV Working Group no later than **March 1, 2026**, and to submit a Bidirectional EV Report to PURA no later than **August 1, 2026**.

At a minimum, PURA directed that the Working Group include participation from the Office of Consumer Counsel (“OCC”), the Connecticut Department of Energy and Environmental Protection (“DEEP”), and a range of EV, utility, and market stakeholders, including but not limited to Tesla, Fermata Energy, Advanced Energy Economy (“ACT”), the Connecticut Storage & Solar Association (“ConnSSA”), ChargeScape, and First Student.

The Bidirectional EV Report must, at a minimum, address:

1. Whether bidirectional EVs participating in the ESS Program should be permitted to participate in other (Connecticut) state programs, including but not limited to the state’s EV managed charging program, considering potential overlap in ratepayer benefits and existing DERMS functionality;
2. ESS enrollment requirements specific to EVs, including data or telemetry requirements that may differ from those applicable to stationary storage systems;
3. Proposed ESS Program terms and conditions tailored to bidirectional EVs;
4. Eligibility criteria and enrollment incentive amounts for EVs – if enrollment incentives are recommended; and;
5. Any differentiated requirements or recommendations for MHD EVs compared to LD EVs.

Green Bank is issuing this RFP, on behalf of the ESS Program Administrators, to retain a third-party consultant to support these PURA-mandated activities.

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<sup>2</sup> [Green Bank V2G Correspondence Filed 11/07/2025](#)

<sup>3</sup> [Final Decision, Docket No. 25-08-05](#)

#### **IV. SCOPE OF SERVICES**

Through this RFP, the Green Bank seeks to retain a Contractor to undertake the following tasks:

##### **1. Research and Technical Support**

The Contractor shall:

- a. Review the PURA Final Decision in Docket No. 25-08-05 and relevant stakeholder comments;
- b. Assess bidirectional EV technologies and use cases relevant to ESS participation, including both MHD and LD EVs;
- c. Review Connecticut programs including, but not limited to, the EDCs' current and planned managed charging programs and how bidirectional EV charging use cases may interact considering potential overlap in ratepayer benefits and existing DERMS functionality;
- d. Review findings from ongoing bidirectional EV charging pilot projects, including those conducted under the Innovative Energy Solutions ("IES") Program<sup>4</sup>, such as technical requirements and tariff considerations;
- e. Research approaches used in other jurisdictions to integrate bidirectional EVs into demand response, managed charging, and/or energy storage programs, including metering requirements and tariff design;
- f. Support the development of technical and policy frameworks responsive to PURA's identified questions;
- g. Support any other research or regulatory related stakeholder questions or concerns as needed.

##### **2. Working Group Convening and Facilitation:**

The Contractor shall support the Program Administrators in convening and facilitating the Bidirectional EV Working Group, including but not limited to:

- a. Assisting the Program Administrators in identifying and inviting relevant stakeholders, consistent with PURA direction;
- b. Developing proposed agendas and meeting materials in coordination with Green Bank and the EDCs;
- c. Facilitating Working Group meetings, including managing meeting logistics, guiding discussions, and supporting balanced stakeholder engagement;

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<sup>4</sup> [Connecticut Innovative Energy Solutions: Accelerating Innovative Energy Partnerships in Connecticut](#)

- d. Supporting technical “deep-dive” discussions on issues such as dispatch feasibility, data and telemetry requirements, cross-program coordination, and MHD vs. LD differentiation;
- e. Preparing meeting summaries and documenting areas of consensus and disagreement.

3. Report Development and Regulatory Support:

The Contractor shall:

- a. Draft, in coordination with the Program Administrators, the Bidirectional EV Report required to be submitted to PURA by **August 1, 2026**. A draft Bidirectional EV Report will be shared with the Green Bank and EDCs, for review and comment by July 1, 2026. Contractor will update the Report in response to feedback and comments;
- b. Ensure the report clearly presents Working Group findings and recommendations aligned with PURA’s directives; and
- c. Support the Program Administrators in responding to questions or follow-up requests from PURA related to the report on an as-needed basis.

4. Coordination with the Interconnection Working Group:

The Contractor shall support coordination with the Interconnection Working Group (“IX WG”), consistent with PURA direction regarding the development of a recommended process for interconnecting bidirectional EVs<sup>5</sup>.

Specifically, the Contractor shall:

- a. Support the Program Administrators in providing written and/or oral updates to the IX WG regarding the Bidirectional EV Working Group’s discussions, emerging themes, and preliminary recommendations, as relevant to bidirectional EV interconnection considerations;
- b. Assist in identifying areas of alignment or potential interaction between the Bidirectional EV Working Group’s recommendations and the interconnection process as developed by the EDCs and other IX WG participants;
- c. Help ensure that policy and programmatic recommendations related to ESS participation are informed by, and do not conflict with, both current interconnection requirements along with those under development, while recognizing that responsibility for proposing revisions to the Interconnection Guidelines and PowerClerk system rests with the EDCs.

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<sup>5</sup> The final Decision in Docket No. 25-08-05 included the language, “Additionally, to establish a foundation for interconnecting bidirectional EVs, the Authority directs the EDCs, on behalf of the Interconnection Working Group, 29 to file a recommended process for interconnecting bidirectional EVs no later than July 1, 2026. This filing shall include proposed redlined and clean revisions to the EDCs’ Interconnection Guidelines, along with a description of any necessary modifications to the PowerClerk system.”

The Contractor shall not be responsible for drafting interconnection rules or filings on behalf of the EDCs, but shall provide coordination and informational support to promote consistency and collaboration across PURA-directed stakeholder processes operating on parallel timelines.

## **V. REQUIREMENTS**

### **1. PREQUALIFIED APPLICANTS**

For consultants that have been pre-qualified through Green Bank's Request for Qualifications ("RFQ") for Technical Service Providers<sup>6</sup> 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 the Green Bank's RFQ process mentioned above, 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 bidirectional charging 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](mailto:rfp@ctgreenbank.com). The 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:

<b>Description</b>	<b>Date</b>
RFP Issued	January 9, 2026
Due date for Applicant questions	January 16, 2026
Responses posted by the Green Bank	January 21, 2026
Applicant Submission Due Date	January 27, 2026
Program Administrator Decision & Bidder(s) Notification	February 6, 2026
Professional Services Agreement Signature Due Date	February 20, 2026

Proposals shall be submitted electronically to Sara Harari at the following email address: [rfp@ctgreenbank.com](mailto:rfp@ctgreenbank.com) The subject line should be identified as: "Proposal for Bidirectional EV

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

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

Green Bank and EDCs 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.

Green Bank and EDCs intend to select, by **February 6, 2026**, a contractor from among those that submit responses to this RFP to support the above-described mandated deliverable to PURA by **August 1, 2026**, and for a period extending through **December 31, 2026**, to support any follow-on discussions initiated by PURA or the Program Administrators. The Green will send an email to each applicant indicating if their application has been selected or not by **February 20, 2026**.

#### **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 directions in the notations.

##### **a. EXECUTIVE SUMMARY**

1. **[Not required RFQ-approved]** General background of Contractor
2. Relevant experience with:
  - a. Facilitating multi-stakeholder working groups involving utilities or regulators;
  - b. EVs, bidirectional charging, energy storage, demand response, and/or DER integration;
  - c. Regulatory proceedings and producing consensus-based recommendations.
3. **[Not required 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.
4. **[Not required 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.

##### **b. PROJECT SCOPE**

1. Describe your overall approach and plan for accomplishing the Scope of Services described above.

Include in the proposal any other information you may deem relevant or helpful in Program Administrator's evaluation of Contractor or proposal.

c. PROJECT TEAM

1. 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.
2. **[Not required RFQ-approved]** Identify whether your organization has a formal diversity program and is a woman- or minority-owned business.

d. COST OF SERVICES

1. Provide your proposed costs for the completion of this project. The Program Administrators will not entertain proposals exceeding \$100,000 for work performed through August 1, 2026, including convening the Bidirectional EV Working Group, preparing the Bidirectional EV Report, and participation in one subsequent technical meeting presentation.
2. The Green Bank may require additional technical or facilitation support related to bidirectional EVs and vehicle-to-grid technologies, as described in the Scope of Services above, following submission of the August 1, 2026, submission. Proposers shall therefore provide hourly staff rates for any such support beyond the quote provided above.
3. If Contractor has discounted rates for governmental entities, such as Green Bank, then please provide such rates.

## **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 for additional information to complete the application and will ultimately reject incomplete submissions.

## **VI. GENERAL TERMS AND CONDITIONS**

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

- c. 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.
- d. Green Bank's selection of a Contractor through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Contractor until the parties reach a mutual agreement.
- e. Contractor will execute a Professional Service Agreement ("PSA") as set forth in the attached Exhibit A. **If the Contractor does not agree with any of the specific terms set forth in the PSA, the 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.

## 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](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).

**PSA # [ ]; [INSERT NAME]**

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.

PSA # [ ]; [INSERT NAME]

**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.

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Consultant's Name and Title

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Name of Firm (if applicable)

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Start Date

---

End Date

---

Cost

The basic terms of the consulting agreement are: \_\_\_\_\_

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Description of Services Provided: \_\_\_\_\_

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**PSA # [ ]; [INSERT NAME]**

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.*

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### 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**

PSA # [ ] ; [INSERT NAME]

**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:**

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

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**Printed Contractor Name**

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**Printed Name of Authorized Official**

Signature of Authorized Official

**Commissioner of the Superior Court (or Notary Public)**

### My Commission Expires

PSA # [ ]; [INSERT NAME]

**Attachment A**

**Scope of Services**

[attached on following page]