



REQUEST FOR PROPOSALS FOR PARTNERSHIPS

I. PURPOSE

The Connecticut Green Bank (“Green Bank”) seeks proposals from qualified and mission-aligned organizations to establish partnerships that expand awareness, understanding, and adoption of Green Bank products, services, and programs. Through this Request for Proposals for Partnerships (“RFP”), the Green Bank invites proposals from a broad range of potential partners, including but not limited to contractors, consultants, industry associations, nonprofit organizations, community-based organizations, local or regional government entities, trade groups, and other public or private entities capable of serving as effective channel partners.

The objective of this RFP is to identify partners that can help educate prospective customers, stakeholders, and communities; generate demand; and build a robust and sustainable pipeline of projects through innovative outreach, marketing, education, and engagement strategies. Proposals may include ideas for campaigns, targeted outreach, co-branded marketing efforts, special offers, pilot initiatives, or other creative partnership models designed to accelerate market adoption and participation.

The Green Bank welcomes partnership concepts that increase awareness and uptake of any current Green Bank offering, including but not limited to: C-PACE; Solar Power Purchase Agreements (PPAs); Solar Roof Lease; Solar Loan; Smart-E Loans; Energy Storage Solutions; Green Liberty Notes; environmental infrastructure financing offerings; or other renewable energy, energy efficiency, resilience and environmental infrastructure products and services administered or developed by the Green Bank, and all other existing and future Green Bank offerings. The Green Bank will seek to enter Professional Service Agreements or Memorandums of Understanding with successful proposals.

The Green Bank is particularly interested in partnerships that leverage trusted networks, existing relationships, or community-based channels to reach new, underserved, or hard-to-reach audiences, reduce barriers to participation, and advance the Green Bank’s

mission of driving investment, environmental benefits, and economic opportunity across Connecticut.

II. GREEN BANK BACKGROUND

The Green Bank was established by the Connecticut General Assembly in 2011 as the nation's first state-level green bank and has since supported the creation of nearly 30,000 green jobs in the state, while reducing the energy cost burden on over 71,000 families, businesses, and nonprofits.

The Green Bank's vision is a planet protected by the love of humanity and its mission is to confront climate change by increasing and accelerating investment into Connecticut's green economy to create more resilient, healthier, and equitable communities. This is accomplished by leveraging limited public resources to scale-up and mobilize private capital investment into Connecticut. To date, the Green Bank has mobilized more than \$3 billion into the State's green economy. This has reduced the energy costs for thousands of families and businesses, and reduced greenhouse gas emissions that cause climate change and worsen public health.

In 2021, the Green Bank's scope was expanded beyond green energy into environmental infrastructure, which includes subsectors such as agriculture, land conservation, parks and recreation, environmental markets, water, and waste and recycling.

The Green Bank develops and administers various financing, investment, and incentive programs for energy efficiency and renewable energy projects for residential, commercial, industrial, institutional, and municipal customers in Connecticut. These projects include, but are not limited to, energy upgrades such as weatherization, efficient lighting, appliances, HVAC systems, fuel conversion, solar photovoltaic systems, hot water systems, battery storage, and electric vehicle (EV) charging infrastructure. In addition, the Green Bank engages with a network of contractors, banks, credit unions and other capital providers to attract private financing and investment to help support its programs. For more information about the Connecticut Green Bank, its mission, programs, products and services, please visit www.ctgreenbank.com. The Green Bank's portfolio of products and services changes over time, along with its priorities and these materials provide proposers a resource when developing partnership concepts under this RFP.

III. PARTNERSHIP BACKGROUND

Achieving statewide scale and equitable access to clean energy and environmental infrastructure solutions requires strong partnerships and effective market engagement. The Green Bank has a demonstrated track record of working with contractors, industry

associations, local and regional governments, nonprofit organizations, community-based partners, and other stakeholders to design and implement outreach campaigns, sector-based initiatives, and targeted engagement strategies that educate customers, stimulate demand, and build pipelines of financeable projects. Through this RFP, the Green Bank seeks to build on this experience by establishing flexible, scalable partnership relationships that can adapt to evolving market needs and support both existing and future Green Bank products and services.

Past and ongoing partnership efforts have included co-branded marketing campaigns, sector- or geography-specific outreach initiatives, time-limited or special financing offers, and collaborative efforts that leverage trusted intermediaries and existing networks to reach new or underserved audiences. These partnerships have played a critical role in increasing program awareness, reducing information and transaction barriers, and accelerating adoption across a diverse range of customer segments and market sectors.

IV. SCOPE OF SERVICES

Through this RFP, the Green Bank seeks proposals for partnership-based activities that support education, outreach, demand generation, and pipeline development for one or more Green Bank products, services, or programs. Proposals should be structured to describe how the proposed partnership will function as a channel for reaching prospective customers, stakeholders, or market actors and how it will advance awareness, understanding, and participation in Green Bank offerings.

Proposals may focus on a single Green Bank product or service, or may span multiple products or market segments. The Green Bank recognizes that many partners engage audiences holistically and encourages proposals that reflect integrated or cross-cutting approaches where appropriate. Partnerships may be designed as time-limited campaigns, pilot initiatives, performance-based engagements, or ongoing engagement models and may be implemented at the statewide, regional, or local level.

Proposed activities may include, but are not limited to: targeted outreach and education; marketing and communications campaigns; co-branded materials or events; customer or stakeholder engagement strategies; lead generation and referral models; special or limited-time offers; sector- or geography-specific initiatives; and other creative approaches that reduce barriers, increase participation, and build a pipeline of eligible projects or customers.

The Green Bank is open to a range of partnership structures and levels of support, which may include direct funding, indirect support such as marketing or communications resources, financing enhancements or special offers, technical assistance, data sharing,

or other forms of collaboration, subject to mutual agreement and availability of resources. The Green Bank is particularly interested in performance-based models where partners are funded or incentivized to create leads and closed projects for Green Bank products and offerings. Similarly, the Green Bank is interested in models that require limited financial support or provide a path towards financial self-sufficiency, but would benefit from early Green Bank support.

V. ADDRESSING MARKET NEEDS AND EXAMPLE GREEN BANK FOCUS AREAS

The Green Bank's products, services, and market priorities evolve over time in response to changing policy objectives, market conditions, customer needs, and emerging opportunities. As such, the focus areas described below **are illustrative and non-exhaustive and are intended to highlight known market gaps and priority needs, rather than limit the scope of eligible partnership concepts**. The Green Bank also welcomes proposals that identify new or emerging opportunities aligned with its mission.

Proposers are encouraged to bring forward partnership ideas that address underserved markets, customer segments, technologies, geographies, or barriers to participation, including those not explicitly identified below.

The Green Bank is particularly interested in partnerships that leverage relationships with trusted intermediaries, contractors, or community-based channels to expand participation among underserved communities, small businesses, and customer segments that have historically faced barriers to clean energy adoption, climate adaptation and mitigation, or to accessing financing.

Green Bank Commercial Solar Offerings (Commercial Property Assessed Clean Energy (C-PACE), Solar PPA, Solar Roof Lease & Solar Loan)

For its portfolio of commercial solar offerings, the Green Bank is interested in partnerships that address gaps in adoption in the following markets:

- Manufacturing and industrial facilities
- Hospitality (e.g., lodging, restaurants)
- Commercial real estate, including owner-occupied and portfolio-level properties
- Particular interest in underserved market segments, including but not limited to:
 - Nonprofit and mission-driven organizations
 - Naturally Occurring/Subsidized Affordable multifamily housing
 - Commercial properties owned by vulnerable or under-represented groups
 - Community-based organizations

Commercial Property Assessed Clean Energy (C-PACE)

Along with the forementioned support of solar PV, the Green Bank's C-PACE program also supports energy efficiency and resilience projects for both building retrofits and new construction. The Green Bank is interested in increasing adoption of C-PACE to address market gaps and to leverage the financing mechanism for measures in which it is underutilized.

This may include but is not limited to the markets listed in the above section.

Additionally, priority needs include increasing uptake of energy efficiency measures, expanding awareness of C-PACE as a financing tool, and supporting emerging opportunities such as:

- Resilience and climate adaptation measures
- Energy efficiency paired with solar or as standalone measures
- Integration of new or emerging technologies
- Comprehensive retrofit approaches that bundle multiple improvements

Energy Storage Solutions

As co-administrators of the Energy Storage Solutions program, the Green Bank is focused on expanding access and participation among:

- Low-income and underserved communities, including Affordable Multifamily Housing
- Grid-edge residential and commercial customers
- Customers facing reliability, resilience, or outage-related risks
- Other priority customers

Partnership concepts that support customer education, community engagement, or innovative deployment models for energy storage in these contexts are of particular interest.

Smart-E Loans

For the Smart-E Loan program, the Green Bank is focused on expanding access for:

- Low- and moderate-income (LMI) homeowners
- Underserved and historically marginalized communities

In addition to traditional energy efficiency and renewable energy measures, the Green Bank is increasingly interested in partnership concepts that support:

- Resilience improvements (e.g., backup power, building durability)
- Environmental and climate adaptation measures, such as floodproofing, FORTIFIED roofs, and water-related improvements (i.e., septic systems and wells)

Cross-Cutting Priorities

Across its portfolio, the Green Bank prioritizes partnerships that advance:

- Equitable access to financing and participation
- Engagement with underserved, energy justice, and environmental justice communities
- Market development strategies that reduce structural, informational, or transactional barriers

The Green Bank welcomes proposals that span multiple products or services, address cross-cutting barriers, or propose innovative approaches that support programs or market needs not explicitly described above.

VI. REQUIREMENTS

Proposer responding to this RFP must demonstrate the experience, capacity, and qualifications necessary to serve as effective partners in advancing awareness, education, and adoption of Green Bank products, services, and programs.

A. Eligibility

Eligible proposers may include, but are not limited to: contractors; consultants; industry or trade associations; nonprofit organizations; community-based organizations; local or regional government entities; and other public or private entities capable of serving as effective channel partners.

B. Required Experience and Qualifications

Proposers must demonstrate, as applicable to the proposed partnership, the following experience and qualifications:

1. Relevant Outreach or Partnership Experience

Experience designing, implementing, or supporting outreach, education, marketing, engagement, or partnership-based initiatives related to clean energy, renewable

energy, energy efficiency, environmental infrastructure, sustainability, climate, housing, community development, resilience, or related fields.

2. Audience, Market, or Sector Knowledge

Demonstrated understanding of, access to, or trusted relationships with the audience(s), market segment(s), technology(ies), or geographic area(s) the proposer intends to engage.

3. Organizational Capacity

Demonstrated ability to manage and deliver partnership activities, including appropriate staffing, systems, and internal or external resources.

4. Mission and Program Alignment

Alignment with the Green Bank's mission and objectives, including reducing barriers to participation, supporting market development, and advancing environmental and economic benefits across Connecticut.

5. Ability to Collaborate

Demonstrated ability to work collaboratively with public, private, and community-based partners, including alignment with Green Bank staff, branding, and communications requirements, as applicable.

6. Compliance and Contracting Readiness

Ability to comply with applicable state and federal laws, regulations, and Green Bank contracting requirements, including nondiscrimination, ethics, and reporting requirements, as applicable.

C. Preferred Experience

The following experience is preferred but not required:

1. Experience supporting or promoting clean energy, renewable energy, energy efficiency, EV charging infrastructure, resilience, or environmental infrastructure financing programs.
2. Experience developing or implementing targeted outreach campaigns, sector-based initiatives, or demand-generation efforts.
3. Experience working with underserved, historically marginalized, or hard-to-reach communities or market segments.
4. Experience leveraging existing networks, memberships, or community relationships to drive participation or engagement.

5. Demonstrated experience with the product or service the proposal addresses

VII. PROPOSAL PROCESS

Each prospective proposer shall carefully examine this RFP for Partnerships and any and all amendments, exhibits, revisions, or supplemental materials issued by the Green Bank. Proposers are responsible for familiarizing themselves with all requirements and expectations prior to submitting a proposal.

This is a rolling RFP, meaning proposals may be submitted on an ongoing basis and will be reviewed periodically as received. Green Bank reserves the right to solicit or encourage proposals under this RFP in connection with specific initiatives or priority needs, including through targeted outreach or informational sessions; however, participation in any such session is not required.

Questions and Requests for Clarification

Any questions, requests for clarification, or requests for interpretation related to this RFP must be submitted in writing via email to:

Robert Schmitt

Director, Marketing & Outreach
Connecticut Green Bank
robert.schmitt@ctgreenbank.com

Green Bank may respond to written inquiries in writing and, at its discretion, may share responses or clarifications with other prospective proposers to ensure consistency and fairness.

Required Pre-Response Meeting

All proposers are **required** to participate in a pre-response meeting with Green Bank prior to submitting a proposal.

To request a pre-response meeting, interested entities must email Robert Schmitt at robert.schmitt@ctgreenbank.com and include a **brief executive summary (one to two paragraphs)** describing:

- The proposing entity;

- The general nature of the proposed partnership concept or approach, including expected level of Green Bank participation in terms of time, scale of monetary contributions if applicable, and shared resources;
- The audience or market segment to be addressed; and
- The relevant Green Bank products or initiatives.

Initial pre-response meetings will be conducted with Robert Schmitt and may include additional Green Bank staff at their discretion, including representatives from relevant program, product, or functional teams.

Participation in a pre-response meeting is intended to support alignment and understanding and does not guarantee, imply, or confer any advantage in the proposal review or selection process, nor does it obligate Green Bank to accept or fund a subsequent proposal.

Proposal Submission Requirements

Proposals must be submitted electronically via email to: robert.schmitt@ctgreenbank.com

The email subject line must be clearly labeled as:

“Proposal for Green Bank Partnership – [Organization Name]”

Because this is a rolling RFP, there is no single submission deadline. Proposals will be reviewed on a periodic basis as received.

Proposal Format and Content

To enable a consistent and efficient review process, proposals should generally follow the format outlined below. Each section is expected to be addressed; however, proposers may include additional information as needed for clarity or completeness. Green Bank may establish page limits or additional guidance for specific initiatives.

1. Executive Summary

A concise overview of the proposing organization, the proposed partnership concept, and the intended outcomes.

2. Organizational Background and Qualifications

- Organizational history, mission, and relevant experience (including outlining experience relative to clean energy, resilience, financing, working in low-income and disadvantaged communities, etc. as indicated by the proposal).
- Key personnel and roles

- Relevant past or current partnerships, campaigns, or initiatives
- Disclosure of any material litigation, defaults, or circumstances that could affect the proposer's ability to perform

3. Proposed Partnership Approach

- Description of the proposed activities, strategies, or services
- Target audiences, markets, or stakeholders
- Green Bank products, programs, or initiatives to be supported
- Expected outcomes, deliverables, and measures of success, including timelines and anticipated milestones

4. Roles and Responsibilities

- Proposer responsibilities and expected time commitment
- Green Bank support requested (e.g., marketing support, data, coordination, funding, staff time, or other resources)

5. Budget and Cost of Services (if applicable)

If requesting direct funding from Green Bank, provide a proposed budget or cost structure. Costs should be presented as not-to-exceed unless otherwise agreed in writing.

Review and Selection Process

Proposals submitted under this RFP will be reviewed by members of the Green Bank's Marketing & Outreach team, in coordination with relevant program or product staff, as appropriate.

As part of the review process, Green Bank may:

- Request additional information or clarification
- Invite proposers to participate in interviews or follow-up discussions
- Negotiate scope, structure, timeline, or budget
- Select one or multiple partners
- Provide partial or phased funding
- Decline to fund any or all proposals

Green Bank reserves the right to make selections without discussion and does not commit to awarding funds or entering into an agreement as a result of this RFP. Submission of a proposal does not create any binding obligation on the part of Green Bank.

The Green Bank will consider and score proposals across several metrics including:

- Focus on target market of strategic importance to the Green Bank
- Clear acquisition strategy or approach leading to adoption of Green Bank products or services
- Overall approach efficacy
- Outreach partner's share of proposal cost and time requirements
- Nature and level of Green Bank support and engagement required
- Knowledge and understanding of relevant Green Bank product or services
- Overall budget & cost of services

VIII. GENERAL TERMS AND CONDITIONS

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 Open RFP, to waive irregularities or to cancel or modify the Open RFP in any way, and at any Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.

B. Green Bank further reserves the right to make selections under this Open RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint.

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

D. Green Bank will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this Open RFP.

E. Green Bank's selection of a proposer through this Open RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected proposer until the parties reach a mutual agreement.

F. State Contracting Obligations. Consultant understands and agrees that the Green Bank will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a and all other applicable state contracting requirements as a quasi-public state agency.

H. CT-FOIA –Proposers supplying information to the Green Bank should be aware that we are subject to the provisions of the CT Freedom of Information Act (CT-FOIA) and information provided to us may become the subject of a CT-FOIA access request.

I. Proposers will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A unless a MOU approach is applicable in a non-consultant partnership relationship. If the Proposer does not agree with any of the specific terms set forth in the PSA, the Proposer must set forth such terms and rationale in your response.

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

EXHIBIT A

SAMPLE 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 (“Work”) as detailed in Consultant’s proposal in Attachment A, 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 Work 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 Work 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 Work under this Agreement are 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 WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

4. **Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees and expenses. Out of pocket expenses shall be billed at cost with receipt. Expenses above \$75.00 are subject to the Green Bank's prior written approval [only if applicable, otherwise remove]. All invoices shall be subject to Green Bank's approval for conformity with the terms and conditions of this Agreement. For approved invoices, Green Bank will pay Consultant within thirty (30) days of receipt by Green Bank of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to Green Bank in connection with Work 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 Work 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 Work of this Agreement or any other active agreements between Green Bank and Consultant.

7. **Disclosure of Information.** Consultant agrees to disclose to Green Bank any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to Green Bank without the prior written permission of Green Bank, unless such information is otherwise available in the public domain.

8. **Termination.** (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, Green Bank shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by Green Bank, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services

to Green Bank or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. Green Bank will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If Green Bank terminates this Agreement for cause, then Green Bank will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages Green Bank may have otherwise accrued as a result of said termination.

9. Indemnification and Limitation of Liability. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Green Bank, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

10. Quality of Service. Consultant shall perform the Work 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 Work 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 Work 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. 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.

15. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the Consultant makes the representations set forth in the Consulting Agreements Representation (OPM Form 2) attached hereto.

16. Campaign Contribution Restriction and Certification. For all state contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf. The Consultant makes the representations set forth in the Campaign Contribution Certification (OPM Form 1) attached hereto.

17. Occupational Safety and Health Act Compliance. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided

such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

18. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Consultant, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Consultant, (B) any principals and key personnel of the Consultant, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Consultant or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Consultant, or agent of the Consultant or of such principals and key personnel, knows of any action by the Consultant to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Consultant to provide a gift to any such public official or State employee; and
- c. That the Consultant is submitting bids or proposals without fraud or collusion with any person.

19. Large State Contract Representation for Official or Employee of Quasi-Public Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Green Bank official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

20. Limitation on Recourse. All liabilities and obligations of Green Bank under this Agreement are subject and limited to the funding available under Connecticut law.

21. Non-impairment and Assessment. As a further inducement for the Consultant to enter into this Agreement, subsection (h) of section 16-245n of the Conn. General Statutes is incorporated into this Agreement.

22. Freedom of Information Act. Green Bank is a “public agency” for purposes of the Connecticut Freedom of Information Act (“FOIA”). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by Green Bank pursuant to an FOIA request, Consultant should specifically and in writing identify to Green Bank the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) Green Bank has no obligation to notify Consultant of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) Green Bank may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank’s possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

23. Execution and Facsimile. This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President and CEO

CONSULTANT

By: _____
INSERT NAME
INSERT TITLE



**STATE OF CONNECTICUT
CONSULTING AGREEMENT REPRESENTATION**

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

INSTRUCTIONS:

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES: _____
Name of Former State Agency Termination Date of Employment

SIGNATURE AND NOTARIZATION ON NEXT PAGE

Contractor

Contractor Name: _____

Name of Signatory (print): _____

Title of Signatory: _____

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized

