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CONNECTICUT GREEN BANK

REQUEST FOR PROPOSALS FOR SOLAR AND STORAGE DEVELOPMENT TECHNICAL ASSISTANCE

I. PURPOSE

The Connecticut Green Bank ("Green Bank") seeks proposals from qualified firms ("Contractor") for assistance in developing state, municipal, and affordable multifamily solar and solar and storage projects.

II. GREEN BANK BACKGROUND

The Green Bank was established by the Connecticut General Assembly on July 1, 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 2026, Clean Energy States Alliance awarded the Green Bank with the State Leadership in Clean Energy Award for the Solar Marketplace Assistance Program Plus ("Solar MAP+") for innovating the role of the green bank and creating an outstanding program that is highly replicable, cost-effective, and successful in its implementation. For more information about the Green Bank, please visit www.ctgreenbank.com.

III. PROGRAM BACKGROUND

The Green Bank Solar MAP+ program helps Connecticut state agencies, municipalities, and affordable multifamily housing adopt solar and battery energy storage system ("BESS") using its financing products. Through this program, the Green Bank provides turnkey solar and storage project development support and financing to simplify the steps of the process so our partners can access renewable energy, resiliency and energy savings with fewer challenges and roadblocks. Solar MAP+ provides comprehensive site assessment, feasibility, and design, secures incentives and partnerships for financing and Engineering, Procurement & Construction ("EPC") services. Property owners contract with the Green Bank for each project using Green Bank financing products, such as the Solar Power Purchase Agreement or Solar Lease. Green Bank will utilize support from the awarded Contractor to identify feasible projects for development in Connecticut and provide technical analysis for their development.

IV. SCOPE OF SERVICES

The Green Bank is seeking technical assistance to expand the deployment of solar and BESS to municipal, state and affordable multifamily facilities by aggregating demand across groups of projects with similar development timelines. Broadly, the Green Bank seeks assistance with site due diligence, project development, and technical analysis of bid submissions from requests for proposals ("RFPs") for financing or EPC services. The scope of services includes:

a) Program Support: Provide comprehensive support including ongoing Program coordination, participation in routine team calls, troubleshooting specific project barriers, Program and policy alignment, and ongoing adaptation of program delivery in response to stakeholder needs, observed trends, and changes to federal and statewide clean energy initiatives. Such support may include, but is not limited to:
    a. Technical support on individual project development barriers as needed
    b. Provide high level solar ready guidance for future projects
    c. Provide feedback on new state incentive policy design and the changing federal landscape as needed.
    d. Lead periodic presentations to CGB of various relevant industry topics and current trends to expand the team's knowledge base
    e. Review of utility bills to determine customer's offsetable rate for netting projects
    f. Review interconnection feedback from utilities for technical and cost implications and troubleshoot alternatives. As needed, lead communications with the applicable utility with CGB providing introductions as appropriate to facilitate coordination.

b) Project site visits and due diligence for feasibility of a solar and/or BESS, including but not limited to:
    a. Review of roof and site conditions to identify any technical, environmental, structural or logistical constraints for solar PV installation or BESS
    b. Inspect electrical equipment and metering configuration to identify potential points of interconnection, transformer and service feasibility, and trench paths
    c. Collection of utility information, including metering configuration and hosting capacity
    d. Collection of site photos and all available documentation including:
        i. Roof age and condition or roof warranty information if available
        ii. Building drawings and electrical plans
        iii. Utility information, including metering configuration and hosting capacity

c) Development of solar site plans and reports, including but not limited to:
    a. System design, equipment location, and layout with system size and estimated production
    b. Point(s) of interconnection
    c. Proposed trench path
    d. Estimated build cost and overall project feasibility, including constraints and applicable development considerations

e. Offsetable rate calculations, peak demand, and applicable rate case.
f. On-site electrical service details (e.g., amps and volts) and flag any potential impacts from solar or storage installations

d) Project due diligence for feasibility of BESS project, including but not limited to:
    a. Review integration with site's electrical equipment, including but not limited to service equipment, transformer, generators (if applicable), and solar PV installation
    b. Conduct analysis to compare site's interval load data and solar PV production interval data to determine reasonable BESS performance
    c. Review for compliance with Energy Storage Solutions ("ESS") incentive requirements, utility interconnection requirements, and all applicable codes and standards.
    d. Determine future usage profile considerations (e.g., operational changes, HVAC and lighting upgrades, EV Charger installation, etc.).

e) Development of BESS plan and report, including but not limited to:
    a. Recommended BESS system size(s) (kWh) and inverter size (kW), configuration(s) (BTM/FTM, AC vs, DC coupled), and location(s) with trench paths. Confirm full or partial load back up in an outage scenario and identify which circuits would be covered.
    b. Implications for pairing with solar PV project
    c. Identify any electric service or transformer upgrades and any permitting or siting considerations, along with likely timeline
    d. Proposed operational plan including interactions with any onsite equipment and that meets all ESS dispatch requirements, peak shaving capability, and resiliency efforts.
    e. Provide estimated inputs for Green Bank financial modeling including but not limited to:
        i. Order-of-magnitude capital cost, broken out by equipment, EPC, interconnection/utility upgrades, BOS, contingency
        ii. Estimates for any grid charging (kWh and $)
        iii. Demand savings estimates
        iv. Depth of Discharge, nameplate vs. usable capacity
        v. Round-trip efficiency
        vi. Degradation, useful life
        vii. Ongoing costs (EMS/software costs, operations & maintenance)

f) Technical assistance with the Program's RFP for financing or EPC services, including but not limited to:
    a. Review of the technical requirements and materials and attendance at pre-bid site walkthroughs
    b. Support for responses to technical or project-related bidder questions during the RFP Q&A period

c. Review of proposer qualifications and bid submissions for equipment specifications, layouts, production, pricing, and compliance with RFP requirements
d. Identification of inconsistencies or incomplete information, comparison of bids, and presentation or write-up of findings to the Green Bank to support award decisions

V. REQUIREMENTS

1. PREFERRED QUALIFICATIONS

- Two years of experience with all aspects of the development or construction of distributed solar projects
- Extensive knowledge of Connecticut's solar regulatory and incentive structures and willingness to learn and become experts in the anticipated NRES and RRES successor programs
- Qualified engineer on staff
- Ability to attend site visits in Connecticut within short notice (required)

2. PROPOSAL PROCESS

Each bidder shall carefully examine the RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. 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 by email to RFP@ctgreenbank.com by **November 2nd**. 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 requirements should be observed:

a. Proposals must be received no later than **5pm ET on November 18th, 2026**. Proposals received after the aforementioned date and time may not be considered in Green Bank's sole discretion.

b. Proposals shall be submitted electronically to RFP@ctgreenbank.com email address with the subject line should be identified as: "Proposal for Solar MAP Technical Assistance".

c. Contractors may be required to interview with Green Bank staff if deemed necessary.

3. PROPOSAL FORMAT

The following format should be followed in order to provide Green Bank with a working basis on which to compare one proposal with another. Each of the elements within this outline is expected

to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification. Please limit proposals to **no more than five pages.**

a. EXECUTIVE SUMMARY

1. General background of Contractor, including history of the company, number of employees, clients and solar and BESS development experience.
2. Listing of three (3) clients for reference for whom Contractor has performed similar services as those contemplated by this RFP. Please include the name, email, and telephone number(s) of the contact person at each reference. References for clients in Connecticut are preferred.
3. Description of any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with Green Bank. A description of the circumstances involved in any defaults by the proposer. If you have been subjected to any outside audits in the past three years, state by whom the audit was performed, for whom, the facility involved, and the results of the audit.
4. The Green Bank encourages the participation of businesses owned by Minorities, Females, and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or though sub-contracting efforts. Accordingly, the Green Bank requests that Proposers indicate whether their company is either (1) considered a Disadvantaged Business Enterprise (DBE)[1] as defined by the U.S. Environmental Protection Agency (EPA), (2) is certified as a Minority Business Enterprise by the DAS's Supplier Diversity Program,[2] and/or (3) is certified as a Woman-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA).[3]

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

b. TECHNICAL REQUIREMENTS

All proposals which comply with submittal requirements will:

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

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[1] EPA's DBE program definition includes, but is not limited to, Asian Americans, Black Americans, Hispanic Americans, Native Americans, Disabled Americans, and Women. For more information, see EPA's Frequently Asked Questions for DBEs, https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises.

[2] For more information on DAS's Supplier Diversity Program, see, https://portal.ct.gov/das/procurement/supplier-diversity/sbe-mbe-program-certification-application-small-or-minority-business-enterprise?language=en_US.

[3] For more information on SBA's WOSB Program, see, https://www.sba.gov/federal-contracting/contracting-assistance-programs/women-owned-small-business-federal-contract-program#id-program-eligibility-requirements.

4. Describe any experience developing solar and BESS projects in Connecticut, specifically noting projects that have participated in the CT NRES, RRES, or ESS incentive programs. Example project deliverables are encouraged but not required.
5. List any technical tools or modeling platforms the Contractor uses

c. SAMPLE SOLAR AND BATTERY REPORT

Provide a sample solar site report and BESS assessment for Example Project A described in **Exhibit B**. For full access to materials in Exhibi B, submit an email request to RFP@ctgreenbank.com with subject line "Request for RFP Exhibit B Access" to obtain access to the shared folder with interval data and utility bills. Please include all email addresses requiring access. The sample shall include, at minimum, the diligence and analysis items identified in Section IV that can be reasonably assumed from remote review and publicly available resources. Projects shall be assumed to participate in the Connecticut Non-Residential Renewable Energy Solutions (NRES) and Energy Storage Solutions ("ESS") programs. Proposers shall clearly identify assumptions, data limitations, and conditions that could affect the conclusions or outputs. The sample deliverables may be submitted as an appendix with 2 page maximum per report and will not count toward the five-page proposal limit.

d. COST OF SERVICES

1. Please provide your proposed costs for the scope of services. Green Bank will consider any proposed cost structures. Proposers may submit pricing for each individual item in the scope of services (i.e. cost for each solar project or battery assessment). Cost and payment structures that incentivize project success will be viewed favorably, such as milestone-based payments as projects move through the development process. Green Bank as a political subdivision of the State of Connecticut is exempt from the payment of excise, transportation, and sales taxes, and these taxes therefore must not be included in the price quoted.
2. If Contractor has discounted rates for governmental entities such as Green Bank, then please provide such rates.
3. Optional pricing for additional services that include:
    a. EV Charging station assessments
    b. Preparation of interconnection application materials
    c. Structural Engineering Services

e. CONTRACT TERMS

a. Green Bank intends to enter into a 1.5 year contract, with the option to amend the agreement after the first year. Estimated contract execution is January 2027 until June 2028.

VI. GENERAL TERMS AND CONDITIONS

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

1. Green Bank reserves the right to reject any or all of the proposals received in response to 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.

2. Green Bank further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. Green Bank reserves the right not to accept the lowest priced proposal.

3. Proposals must be signed by an authorized officer of the 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.

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

5. Green Bank's selection of a 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.

6. Contractor will execute a Professional Service Agreement (PSA) as set forth in the attached **Exhibit A by January 2027**. **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.**

7. **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**

8. GREEN BANK IS A "PUBLIC AGENCY" FOR PURPOSES OF THE CONNECTICUT FREEDOM OF INFORMATION ACT ("FOIA"). INFORMATION RECEIVED BY GREEN BANK IN RESPONSE TO THIS RFP 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) (EACH EXEMPTION BEING A "FOIA EXEMPTION").

IF CONTRACTOR INTENDS TO SUBMIT PROPRIETARY OR CONFIDENTIAL INFORMATION THAT IT BELIEVES QUALIFIES FOR A FOIA EXEMPTION, CONTRACTOR MUST CONSULT WITH GREEN BANK BEFORE SUBMITTING SUCH INFORMATION. FOR THE AVOIDANCE OF DOUBT, CONTRACTOR SHOULD PRESUME THAT ALL INFORMATION SUBMITTED IN CONNECTION WITH THIS RFP IS SUBJECT TO PUBLIC DISCLOSURE UNDER FOIA. WHILE PROPRIETARY BUSINESS FINANCIAL INFORMATION MAY QUALIFY FOR A FOIA EXEMPTION AND BE WITHHELD FROM PUBLIC DISCLOSURE, ALL PROPOSED PRICING, RATES, FEES, AND OTHER COMPENSATION TERMS SUBMITTED IN RESPONSE TO THIS RFP WILL BE SUBJECT TO PUBLIC DISCLOSURE AND SHOULD NOT BE DESIGNATED AS CONFIDENTIAL. GREEN BANK FAVORS TRANSPARENCY AND PUBLIC DISCLOSURE.

ONLY THE PARTICULAR INFORMATION FALLING WITHIN A FOIA EXEMPTIONS CAN BE WITHHELD BY GREEN BANK PURSUANT TO AN FOIA REQUEST, CONTRACTOR SHOULD SPECIFICALLY AND IN WRITING IDENTIFY TO GREEN BANK THE INFORMATION THAT CONTRACTOR CLAIMS TO BE EXEMPT. CONTRACTOR 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. BLANKET CONFIDENTIALITY DESIGNATIONS AND WHOLESALE REDACTIONS OF ENTIRE PAGES ARE NOT PERMITTED. ANY PROPOSED REDACTIONS MUST BE NARROWLY TAILORED TO INFORMATION THAT QUALIFIES FOR A SPECIFIC FOIA EXEMPTION. A CONVINCING EXPLANATION AND RATIONALE SUFFICIENT TO JUSTIFY EACH EXEMPTION CONSISTENT WITH THE APPLICABLE FOIA EXEMPTION AND FOIA PRECEDENT MUST BE PROVIDED.

CONTRACTOR ACKNOWLEDGES THAT (1) GREEN BANK HAS NO OBLIGATION TO NOTIFY CONTRACTOR OF ANY FOIA REQUEST IT RECEIVES, (2) GREEN BANK MAY DISCLOSE MATERIALS CLAIMED BY CONTRACTOR TO BE EXEMPT IF IN ITS JUDGMENT SUCH MATERIALS DO NOT APPEAR TO FALL WITHIN A FOIA EXEMPTION, (3) GREEN BANK MAY IN ITS SOLE DISCRETION NOTIFY CONTRACTOR OF FOIA REQUESTS AND/OR OF COMPLAINTS MADE TO THE FREEDOM OF INFORMATION COMMISSION CONCERNING ITEMS FOR WHICH A FOIA 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 A FOIA REQUEST, (4) CONTRACTOR 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.

Exhibit A

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement ("Agreement") is made as of 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 Consultant's proposal in Attachment A ("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 June 30, 2028 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 Consultant 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 Consultant 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 Consultant for the additional resources the Consultant 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, Consultant 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.

15. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Agreement on behalf of the Consultant makes the representations set forth in the Consulting Agreements Representation attached hereto.

16. 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.

17. **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 SEEC Form 10: 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.

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. 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 Office of State Ethics 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.

21. 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.

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

23. **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.

24. **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.

25. **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.

[signature page follows]

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

Consulting Agreements Representation

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Agreement on behalf of the Consultant represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Consultant has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below or in an attachment to this Agreement. “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

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:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

Printed Contractor Name **Printed Name of Authorized Official**

Signature of Authorized Official

Subscribed and acknowledged before me this_____day of_____, 20_____.

Commissioner of the Superior Court (or Notary Public)

_____My Commission Expires