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CONNECTICUT
GREEN BANK

REQUEST FOR PROPOSALS FOR CONSULTANT FOR CLEAN ENERGY TECHNICAL, REGULATORY AND ANALYTICAL SERVICES

I. PURPOSE

The Connecticut Green Bank ("Green Bank") is issuing this Request for Proposals ("RFP") to select one (1) or two (2) qualified technical service consultant(s) ("contractor") to provide the Green Bank with diverse technical, energy, and environmental services on an ongoing basis and, in some instances, on short notice (which the Green Bank generally defines as less than one month to three months). The Green Bank seeks a Contractor to support its efforts to stimulate the growth and development of clean energy investment in Connecticut — growing the state's economy, strengthening its communities, and protecting the environment. The selected Contractor(s) may be invited to support any new or existing Green Bank program requiring technical services, across one, multiple, or all of the Support Areas and example tasks described below.

II. GREEN BANK BACKGROUND

The Green Bank was established by the Connecticut General Assembly in 2011. As the nation's first green bank, it is leading the clean energy finance movement by leveraging public and private funds to scale-up renewable energy deployment and energy efficiency projects across Connecticut. The Green Bank's success in accelerating private investment in clean energy is helping Connecticut create jobs, increase economic prosperity, promote energy security and address climate change. In 2017, the Green Bank received the Innovations in American Government Award from the Harvard Kennedy School Ash Center for Democratic Governance and innovation for their "Sparking the Green Bank Movement" entry. For more information about the Green Bank, please visit www.ctgreenbank.com.

III. SCOPE OF SERVICES

The Connecticut Green Bank seeks a qualified consultant to provide regulatory, technical, economic, and benefit-cost analysis support for the residential solar and energy storage pilot program established pursuant to Section 7 of Public Act 26-127. The pilot will promote energy storage for eligible customers with existing solar photovoltaic systems potentially in the Residential Solar Investment Program ("RSIP") and/or Residential Renewable Energy Solutions ("RRES") Programs, and possibly storage systems that may or may not participate in Energy Storage Solutions ("ESS") evaluate systemwide ratepayer benefits and potential cost reductions.

The Consultant for example shall review applicable Connecticut statutes, Public Utility Regulatory Authority ("PURA") decisions, tariffs, proceedings, and policies and evaluate the pilot's interaction with existing solar, energy storage, and other ratepayer-funded programs. The Consultant shall develop a transparent and replicable benefit-cost and evaluation framework that assesses the pilot from a Connecticut ratepayer perspective, including impacts on participating and nonparticipating customers, and establishes appropriate methodologies, performance metrics,

assumptions, baselines, avoided-cost inputs, discount rates, and sensitivity analyses. Using available customer interval, solar production, battery performance, program cost, and other relevant data, the Consultant shall quantify, to the extent practicable, baseline solar exports, storage-driven export reductions, changes in grid imports and customer load profiles, solar self-consumption, battery utilization, peak-demand impacts, electric system benefits, program costs, and resulting ratepayer value, including development of appropriate counterfactual scenarios where necessary.

The Consultant shall identify data and reporting requirements necessary to measure pilot performance and shall evaluate whether measurable electric system and ratepayer benefits offset pilot costs. The Consultant shall also model the conditions under which an expanded, successor, or permanent program could be cost-effective, including variations in battery and installation costs, incentive levels, solar compensation structures, customer characteristics, battery sizing and dispatch strategies, grid services, and program scale. Based on the results of this analysis, the Consultant shall provide recommendations regarding whether and how the pilot should be continued, modified, expanded, or transitioned into a permanent program, including recommendations concerning eligibility, incentive design, battery sizing and dispatch requirements, solar charging and self-consumption, coordination with existing programs, environmental justice considerations, data and metering requirements, customer protections, program budgets and participation levels, and strategies to maximize ratepayer benefits.

The Consultant shall support the Green Bank in meeting the analysis and reporting requirements of Section 7 of Public Act 26-127, including preparation of or contributions to a final technical evaluation documenting the pilot's methodology, assumptions, data, results, benefit-cost findings, ratepayer impacts, lessons learned, and recommendations. The Consultant shall provide for example supporting analytical models, workpapers, assumptions, and documentation necessary for the Green Bank to clearly present and support the analysis before PURA, state agencies, the General Assembly, policymakers, and other stakeholders.

In addition to the scope above, the Green Bank may call upon the selected Contractor(s) to assist with the following example tasks in this or other endeavors but are not limited to:

A. **Regulatory Support** – provide comprehensive regulatory and policy support related to the Green Bank's clean energy programs and initiatives. Services may include monitoring and analyzing relevant regulatory proceedings, legislation, policies, tariffs, and market developments; reviewing and interpreting regulatory orders, decisions, and filings; supporting the development of regulatory strategies and positions; and drafting or reviewing comments, testimony, interrogatory responses, briefs, compliance filings, and other submissions to regulatory agencies. Facilitate and manage stakeholder working groups, including coordinating meetings, developing agendas and supporting materials, documenting discussions and outcomes, evaluating stakeholder input, and developing analyses, recommendations, and proposed solutions in response to directives, requests, or requirements issued by the PURA. Support may include coordination with internal program, legal, finance, and policy teams and, as appropriate, utilities, state agencies, regulators, consultants, and other stakeholders. Assignments may require rapid response analysis and drafting to meet regulatory deadlines, as well as participation in technical meetings, stakeholder engagement processes, and regulatory proceedings.

B. **Benefit-Cost Analysis and Program Evaluation**. The consultant will support the development, application, review, and refinement of benefit-cost analyses ("BCAs") for

existing and proposed clean energy programs, technologies, pilots, and regulatory initiatives. For example, this may include application of established cost-effectiveness tests, including the Utility/Program Administrator Cost Test, Ratepayer Impact Measure ("RIM") Test, Total Resource Cost ("TRC") Test, Participant Cost Test, Societal Cost Test, and other methodologies adopted or considered by PURA, Department of Energy & Environmental Protection ("DEEP"), or the State of Connecticut. The consultant should also be capable of evaluating methodologies for benefits that are difficult to quantify and monetize, including resiliency, equity, environmental justice, energy burden reduction, and benefits to low-income customers, multifamily affordable housing, disadvantaged communities, and critical facilities.

The consultant may support comparative evaluation of individual technologies and portfolios, including solar photovoltaic systems, battery energy storage systems, solar-plus-storage, electric vehicles and managed charging, energy efficiency, demand response, virtual power plants ("VPPs"), flexible loads, and other distributed energy resources. Analyses may evaluate both standalone technologies and integrated portfolios to identify potential synergies, overlapping benefits, double counting of benefits, and opportunities to optimize deployment across Green Bank and statewide clean energy programs.

C. **Rate, Tariff, and Compensation Design**. The consultant will support the Green Bank in evaluating electric rate structures, tariffs, and compensation mechanisms affecting clean energy deployment and customer economics in Connecticut. This may include design and analysis of behind-the-meter ("BTM") and front-of-the-meter ("FTM") residential and commercial retail rates; time-of-use ("TOU") and other time-varying rates; demand charges; distribution and transmission charges; export compensation; netting methodologies; Buy-All and Netting tariff structures; performance-based incentives; grid-services compensation; managed charging rates; and other mechanisms affecting distributed generation, storage, electric vehicles, and flexible demand.
   Rate design analysis may include modeling customer bills and project economics under alternative tariff structures; evaluating impacts across customer classes and technologies; assessing interactions among retail rates, export compensation, clean energy incentives, and Distributed Energy Resource ("DER") dispatch; and identifying potential unintended consequences or opportunities for improved alignment between customer behavior and electric system needs. The consultant may also evaluate approaches used in other jurisdictions, including time-differentiated export compensation, avoided-cost-based compensation, dynamic pricing, demand flexibility incentives, and other emerging rate structures.

D. **Policy Analysis** Support the Green Bank in the development of new policies to confront climate change and perform analyses and assessments of energy related public policy initiatives that may be qualitative or quantitative, including assessments of best practices regarding regulatory and market-based policies, analysis of proposed policy initiatives regarding energy supply and costs, estimated effects on businesses in Connecticut, impacts on consumers (ratepayers or taxpayers), direct job impacts, and fiscal and tax implications to the State of Connecticut.

The Contractor(s) selected through this RFP may be asked to provide services in one, multiple, or all of the Support Areas listed above. Proposals should clearly identify which Support Area(s) and example task(s) (outlined in Section III, Scope of Services) the proposal is intended to address and which areas are not able to be addressed.

IV. REQUIREMENTS

1. PREFERRED QUALIFICATIONS

In evaluating a Contractor's qualifications for the Support Area(s) and tasks addressed in its proposal, the Green Bank will consider:

– Relevant experience and qualifications in all the applicable Support Area(s) and experience with energy pricing, rate design, load forecasting, and demand analysis
– Respondents should also demonstrate the ability to translate complex technical and economic analyses into clear findings and recommendations suitable for use in regulatory proceedings and reports to policymakers.
– Diversity of staff on the proposed team
– Organizational and management capability
– Experience and qualifications providing similar services in other states or to other companies or government agencies
– Availability and accessibility of the staff assigned to the engagement
– Past performance, current workload, and the absence of actual or perceived conflicts of interest

Proposers should also note whether their firm has demonstrated any specialized capabilities relevant to a Support Area — for example, exceptionally scarce qualifications or experience, specialized equipment or facilities not readily available from other sources, or proprietary data or methods — and provide justification for the claim. Vendors are permitted, but not required, to team with subcontractors that have complementary expertise and must note this in the response.

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 (rfp@ctgreenbank.com). Green Bank may respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective bidders, if needed.

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

a. Proposals must be received no later than Wednesday, October 28, 2026 at 4:59pm Eastern. Proposals received after the aforementioned date and time may not be considered in Green Bank's sole discretion.

b. Proposals shall be submitted electronically to the Green Bank at the following email address: rfp@ctgreenbank.com. The subject line should be identified as: "Proposal for Technical Service Providers".

c. Electronic submission only. Contractors may submit Word, Excel, or PDF files. Individual files should be 100MB or less in size. Proposal PDFs should be searchable and not scanned. All electronic files must be named using the proposer's entity name in the title of the document.
d. Contractors may be required to interview with Green Bank staff if deemed necessary.
e. Final decisions will be made on/around November 13, 2026.

3. PROPOSAL FORMAT

The following format should be followed in order to provide Green Bank with a working basis on which to compare one proposal with another. Each of the elements within this outline is expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification. Please limit proposals to no more than ten (10) pages. **Proposals should clearly identify which Support Area(s) and task(s) (outlined above) the proposal is intended to address.**

a. EXECUTIVE SUMMARY

1. General background of Contractor, including history of the company, number of employees, clients and projects evaluated, including a description of the projects and their size, and whether your organization has a formal diversity program.
2. Listing of three (3) clients for reference use for whom Contractor has performed similar services as those contemplated by this RFP, please include the name and telephone number(s) of the contact person at each reference.
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. Please let us know if you are a minority-owned, veteran-owned or woman-owned business.[1]

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.

[1] We encourage all Connecticut-based small business enterprises (SBE) and minority business enterprises (MBE) to become certified with the State of Connecticut's Department of Administrative Services. You can verify your eligibility to register as an SBE and/or MBE here and apply here.

c. COST OF SERVICES

1. Please provide your proposed costs for the completion of this project in its entirety. Cost estimates will be considered as "not to exceed" quotations, except to the extent that the assumed scope is changed by mutual agreement in writing. Green Bank, as a quasi-public agency 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.

V. GENERAL TERMS AND CONDITIONS

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

a. Green Bank reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.

b. 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.

c. 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.

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 RFP.

e. 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.

f. Contractor will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A. If the Contractor does not agree with any of the specific terms set forth in the PSA, the Contractor must set forth such terms and rationale in your response to this RFP.

GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. GREEN BANK SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY

REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL BIDDER, GREEN BANK MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH GREEN BANK, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF GREEN BANK.

EXHIBIT A

SAMPLE 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 [Attachment A][described below] ("Scope of Services"), which is incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.

[INSTEAD OF AN ATTACHMENT, YOU MAY DROP-IN THE SCOPE OF SERVICES.]

2. Period of Performance. Green Bank agrees to retain Consultant, and Consultant agrees to perform the Services under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date ("Period of Performance"), unless earlier terminated in accordance with Section 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by Green Bank and Consultant.

3. Payment. Green Bank agrees to pay Consultant for the Services performed within the Scope of Services of this Agreement, but in an amount not-to-exceed INSERT AMOUNT inclusive of hourly fees and any other expenses. The person(s), and their title and their hourly rate, performing the Services under this Agreement are [set forth in the Scope of Services][as follows]:

INSERT NAME(S) AND TITLE(S)	INSERT HOURLY RATE

THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY GREEN BANK AND CONSULTANT PRIOR TO ANY SERVICES TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

TO ENSURE TIMELY PAYMENT, CONSULTANT SHALL PROVIDE A FORM W-9 AND ELECTRONIC PAYMENT INSTRUCTIONS AT THE TIME OF SIGNING TO THIS AGREEMENT.

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

Connecticut Green Bank
75 Charter Oak Avenue
Suite 1-103
Hartford, CT 06106
Attn: Accounts Payable Department

UNDER NO CIRCUMSTANCES WILL GREEN BANK ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

5. Subcontracting or Assignment. Consultant shall not subcontract, assign, or delegate any portions of the Services under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from Green Bank.

6. Independent Contractor. Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of Green Bank except within the Scope of Services of this Agreement or any other active agreements between Green Bank and Consultant.

7. Disclosure of Information, Security Incident and Notification. Consultant shall adequately safeguard Green Bank confidential and nonpublic information it creates, receives, transmits, or maintains, and shall disclose to Green Bank any information discovered or derived in performing the Services. Consultant shall not disclose Green Bank information without Green Bank's prior written permission, except for information that is publicly available through no breach of this Agreement. Consultant shall ensure that all subcontractors are bound by these same obligations and safeguard such information.

Consultant shall promptly notify Green Bank in writing of any actual or suspected unauthorized access, acquisition, disclosure, alteration, or loss of such information. Consultant shall promptly provide relevant details and cooperate with Green Bank's

investigation and remediation, including providing reasonable access to, records and systems; Green Bank may conduct its own assessment or audit. Consultant shall flow down these obligations to subcontractors and ensure their prompt notice and cooperation.

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

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the 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. 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.

17. **Occupational Safety and Health Act Compliance**. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

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

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

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

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

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

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

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

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

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

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

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President and CEO

CONSULTANT

By: _____
INSERT NAME
INSERT TITLE

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

Attachment A

Scope of Services

[attached on following page]