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CONNECTICUT
GREEN BANK

REQUEST FOR PROPOSALS FOR EVALUATION, MEASUREMENT, AND VERIFICATION CONSULTANT

I. PURPOSE

The Connecticut Green Bank ("Green Bank") seeks proposals from qualified consulting firms or teams ("Contractor") to update the Green Bank's Evaluation Framework, including revising its program logic models and Financing Market Transformation Strategy, and establishing an updated set of indicators and processes for monitoring, evaluation, and public reporting of program and portfolio performance across clean energy and environmental infrastructure.

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. PROGRAM BACKGROUND

In July 2016, Opinion Dynamics and Dunsky Energy Consulting prepared *Evaluation Framework – Assessing, Monitoring, and Reporting of Program Impacts and Processes* for the Green Bank (the "Evaluation Framework"). The Evaluation Framework established the Green Bank's Program Logic Model, which links the Energize CT market environment, the Green Bank's financing market transformation process, and societal impacts, and its Financing Market Transformation Strategy, which works through four levers: supply of capital, consumer demand, financing performance data, and financing risk profile. The Green Bank continues to present the Program Logic Model and the Financing Market Transformation Strategy each year in the Non-Financial Statistics section of its Annual Comprehensive Financial Report ("ACFR").

To support the Evaluation Framework, the Green Bank has developed impact methodologies for economic development (job creation and tax revenue generation), air quality, public health, equity, and energy burden, and reports impacts across the "E4" dimensions of Economy, Environment, Energy, and Equity.

Since 2016, the Green Bank's mission and activities have expanded substantially. Its current Comprehensive Plan sets out three primary goals:

1. Leverage limited public resources to scale-up and mobilize private capital investment in the green economy of Connecticut.
2. Strengthen Connecticut's communities, especially vulnerable communities, by making the benefits of the green economy inclusive and accessible to all individuals, families, and businesses.
3. Pursue investment strategies that advance market transformation in green investing while supporting the organization's financial and sustainability goals.

Public Act 21-115 extended the Green Bank's mandate to environmental infrastructure, which is defined by the legislation as structures, facilities, stems, services and improvement projects related to (A) water, (B) waste and recycling, (C) climate adaptation and resiliency, (D) agriculture, (E) land conservation, (F)
parks and recreation, and (G) environmental markets, including, but not limited to carbon offsets and ecosystem services. Its product mix has broadened to include Energy Storage Solutions (co-administered with the electric distribution companies), resilience financing through C-PACE, organic waste, electric school buses, and retail investment products such as Green Liberty Notes & Bonds in addition to longstanding product offerings including CPACE, the Smart-E loan program, and Solar MAP+. The existing Evaluation Framework does not fully reflect these goals, programs, and sectors.

The Green Bank therefore seeks to update the Evaluation Framework so that it:

- reflects the current scope and mission of the organization;
- provides a clear, prioritized set of indicators that are practical to collect and useful for program management;
- supports consistent evaluation of paired financing and incentive programs, and of new sectors including environmental infrastructure; and
- improves how the Green Bank communicates its results to the public in an environment where Benefit Costs Analyses are used to evaluate non-green bank programs (e.g., See, Sec. 18 of Public Act 25-173).

Reference Documents. The following documents describe the Green Bank's current framework, goals, and reporting, and will serve as the starting point for the Contractor's work:

1. Evaluation Framework – Assessing, Monitoring, and Reporting of Program Impacts and Processes (Opinion Dynamics and Dunsky Energy Consulting, July 2016)
2. Data Collection and Analysis Protocol (Version 1.0, August 2018)
3. Comprehensive Plan, Fiscal Years 2027 & Beyond (July 2026)
4. Annual Comprehensive Financial Report, Fiscal Year 2025, Non-Financial Statistics section, including "Program Logic Model and the Financing Market Transformation Strategy" (pp. 195–199); current and prior ACFRs are available on the Green Bank's Reporting and Transparency page
5. Impact methodologies and supporting fact sheets published on the Green Bank's Evaluations page

IV. SCOPE OF SERVICES

A. Project Overview and Management

The Contractor will update the Green Bank's Evaluation Framework (described in Section III), including its program logic models, its Financing Market Transformation Strategy, and the indicators used for monitoring, evaluation, and public reporting. The project will be completed within three (3) months of execution of the Professional Services Agreement and will be conducted in three phases.[1]

The Contractor must obtain the Green Bank's written approval of each phase's deliverables before beginning the next phase. Indicative timing is shown for each phase; applicants may propose an alternative allocation with justification. The Contractor will:

a. hold a kickoff meeting and submit a detailed work plan and schedule within two (2) weeks of kickoff;

b. hold regular check-in calls with the Green Bank project manager; and

c. provide a brief written status update with each monthly invoice.

B. Sub-Scope 1 – Goals, Market Transformation Strategy, and Logic Models

1. **Document review and gap analysis.** Review the existing Evaluation Framework, the Data Collection and Analysis Protocol, the most recent Annual Comprehensive Financial Report, the Comprehensive Plan, and other guiding documents identified in Section III. Identify goals, programs, sectors, and reporting requirements not addressed by the current framework.
2. **Stakeholder engagement.** Conduct a workshop with senior management and program to:
   (a) clarify overall goals and targets related to market transformation, attracting private investment, new products and services, new sectors served, and broader thematic areas for anticipated programs; and
   (b) prioritize goals and intended outcomes.
3. **Market transformation strategy.** Update the Financing Market Transformation Strategy to reflect confirmed goals.
4. **Logic models.** Develop draft portfolio-level and program-level logic models, including the linkages between financing programs and the incentive programs they are paired with.
5. **Revision.** Incorporate Green Bank feedback.

C. Sub-Scope 2 – Indicators, Data, and Attribution

1. **Indicator assessment.** Review the Green Bank's existing financial and non-financial indicators and current use of the data collected for them.

[1] Note that there is a separate, regulator mandated Evaluation, Measurement, and Verification process for the Energy storage solutions program. This program should be covered by this evaluation framework but is also subject to the externally mandated EM&V process.

2. **Peer benchmarking.** Review indicators used by other Green Banks, utility programs, and impact investors] and relevant industry standards to identify gaps and opportunities.
3. **Recommended indicator set.** Recommend additions, modifications, and retirements, and prioritize key performance indicators ("KPIs").
4. **Indicator reference sheets.** For each recommended indicator, document its definition, calculation method, data source, collection frequency, responsible party, and whether it is measured or estimated.
5. **Baselines and targets.** Propose baselines and, where appropriate, targets for priority KPIs.
8. **Logic model update.** Incorporate the recommended indicators into the logic models.

D. Sub-Scope 3 – Testing, Finalization, and Handoff

1. **Test cases.** Apply the logic models, indicators, and KPIs to two (2) Green Bank programs selected jointly with the Green Bank, at least one of which should be a financing program paired with an incentive program. Assess data availability, program interactions, and the practicality of the framework in use.
2. **Revision.** Revise the logic models, indicators, and protocols based on test results.
3. **Public reporting.** Review indicators used in the Green Bank's public communications (ACFR, Annual Report, and Green Bond Reporting) and recommend changes to which indicators are reported, how they are presented, and how they are visualized.
4. **Final Evaluation Framework.** Prepare the updated Evaluation Framework document, including the process for applying the logic models and indicators to future evaluations and ongoing monitoring. Incorporate one round of Green Bank comments and presentation to the Green Bank Board of Directors

V. REQUIREMENTS

1. ELIGIBILITY AND PREFERRED QUALIFICATIONS

Eligibility. This is an open solicitation. Preference may be given to firms qualified through the Green Bank's 2025 Request for Qualifications process.

Preferred Qualifications. The Green Bank prefers Contractors whose team demonstrates:

1. experience developing or updating evaluation frameworks, program logic models, or theories of change for public or quasi-public clean energy, green finance, or economic development programs;
2. experience evaluating market transformation, including financing programs and paired financing and incentive programs;
3. experience designing key performance indicators and data collection protocols, including indicator definitions, attribution approaches, and verification methods;

4. familiarity with green banks, clean energy and environmental finance programs, and with how such programs report impact (e.g., economic, environmental, energy, and equity impacts);
5. experience benefit costs assessment tests, their development and application; and
6. experience communicating program results to public audiences, including data visualization.

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 to Eric Shrago, by email at rfp@ctgreenbank.com. 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 the proposal due date in the RFP Schedule below. 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 [Eric Shrago] at the following email address: rfp@ctgreenbank.com. The subject line should be identified as: "Proposal for Evaluation, Measurement, and Verification Consultant".

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

RFP Schedule. The anticipated schedule for this RFP is as follows:

Milestone	Date
RFP issued	October 26, 2026
Written questions due (by 3:00 p.m. ET)	November 2, 2026
Green Bank responses to questions posted	November 9, 2026
Proposals due (by 3:00 p.m. ET)	November 16, 2026
Selection and notification (anticipated)	December 1
PSA execution (anticipated)	December

Green Bank may modify this schedule at its discretion.

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 20 pages, excluding resumes, work samples, and required forms, which may be included as appendices.

a. EXECUTIVE SUMMARY

1. General background of Contractor, including history of the company, number of employees, clients and retail projects evaluated, including a description of the projects and their size.
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.[2]

5. Identify any potential conflicts of interest arising from current or past clients or engagements, and describe how you would address them.

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. Given the stated goals of this RFP, please feel free to suggest an alternate approach to updating the program logic models and evaluation framework that ensures a completed set of deliverables by March 30, 2027.
4. 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.
5. Describe your approach to each sub-scope described in Section IV, including a work plan and schedule demonstrating how the project will be completed within three (3) months.
6. Provide two (2) to three (3) examples of relevant prior work (e.g., evaluation frameworks, logic models, or KPI frameworks) in an appendix or by link.

c. COST OF SERVICES

[2] 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.

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.
2. If Contractor has discounted rates for governmental entities such as Green Bank, then please provide such rates.
3. Provide a cost breakdown by phase and deliverable, showing hours and hourly rates for each team member and anticipated expenses.

Confidential Information. Any material the Contractor considers confidential must be submitted as a separate PDF, labeled "CONFIDENTIAL" in its title and clearly marked "CONFIDENTIAL" on each page, and must identify the specific exemption claimed under the Connecticut Freedom of Information Act, as described in Section 22 of Exhibit A. All other proposal content should be submitted as a single, complete PDF.

4. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria and anticipated weightings, which Green Bank may adjust at its discretion:

a. **Technical Approach (40%):** understanding of the scope and the Green Bank's goals; quality and feasibility of the approach to each phase; and realism of the work plan and schedule.

b. **Qualifications and Experience (30%):** relevant experience against the Preferred Qualifications in Section V.1; qualifications and availability of key staff; and references and work samples.

c. **Cost (30%):** total cost and overall value; clarity of the cost breakdown by phase and deliverable; and reasonableness of hours and rates.

Green Bank may interview one or more applicants before making a selection.

VI. GENERAL TERMS AND CONDITIONS

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

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

b. 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.

~~10A~~. Ownership of Work Product. All reports, frameworks, logic models, indicators, data, analyses, and other materials prepared by Consultant for Green Bank under this Agreement ("Work Product") shall be the sole property of Green Bank upon creation, and Consultant hereby assigns to Green Bank all right, title, and interest, including copyright, in and to the Work Product. Green Bank may use, reproduce, modify, publish, and distribute the Work Product without restriction or further compensation. Consultant retains ownership of any methodologies, tools, and materials it developed independently of this Agreement ("Pre-Existing Materials") and grants Green Bank a perpetual, royalty-free, non-exclusive license to use any Pre-Existing Materials incorporated into the Work Product. Consultant shall not publish or otherwise use the Work Product for any other purpose without Green Bank's prior written consent.

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]