

## **REQUEST FOR PROPOSALS FOR COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY DESKTOP APPRAISAL SERVICES**

*Proposals Due: Friday, September 11, 2020, 5:00 PM EST*

---

### **I. DEFINED TERMS**

Capitalized terms which are not defined herein shall have the meaning ascribed to them in the Connecticut Green Bank (“Green Bank”) Program Guidelines (“Program Guidelines”) for the Commercial Property Assessed Clean Energy Program (“C-PACE”). An updated statement of the Program Guidelines was recently published by Green Bank and may be found [here](#).

### **II. PURPOSE**

The Green Bank seeks proposals from qualified appraisers (“Contractor”) to provide desktop appraisal services for transactions underwritten by the Green Bank for the C-PACE Program.<sup>1</sup> As part of Green Bank underwriting guidelines, certain “lien-to-value” (“LITV”) and “loan-to-value” (“LTV”) ratios are determined and considered as elements of transactional risk. The “value” in the analysis is the value of the property being improved by the financing obtained through the C-PACE Program. This is typically obtained by reference to an appraisal of the property. Desktop appraisals will provide an alternative option to certain C-PACE Borrowers to obtain a property valuation at a lower cost than traditional appraisals to achieve the goal of deploying energy-saving improvements in a commercial and industrial building. The Green Bank seeks to contract with one or two qualified appraisal firms to provide these desktop appraisal services in order to provide the C-PACE Program and property owners served by the program with a timely and cost efficient process to determine values of the relevant properties being considered for improvement.

### **III. GREEN BANK BACKGROUND**

The Green Bank was established by Connecticut’s General Assembly on July 1, 2011 as a quasi-public agency that superseded the former Connecticut Clean Energy Fund. The Green Bank’s vision is to lead the green bank movement by accelerating private investment in clean energy deployment for Connecticut in order to achieve economic prosperity, create jobs, promote energy security, and address climate change. The Green Bank’s mission is to support the Governor’s and Legislature’s energy strategy to achieve cleaner, cheaper and more reliable sources of energy while creating jobs and supporting local economic development. As the nation’s first

---

<sup>1</sup> The State of Connecticut C-PACE Program is open to a variety of qualified capital providers in addition to the Green Bank which also provides capital for C-PACE transactions. This RFP is for services to be provided solely to the Green Bank.

“green bank”, the Green Bank leverages public and private funds to drive investment and accelerate clean energy deployment in Connecticut.

#### **IV. PROGRAM BACKGROUND**

In 2012, the Connecticut legislature passed Public Act 12-2, codified in Connecticut General Statutes Section 16a-40g (the “Act”), which authorized the commercial sustainable energy program more commonly known as C-PACE. This legislation also authorized the Green Bank to administer C-PACE and establish program guidelines for the implementation of the program.

C-PACE is a financing program that allows qualifying commercial real property owners to access financing to undertake qualifying energy efficiency and clean energy improvements (e.g., solar PV) on their buildings and repay the investment through an additional charge/assessment along with their real property tax bill. Similar to a sewer assessment, projects financed through C-PACE are secured by a benefit assessment lien on the improved real property. C-PACE is available to commercial and industrial properties (including those owned by not-for-profit entities), as well as to multifamily properties with five or more units.

C-PACE is a non-accelerating, senior lien secured by the property. The repayment obligation transfers automatically to the next owner if the property is sold and in the event of default, only the payments in arrears come due. This arrangement spreads the cost of clean energy improvements – such as energy efficient boilers, upgraded insulation, new windows, or solar installations – over the expected life of the measure. Because the payment is tied to the property’s real property tax billing, a secure payment stream, financing for C-PACE projects are considered less risky than typical unsecured commercial loans, and lower interest capital can be raised from the private sector with little or no government financing required.

Benefit Assessments are a familiar tool which municipalities levy on real estate parcels to finance projects including street paving, water and sewer systems, and street lighting. C-PACE builds on a long history of using such benefit assessments and serves a public purpose through reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions and creating jobs. C-PACE is a proven and effective tool to attract private capital into the clean energy and energy efficiency market.

Pursuant to the Act, the C-PACE Program (as explained in the Program Guidelines) requires that the projected energy savings of a project must exceed the projected financing cost (as explained in the Program Guidelines, the savings-to-investment ratio or “SIR”). In other words, the SIR of the project must be greater than one. To demonstrate that SIR requirement has been satisfied the project must be reviewed and approved by an approved, independent technical reviewer.

## V. SCOPE OF SERVICES

The Green Bank seeks the following service to assist in its role as a capital provider:

- Desktop appraisal
  - Provide up-to-date commercial property desktop valuation for C-PACE-eligible properties
  - Analysis would be comprised of as-is and as-complete (factoring in value generated from installed energy-saving improvements) analyses of the property

## VI. SUBMISSION CRITERIA & OTHER REQUIREMENTS

1. Proposal should include a sample desktop appraisal that meets the following requirements:

- **DESKTOP APPRAISAL REQUIREMENTS**

- a. **Minimum Desktop Appraisal Requirements**

- **Summary:** Discusses the subject property and site including size, condition, recent improvements sale history, and planned investments. Provides As Is and (if applicable) As Complete values.
- **Salient Facts:** (property type, year of build and recent renovations, gross and rentable square feet), prospective improvements
- **Income valuation / discounted cash flow analysis:** financial metrics to include (on both a total and square foot as well as as-is and as-stabilized basis, if applicable):
  - Rent roll analysis
  - Gross income
  - Operating expense
  - Net operating income
  - Current and stabilized occupancy rates
  - Capitalization and discount rates
  - Discounted cash flow
- **Sales Comparable Valuation:** Comparable sales on a price per square foot basis factoring in adjustments (age, size, location, quality, etc.)

**b. Optional Desktop Appraisal Requirements**

- **Subject property photographs** (can be provided by client or via internet searches]
- **Property improvement analysis:** Buildings, stories, gross and net rentable area, land description, parking improvements, summary of improvements and their condition.
- **Area analysis:** Information includes:
  - Economic analysis
  - Job market
  - Sub sector performance
  - Demographics
  - Population growth patterns
  - Comparable building inventory and analysis
- **Third valuation framework** (e.g. Cost Approach, Replacement Value, Insurable Value)

- **APPRAISER REQUIREMENTS**

**a. Non-Green Bank-Approved Appraisers Only**

- If you are submitting a Desktop Appraisal RFP response as a non-Green Bank-Approved Appraiser, you will also be required to submit a [Request for Qualifications for C-PACE Appraisers response](#). As part of your response, you will also need to submit an [Appraiser Experience Checklist](#).

**b. Green Bank-Approved Appraisers Only**

- If you are a Green Bank-Approved Appraiser who is permitted to work with the Green Bank on C-PACE-eligible property valuations, the requirement to submit a Request for Qualifications for C-PACE Appraisers response will be waived.

## **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 Nicholas Zuba, by email at [Nicholas.Zuba@ctgreenbank.com](mailto:Nicholas.Zuba@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 5:00pm Eastern Time on **Friday, September 11, 2020**. Proposals received after the aforementioned date and time may not be considered in GREEN BANK's sole discretion.

- a. Proposals shall be submitted electronically to Nicholas Zuba at the following email address: [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com). The subject line should be identified as: "C-PACE Desktop Appraisal Services Proposal".
- b. Contractors may be required to interview with Green Bank staff if deemed necessary by Green Bank, in its sole 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 a sample desktop appraisal showing it meets Submission Criteria & Other Requirements and ten (10) pages answering the prompts in the following sections.

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

1. General description of the desktop appraisal that they currently provide and how it relates to the Submission Criteria & Other Requirements set forth above.
2. Listing of three (3) clients for reference use for whom Contractor has performed similar services as those contemplated by this RFP. 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. 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. Describe your overall approach, plans, and qualifications for accomplishing the specific services described above.
2. 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.

#### **c. COST OF SERVICES**

1. Provide your proposed costs for providing the services in your proposal. 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. Preference will be given for cost structures that are based on project volume (versus set fees for a defined period, for instance).
2. If Respondent has discounted rates for governmental entities such as Green Bank, then please provide such rates.

## VII. RFP MILESTONES AND TIMING

### Submission Process

Each respondent shall carefully examine this RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Respondents should familiarize themselves with all proposal requirements prior to submitting their proposal. Should the respondent require clarifications or wish to request interpretations of any kind, the respondent shall submit a written request electronically to [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com) by **Wednesday, September 2**. The Green Bank shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective respondents.

The following requirements must be observed for all proposals:

- b. Proposals must be received no later than **5:00pm Eastern Time on Friday, September 11, 2020**. Proposals received after the aforementioned date and time will not be considered.
- c. Proposals must be submitted electronically at the following email address: [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com). The subject line should be identified as: "C-PACE Desktop Appraisal Services Proposal".
- d. The Green Bank reserves the right to request an interview, supplemental information, and/or clarification from respondents as deemed necessary.
- e. Key Dates:

<b>Project Milestone</b>	<b>Estimated Date</b>
RFP Released	August 24, 2020
Clarification Questions Due	September 2, 2020
RFP Responses Due	September 11, 2020
Contractor Award Notification	September 30, 2020

## VIII. GENERAL TERMS AND CONDITIONS

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

1. The 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 time the Green Bank chooses, in its sole discretion, if the Green Bank determines that it is in the interest of the Green Bank.
2. The 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. The 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. The 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. The Green Bank's selection of a Contractor(s) through this RFP is not an offer and the Green Bank reserves the right to continue negotiations with the selected Contractor(s) until the parties reach a mutual agreement.

6. 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.

**THE GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. THE 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, THE 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 THE GREEN BANK.**

**Exhibit A**

**STANDARD PROFESSIONAL SERVICES AGREEMENT**

This Standard Professional Services Agreement (“Agreement”) is made on **INSERT DATE** (“Effective Date”), by and between the CONNECTICUT GREEN BANK (“Green Bank”), a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, CT 06067, and **INSERT NAME** (“Consultant”), having its business address at **INSERT ADDRESS**. Green Bank and Consultant together are the Parties and each individually is a Party to this Agreement.

**WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;** and

**WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;**

**NOW, THEREFORE,** Green Bank and Consultant, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide Green Bank with professional consulting services (“Work”) as detailed in Consultant’s proposal in Attachment A, which is incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.

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

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

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

**INSERT NAME(S) AND TITLE(S)**

**INSERT HOURLY RATE**

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

4. **Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees and expenses. Out of pocket expenses shall be billed at cost with receipt. Expenses above \$75.00 are subject to the Green Bank’s prior written approval [**only if applicable, otherwise remove**]. All invoices shall be subject to Green Bank’s approval for conformity with the terms and



conditions of this Agreement. For approved invoices, Green Bank will pay Consultant within thirty (30) days of receipt by Green Bank of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to Green Bank in connection with Work performed under this Agreement. Invoices shall be submitted to:

Connecticut Green Bank  
845 Brook Street  
Rocky Hill, CT 06067  
Attn: Accounts Payable Department

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

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

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

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

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

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by Green Bank, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Green Bank or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. Green Bank will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If Green Bank terminates this Agreement for cause, then Green Bank will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition

assistance with any damages Green Bank may have otherwise accrued as a result of said termination.

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

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

**10. Quality of Service.** Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.

**11. Severability.** In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

**12. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

**13. Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue Green Bank in court other than the above courts with respect to any dispute related to this Agreement.

**14. State Contracting Obligations.** Consultant understands and agrees that Green Bank will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 14. For purposes of this Section 14, Contractor and Consultant shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of C.G.S. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities (the “commission”) with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the contractor as relate to the provisions of C.G.S. Sections 4a-60 and 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under C.G.S. Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of C.G.S. Section 4a-60a and with each regulation or relevant order issued by said commission pursuant to C.G.S. Section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of C.G.S. Sections 4a-60a and 46a-56.”

Nondiscrimination Certification. Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided Green Bank with documentation evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf) .

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.

Consulting Agreements. Consultant hereby swears and attests as true to the best knowledge and belief that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with this Agreement. Contractor agrees to amend this representation if and when any consulting agreement is entered into during the term of the Contract. See Affidavit Regarding Consulting Agreements, attached.

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

**16. 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.

**17. 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.

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

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

**CONNECTICUT GREEN BANK**

By: \_\_\_\_\_  
Bryan T. Garcia, President and CEO

**CONSULTANT**

By: \_\_\_\_\_  
INSERT NAME  
INSERT TITLE