

TOWN OF



PLAINVILLE

ONE CENTRAL SQUARE, PLAINVILLE, CONNECTICUT 06062

**REQUEST FOR PROPOSALS
FOR
SOLAR PHOTOVOLTAIC (PV) SYSTEMS
RFP 2023-19**

RESPONSE DEADLINE: Monday, May 15, 2023 at 12:00 PM

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February 21, 2023

1.0 LEGAL NOTICE

LEGAL NOTICE

REQUEST FOR PROPOSALS

The Town of Plainville, Connecticut is accepting proposals for
RFP 2023-19: Solar Photovoltaic (PV) Systems

February 21, 2023

The Town of Plainville, Connecticut (the "Town") is soliciting proposals from solar energy providers (each a "Developer") to design, install, finance, own, operate, maintain, and repair up to four (4) solar photovoltaic ("PV") systems (each a "System") at certain Town sites. The Town anticipates granting irrevocable licenses for the Developer(s) to use a portion of each the Town sites for the installation, operation, and maintenance of the System(s). The Developer(s) selected (the "Awarded Developer") pursuant to the Request for Proposals (the "RFP") will design, install, finance, own, operate, maintain, and repair the Systems.

The documents comprising the RFP are available electronically and may be obtained via email by contacting Adriano Cirioli, Assistant Town Manager at purchasing@plainville-ct.gov or at the following website: <https://www.plainvillect.com/bids-rfps>.

RFPs shall be submitted in the manner specified to the Town of Plainville, 1 Central Square, Plainville, CT 06062 until **12:00 PM local, eastern standard time on Monday, May 15, 2023**.

The Town reserves the right to amend or terminate the RFP, accept or reject any or all proposals, waive any informalities or non-material deficiencies in a proposal, and issue an award to the Developer(s) for the proposal(s) that, in the Town's sole discretion and judgment, will be in the Town's best interests. The Town's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the Town's sole discretion, including but not limited to price, terms, and the relative experience and reputation of the Developer(s). Long-term owner/operators of solar projects with experience in New England are particularly encouraged to apply.

Any site license agreements shall be preceded by a notice of award and letter of intent or option agreement and, thereafter, will be contingent and non-binding until: (i) all approvals and letters of support are received from applicable local, state and federal regulatory agencies, boards and authorities; (ii) final, financeable interconnection service agreements are fully executed with the utility; and (iii) all other pertinent written documents and contracts are signed by the Town and the Awarded Developer(s).

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2.0 GENERAL INFORMATION

2.1 INTRODUCTION

The Town of Plainville, CT (the "Town") is soliciting proposals from solar energy providers (each a "Developer") to design, install, finance, own, operate, maintain, and repair at least one (1), and as many as four (4) separate photovoltaic systems (each a "System" and together, the "Systems"). The Town anticipates granting irrevocable site licenses for the Developer(s) (the "Awarded Developer(s)") to use a portion of each of the Town sites (described below) for the installation, operation, and maintenance of the System(s).

The Town would like to license available space at certain rooftop facilities with preliminary system designs that were solicited into the Year-1 Non-Residential Renewable Energy Solutions ("NRES") Program with results as documented below:

Municipal Facility (Sites)	Address	System Size in NRES RFP	Awarded Buy-All NRES Price (\$/MWh) or Year 1 Small Zero Emission Project Result
Plainville High School	47 Robert Holcomb Way, Plainville, CT 06062	600 kW AC	\$143.95/MWh
Frank T. Wheeler School	15 Cleveland Memorial Drive, Plainville, CT 06062	200 kW AC	Not Awarded, must be Re-Solicited
Middle School of Plainville	150 Northwest Drive, Plainville, CT 06062	200 kW AC	Not Awarded, must be Re-Solicited
Louis Toffolon School	145 Northwest Drive, Plainville, CT 06062	200 kW AC	Not Awarded, must be Re-Solicited

The Town is seeking interested Developer(s) to design, install, finance, own, operate, maintain, and repair Systems at each of the four proposed locations (each, a "Site" and together, the "Sites") located in Plainville, Connecticut for the duration of a long-term, irrevocable license agreement. The Town submitted each of the Sites into the Year-1 NRES Program and was awarded a NRES Tariff Agreement for Plainville High School. The executed Tariff Agreement is attached hereto (Appendix D).

The Town submitted the projects at the other three Sites into the Year-1 NRES Small Zero Emission Project Queue but were not awarded contracts. As such, the town is seeking interested Developer(s) to consider the development of these sites based upon the currently available incentives. The proposal should indicate the Developer's strategy for developing these sites to maximize the financial benefits to the Town.

The Town is not seeking to buy the power generated by the Systems. However, to the extent the System(s) receive net metering credits (or a similarly structured on-bill credit program), the Awarded Developer(s) will grant the Town a right of first refusal to receive net metering or on-bill credits (or the equivalent) from the System for the benefit of Town accounts under the most favorable terms and conditions offered to a third-party.

2.2 ISSUING ORGANIZATION

The Town of Plainville, Connecticut was founded in 1869, covers an area of 9.8 square miles, and has a population of 17,525 as of the 2020 Census. The Town is located in Hartford County, midway between New Britain and Bristol, and 14 miles southwest of Hartford. The Town is bordered by Bristol on the west, by Farmington on the north, New Britain on the east, and by Southington on the south. The Town has had a Council-Manager form of government since 1959.

The Town’s business base is diverse. Major industries include electrical products, spring manufacturing, tool making, metal stamping, heavy construction, and stone quarries. The level of growth in Plainville is holding firm in the area of commercial and light industrial building.

2.3 KEY DATES

Date	Action
Friday, February 24, 2023	RFP Posted
Tuesday April 11, 2023 at 1:00 PM	Sites Visit
Tuesday, April 18, 2023	Last Day to Submit Inquires
Tuesday, April 25, 2023	Addenda Posted
Monday, May 15, 2023 at 12:00 PM	Response Deadline

2.4 SITES VISIT

A Sites Visit for prospective Developers will be held on Tuesday April 11, 2023 at 1:00 PM. Prospective Developers will meet at Plainville High School, 47 Robert Holcomb Way, Plainville, CT 06062.

Plainville High School and the Louis Toffolon School have existing, non-operational PV systems that must be dismantled, removed, and disposed of or repurposed at Developer’s sole cost and expense. For this reason, among others, prospective Developers are encouraged to attend the Sites Visit.

2.5 INQUIRIES AND ADDENDA

Inquiries regarding this RFP must be submitted in writing and delivered by Tuesday, April 18, 2023 via mail or e-mail to:

Adriano Cirioli, Assistant Town Manager
Town of Plainville
1 Central Square, Plainville, CT 06062
purchasing@plainville-ct.gov

Responses to inquiries and any supplementary instructions in the form of written addenda will be posted at <https://www.plainvillect.com/bids-rfps> no later than Tuesday, April 25, 2023. It is the responsibility of the Developer to determine whether any addenda have been issued and to ensure that all requirements of the RFP are met prior to submittal of the proposal.

Developers are prohibited from contacting any Town employee or official concerning this RFP. A Developer's failure to comply with this requirement may result in disqualification. No oral statement, including oral statements by any Town representatives, can permit a waive, change, or modify any of the provisions of this RFP, and no Developer should rely on any such oral statement regarding this RFP.

2.6 RESPONSE DEADLINE

Responses to this RFP ("Proposals") must be received by 12:00 PM on Monday, May 15, 2023 and be addressed to:

Adriano Cirioli, Assistant Town Manager
Town of Plainville
1 Central Square, Plainville, CT 06062

2.7 SUBMISSION OF PROPOSALS

Three (3) hardcopies and one (1) digital copy (via a thumb drive) of the response to this RFP must be received at the Town of Plainville Municipal Center, 1 Central Square, Plainville, CT 06062. The sealed envelope must have the Developer's name and address and be labeled:

DO NOT OPEN | RFP 2023-19 Solar Photovoltaic (PV) Systems

The Town of Plainville reserves the right to reject or accept, in whole or in part, any response and may waive any informality.

2.8 RIGHT TO AMEND OR TERMINATE THIS RFP

The Town may—in its sole discretion—clarify, modify, amend, or terminate this RFP if the Town determines that it is in the Town's best interests to do so. The Town reserves all rights to reject any or all proposals and to negotiate agreement terms and conditions in the best interests of the Town.

2.9 WITHDRAWAL/TERMINATION

If any Awarded Developer(s) withdraws its proposal or its participation in the processes contemplated herein or if the Town terminates its relationship with any Awarded Developer, then the Town and such Awarded Developer hereby agree that the Town shall have the right, but not the obligation, within thirty (30) days following the withdrawal or termination to purchase all of the interconnection rights, studies, and applications submitted by the Awarded Developer along with any surveys or professional drawings (and the electronic data) and permits received, at the reasonable, verifiable, third-party out-of-pocket expense incurred by the Awarded Developer. The Awarded Developer shall take all necessary steps with the utility or local, state, or federal board or agency to assign the rights to such permits, interconnection rights, etc. to the Town.

2.10 NEGOTIATIONS/DILIGENCE

Site license agreements with any Awarded Developer(s) that attempt to alter terms of a proposal or negotiate with the Town in bad faith or that do not pursue all non-ministerial permits or contracts in a diligent and timely manner or pay interconnection-related costs or other payments on time shall be subject to termination at the Town's discretion and the Town shall have the authority (but not the obligation) to select another Developer(s).

2.11 CONTINGENT/NON-BINDING SITE LICENSES

Any site license agreements shall be preceded by a notice of award and letter of intent or option agreement and, thereafter, will be contingent and non-binding until: (i) all approvals and letters of support are received from applicable local, state, and federal regulatory agencies, boards, and authorities; (ii) final, financeable interconnection service agreements are fully executed with the utility; and (iii) all other pertinent written documents and contracts are signed by the Town and the Awarded Developer(s).

3.0 SCOPE OF SERVICES

3.1 PROJECT DESCRIPTION

The Town would like to license available areas at the Sites to the Awarded Developer(s) to design, install, finance, own, operate, maintain, and repair each System for the duration of a long-term license agreement. The Town makes no representation as to the suitability of the Sites for the Systems either from the standpoint of buildability, interconnection, or qualification for any state incentive program or whether the system size it solicited into the Year 1 Request for Proposals for Non-Residential Renewable Energy Solutions Program of The Connecticut Light and Power Company dba Eversource Energy and The United Illuminating Company (“NRES Year-1 RFP”) will be suitable without modification of the Sites. The determination as to the suitability of each of the Sites for the System(s) is the sole responsibility of the Awarded Developer(s), and the Town will make the final decision as to whether any proposed locations on a Site or size of a proposed System is acceptable to the Town. If a Site is deemed not suitable for a System, the Town may consider allowing suitable structural reinforcement of the building, or alternatively, a ground-mounted or parking lot canopy solar array at that Site, in its sole discretion.

Plainville High School and the Louis Toffolon School have existing, non-functioning PV systems that will also need to be dismantled, removed, and disposed of or repurposed at the Awarded Developer(s') sole cost and expense.

4.0 REQUIRED INFORMATION

Proposals submitted in response to this RFP must include the following information and documentation, be clear and unambiguous, and be presented in the following manner: (1) Letter of Interest, (2) Organizational History and Information, (3) Experience, (4) System Design, (5) State Program/Investment Tax Credit, (6) Proposal Terms, (7) Energy Storage, (8) Decommissioning Surety, (9) Interconnection, (10) NRES Performance Assurance, (11) Any Other Considerations, (12) Initial Disclosure Agreement, (13) Hold Harmless Agreement, and (14) Non-Collusion Certificate.

4.1 LETTER OF INTEREST

The Letter of Interest must specify the following:

- a. The Developer's name and mailing address.
- b. Name, title, email address, and telephone number of the individual(s) authorized by the Developer to commit the company to this contract.
- c. Name, title, email address, and telephone number of the individual(s) the Town should contact regarding questions and clarifications.
- d. List of all owners of the Developer and the percentage of ownership held by each.
- e. The corporation name and mailing address of any proposed sub-consultants.

4.2 ORGANIZATIONAL HISTORY AND INFORMATION

In its proposal, each Developer should include the following information regarding its organizational history and information:

- a. Provide company history, organization chart and bios (length of time with firm, key projects, work history) of key team members and subcontractors, and their capability to perform work. Please only profile individuals that will directly be working on the System(s).
- b. Indicate whether the Developer, any team member, or any corporate officers have been party to any lawsuit involving the design, installation, financing, ownership, operation, maintenance, repair or decommissioning of any energy projects, and provide a summary of the claims and status of the action.
- c. Provide information indicating the Developer's financial capabilities, including without limitation, financial statements (audited if available) for the last two fiscal years, current credit ratings (if available), and a description of how the System(s) will be financed. If the Developer intends to create a special purpose entity(ies) ("SPE") to design, install, finance, own, operate, maintain, and/or repair the System(s), it should also explain how it intends to ensure such SPE(s) can satisfy financial obligations to the Town.

4.3 EXPERIENCE

In its proposal, each Developer should Include the following information regarding its experience:

- a. Provide a list completed significant projects in New England. Include project name, system size (kW), location, role played with respect to each project (e.g., development, construction, operation, ownership) and brief 2-3 sentence project description. Preference may be given to Developers that not only develop and/or construct projects but also own and operate projects for the long-term.
- b. Highlight experience with the interconnection processes in Connecticut.
- c. Provide three (3) project references, including the contact person's name, email address, telephone number, and organization, as well as the nature of work performed, its location, and total project size (kW).

4.4 SYSTEM DESIGN

Proposals shall provide a basic system schematic design layout for each System, including projected DC size. Proposals shall provide details about the estimated kWh to be generated by each System. It is at the discretion of the Developer(s) whether to couple energy storage with any of the Systems.

4.5 STATE PROGRAM/INVESTMENT TAX CREDIT

Developers should carefully review the project approval documents for the awarded System and describe its strategy for the development of new solicitation documents for each of the previously competitively solicited small NRES projects. If energy storage is proposed, the Developers should also indicate which incentive program is applicable, and how the addition of energy storage to a System will financially benefit the Town. To the extent the program involves net metering (or a similarly structured on-bill credit program), the Awarded Developer(s) will grant the Town a right of first refusal to receive virtual net metering or on-bill credits (or the equivalent) from the System for the benefit of Town accounts under the most favorable terms and conditions offered to a third-party. For purposes of this RFP, Developers may propose the benefits or value of these on-bill credits separately or consolidate them into and as part of the site license agreement price. If the Developer fails to specify whether the benefits or value of on-bill credits are included in or excluded from the price offered, the Town will presume that the offered price includes the benefits/value of those credits.

Further, Developers should indicate the percentage of the Investment Tax Credit ("ITC") upon which they are basing the proposed price of the site license (whether or not their price is tied to, for instance, the domestic content bonus credit, etc.). If, for instance, a Developer is relying upon the 30% ITC in its proposed price, Developers should indicate whether they would be willing to share in the benefits of a 40% or 50% ITC, as the case may be, with the Town.

4.6 PROPOSAL TERMS

- a. Site License Price and Term: Proposals shall offer pricing for at least a 20-year irrevocable, site license agreement term for each System, including proposed annual escalators. The site license agreement terms (plus proposed extensions, if any) should be clear. If applicable to the particular proposal, development period pricing along with commercial operation pricing should be specified, along with how long a period the Developer would require for the development period.
- b. NRES Tariff Agreement - System at Plainville High School: Following execution of a site license agreement, the Town anticipates assigning its NRES Tariff Agreement at Plainville High School to an Awarded Developer. As part of their proposals, Developers should include the price that is being offered for such assignment, which can be included in the price proposed for the site license or can be proposed as a separate price. If the Developer fails to specify whether the price offered includes or excludes the assignment, the Town will presume that the assignment of the NRES Tariff Agreement is included in the price offered.
- c. Real Estate and Personal Property Taxes: The Town is willing to discuss a tax agreement for real estate and/or personal property taxes as permitted under state laws and regulations. Any Developer seeking to discuss such a tax agreement should explicitly indicate its desire to do so and set forth the proposed tax structure in its proposal(s).
- d. Site License Form: If any Developer prefers to use its own site license agreement form, it should submit that form with its proposal(s) and shall be required to compensate the Town's outside counsel for review and negotiation of such agreement. Otherwise, the Town and the Awarded Developer(s) shall use the Town form.

4.7 ENERGY STORAGE

It is at the discretion of each Developer whether to couple energy storage with a System as part of its proposal(s). Any benefits to the Town or impact on the price offered for the site license from the inclusion of energy storage should be specified in a proposal. Proposals that include battery storage could be favored by the Town.

4.8 DECOMMISSIONING SURETY

Proposals should include the amount of the decommissioning surety the Developers willing to post, if any, and what the preferred form would be (letter of credit, bond, cash escrow, etc.).

4.9 INTERCONNECTION

Given the importance of establishing a priority interconnection queue position for each System, Awarded Developer(s) will be required to apply to the utility for interconnection for each System within ten (10) business days of receiving a notice of award regardless of whether a letter of intent or option agreement has been fully executed at that point.

4.10 NRES PERFORMANCE ASSURANCE

Awarded Developer(s) shall be required to reimburse the Town for any Performance Assurance the Town already paid to the utility in connection with the NRES Tariff Agreement for the System at Plainville High School concurrently with execution of a preliminary letter of intent or option agreement. Awarded Developer(s) shall be responsible for any Performance Assurance payments due after receiving a notice of award for a System.

4.11 ANY OTHER CONSIDERATIONS

In the proposal, please list or describe any other potential benefits to the Town from your proposal (e.g., including outreach and hosting annual school visits, providing production monitors in the schools, the inclusion of electric vehicle charging stations at Sites, or creative repurposing of the existing panels on the Sites).

4.12 INITIAL DISCLOSURE FORM

Complete and execute the Initial Disclosure Form (Appendix A). In such, each Developer must disclose, if applicable, the following:

- a. Whether it is unable or unwilling to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to the proposal. Each Developer should also provide copies of any agreements it will require the Town to execute in connection with its proposal (e.g., site license, tax agreement, etc.) with the understanding that the Awarded Developer(s) will be required to compensate the Town for the costs incurred to have such agreement(s) reviewed and negotiated by outside counsel.
- b. Whether it is ineligible under any applicable law or regulation to be awarded the site licenses or associated contracts for any reason.

4.13 HOLD HARMLESS AGREEMENT

Complete and execute the Hold Harmless Agreement (Appendix B).

4.14 NON-COLLUSION CERTIFICATE

Complete and execute the Non-Collusion Certificate (Appendix C).

5.0 SUBMISSION OF RESPONSES

Three (3) hardcopies and one (1) digital copy (via a thumb drive) of the response to this RFP must be received in a sealed envelope at the Town of Plainville Municipal Center. The sealed envelope must be addressed to:

Adriano Cirioli, Assistant Town Manager
Town of Plainville
1 Central Square, Plainville, CT 06062

The sealed envelope must have the Developer's name and address and be labeled:

DO NOT OPEN | RFP 2023-19 Solar Photovoltaic (PV) Systems

Responses to this RFP must be received by 12:00 PM on Monday, May 15, 2023. Responses received after the date and time prescribed will not be considered.

The Town of Plainville reserves the right to reject or accept, in whole or in part, any response and may waive any informality.

6.0 EVALUATION AND SELECTION

6.1 EVALUATION CRITERIA

The Town could (but is not obligated to) use the following criteria, among others, in evaluating proposals:

- Proposal completeness and compliance with this RFP's requirements.
- Financial strength, and stability and industry reputation.
- PV engineering, project, and construction experience.
- Recent prior experience – in particular in New England.
- Customer service and maintenance capabilities.
- Site License Agreement price/term/escalator for each System.
- Likelihood of success in the specific state solar incentive program.
- Any other factor that the Town deems appropriate in its sole discretion.

Regardless of anything to the contrary stated herein, the Town reserves the right to select a Developer based on factors not enumerated above at its unfettered and sole discretion.

6.2 SELECTION PROCESS

The Town will select the proposal(s) that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. Although price will be an important factor, it will not be the only basis for an award. Due to the complexity of the System(s) and contemplated agreements, the Town is not and shall not be bound to select a proposal based on any particular factor(s). Further, the Town can, at its discretion, negotiate with selected Developer on proposal terms prior to making an award.

6.3 PROPOSAL DISQUALIFICATION

The Town will not select any proposal from a Developer if it is in arrears or in default to the Town regarding any tax, debt, contract, security, or any other obligation, nor shall it select any Developer if an owner thereof is in such arrears or default.

6.4 PRELIMINARY AWARD

The Town will select the proposal(s) that it deems to be in the Town's best interests and issue a preliminary notice of award to the selected Developer(s). The award may be subject to further discussions with the Developer(s). The making of a preliminary award to a Developer does not provide that Developer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. Further, once executed, the site license agreement will be contingent and non-binding until: (i) all approvals

and letters of support are received from applicable local, state and federal regulatory agencies, boards, and authorities; (ii) final, financeable interconnection service agreements are fully executed with the utility; and (iii) all other pertinent written documents and contracts are signed by the Town and the Awarded Developer(s). Neither this RFP nor any actions taken by the Town, or the Consultant in connection therewith shall create any obligation toward any Developer.

7.0 GENERAL PROVISIONS

7.1 PRESUMPTION OF DEVELOPER'S FULL KNOWLEDGE

Each Developers responsible for having read and understood each document in this RFP and any addenda issued by the Town or formal responses (if any) to questions posed by other Developers. A Developer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from honoring any aspect of its proposal or the obligations related thereto.

Each Developer is responsible for reading and understanding the requirements of the NRES Program as established by the Public Utilities Regulatory Authority (PURA) and administered by the utilities, including without limitation, all program rules and utility tariff provisions regarding the program. A Developer's failure to have reviewed and understood those requirements shall in no way relieve it from honoring any aspect of its proposal or the obligations related thereto.

Each Developer is deemed to be familiar with and is required to comply with all local, federal and state statutes, regulations, ordinances, codes and orders, including any utility-specific rules or guidance, and incentive programs that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each Developer represents that it has thoroughly examined and become familiar with terms of this RFP and can perform the work to achieve the Town's objectives.

7.2 RFP FEE AGREEMENT

The Awarded Developer(s) agrees to pay the Mayland Energy, LLC (the "Consultant") an RFP Fee for each watt of the total installed DC capacity of the System(s) awarded to that Developer at commercial operation in the amount of \$0.03 (three cents) per watt if the total size is above 1 MW AC, and \$0.06 (six cents) per watt if the total size is below 1 MW DC. This payment compensates the Consultant for its considerable time and resources committed to the Town for assisting the Town with this RFP and ensuing activities. The RFP Fee payment schedule shall be as follows: 50% upon receipt by the Awarded Developer(s) of all non-ministerial permits; and 50% upon receipt by the Awarded Developer(s) of authorization(s) to interconnect from the utility. Failure to pay the RFP Fee in a timely manner shall constitute a monetary/fiscal event of default under the site license agreement.

7.3 COST OF PROPOSAL PREPARATION

No reimbursement will be made by the Town for any costs incurred in the preparation of a response or during the selection process.

7.4 OWNERSHIP INFORMATION

All responses submitted will be considered to be the property of the Town. All business confidential information protected from disclosure under the State of Connecticut Freedom of Information Act must be clearly identified as such.

7.5 FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the state Freedom of Information Act as amended and judicially interpreted. All information submitted by Developers in response to this RFP will not be treated as or considered confidential by the Town.

7.6 OTHER TOWN SITES

The Town, at its sole discretion, may work with the Awarded Developer(s) to investigate other appropriate Town-owned properties for development of solar PV or energy storage or both.

7.7 INTERPRETATION

Interpretation of the wording of this document shall be the sole right and responsibility of the Town and that interpretation shall be final.

7.8 CONFLICTS OF INTEREST/CODE OF ETHICS

Awarded Developer(s) agrees that this RFP and/or the actions of Awarded Developer(s) are subject to the provisions of the Town code of ethics, if any. Should the Awarded Developer(s) be found to have violated the code of ethics, the Town may terminate this RFP or any ensuing agreement such as the letter of intent or option agreement or notice of award and take such other action as the Town may have at law or in equity. Awarded Developer(s) shall incorporate the above paragraphs into any sub-contracts or purchase orders. Awarded Developer(s) shall be responsible for disclosing interests and relationships that could be perceived as a possible conflict of interest under the any Town code of ethics.

7.9 EQUAL OPPORTUNITY/NON-DISCRIMINATION

Developers must meet all municipal, state, and federal affirmative action and equal employment opportunity practices. This includes compliance with the Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

7.10 DISCLAIMER

The Town makes no representation or warranty and assumes no responsibility for the accuracy of the information set forth in this RFP. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the website on which this RFP is posted, or in connection with any other electronic medium utilized by Developers or potential Developers in connection with or otherwise related to the RFP.

APPENDIX A: INITIAL DISCLOSURE FORM

1. Exceptions to this RFP (please check the one that applies)

_____ This proposal does not take exception to any requirement of this RFP.

_____ This proposal does take exception to requirements of this RFP. The specific exceptions are listed in a separate attachment.

2. Occupational Safety and Health Law Violations

Has the Developer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) 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 (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) received one or more criminal convictions related to the injury or death of any employee at any time preceding the proposal?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

3. Criminal Proceedings

Has the Developer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. Ethics and Offenses in Public Projects or Contracts

Has the Developer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or the performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Obligations to Town

Is the Developer or any of its owners in arrears or in default to the Town regarding any tax, debt, contract, security, or any other obligation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

Company Name: _____

Signature: _____

By: _____

Its: _____

* The signatory must be an authorized representative of the Developer with full knowledge, power, and authority to execute this Disclosure Form

APPENDIX B: HOLD HARMLESS AGREEMENT

_____ ("Developer") hereby agrees that it will indemnify and save harmless the Town of Plainville, Mayland Energy, LLC, and their affiliates, employees, principals, members, agents, consultants and subcontractors from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of Plainville, its consultants, including Mayland Energy, LLC, by reason of any omission or act of the Developer, its agents, employees, and/or subcontractors in connection with this Request for Proposals and any materials submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Plainville and/or its consultants, including Mayland Energy, LLC, in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of Plainville and/or its consultants, including Mayland Energy, LLC, the Developer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

Company Name: _____

Signature: _____

By: _____

Its: _____

* The signatory must be an authorized representative of the Developer with full power and authority to execute this Hold Harmless Agreement

APPENDIX C: NON-COLLUSION CERTIFICATE

The undersigned Developer acknowledges and agrees that the attached proposal submitted by the Developer is submitted in connection with a proposal to obtain a site license agreement(s) from the Town on which the Developer will design, install, finance, own, operate, maintain, and repair solar photovoltaic system(s). By submission of this proposal, each Developer and each person signing on behalf of any Developer certifies, and in the case of a joint solicitation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The proposal is genuine; it is not a collusive or sham proposal;

The Developer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;

The Developer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Developer and will not communicate the proposal to any such person prior to the official opening of the proposal.

No attempt has been made or will be made by the Developer to induce any other person, partnership or corporation to submit or not to submit a proposal; and

No elected or appointed official or other officer or employee of the Town of Plainville is directly or indirectly financially interested in the Developer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof, nor to the Developer's knowledge has any elected or appointed official, officer or employee of the Town violated any rule, law or regulation, including local and state ethics rules, as concerns the proposal.

The undersigned Developer further acknowledges that this certificate is executed for the purpose of inducing the Town to consider its proposal and make an award in accordance therewith.

In compliance with this RFP, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto.

[SIGNATURE PAGE FOLLOWS]

Company Name: _____

Signature: _____

By: _____

Its: _____

* The signatory must be an authorized representative of the Developer with full knowledge, power and authority to execute this Non-Collusion Certificate

Subscribed and sworn to before me this ____ day of _____, 2023.

Notary Public

My Commission Expires:

APPENDIX D: Tariff Agreement

[PLEASE PROCEED TO NEXT PAGE]

TARIFF AGREEMENT

from

Non-Residential Renewable Energy Solutions Projects

by and between

The Connecticut Light and Power Company

dba Eversource Energy

and

Town of Plainville

dated as of

July 1, 2022

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NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS PROGRAM

TARIFF AGREEMENT

COVER SHEET

This Agreement is entered into as of the following date: July 1, 2022 (the "Effective Date"). This Tariff Agreement incorporates by reference for all purposes the Non-Residential Renewable Energy Solutions Tariff and all attachments and appendices thereto, including the Tariff Payment Beneficiary Form (as applicable) and the Terms and Conditions (collectively, the "Agreement"). The Parties to this Agreement are the following:

CUSTOMER		EDC
Town of Plainville	<i>Party Name</i>	The Connecticut Light and Power Company dba Eversource Energy ("Eversource")
One Central Square Plainville, CT 06062	<i>Address</i>	107 Selden Street Berlin, CT 06037
https://www.plainvillect.com/	<i>Business Website</i>	www.eversource.com
<input checked="" type="checkbox"/> US Federal <u>06-6002064</u>	<i>Tax ID Numbers</i>	<input checked="" type="checkbox"/> US Federal <u>06-0303850</u>
Connecticut	<i>Jurisdiction of Organization</i>	Connecticut
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other <u>Municipality</u>	<i>Company Type</i>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other

CONTACT INFORMATION		
CUSTOMER		EDC
Address: 47 Robert Holcomb Way Plainville, CT 06062 Attn: Steve Busel Tel#: 860-747-2494 Fax#: 860-747-6790 Email: busels@plainvilleschools.org	<i>General</i> (day to day/ administrative)	Address: 107 Selden St. Berlin, CT 06037 Attn: Operations Manager, Renewable Programs Tel#: 844-726-7573 Email: ctcommrenewables@eversource.com
Address: One Central Square Plainville, CT 06062 Attn: Rob Buden	<i>Legal Notices</i>	Address: Legal Department, 107 Selden St., Berlin, CT 06037 Attn: Associate General Counsel – CT State Regulatory
Address: 47 Robert Holcomb Way Plainville, CT 06062 Attn: Steve Busel Tel#: 860-747-2494 Fax#: 860-747-6790 Email: busels@plainvilleschools.org	<i>Performance Assurance</i>	Address: 107 Selden St. Berlin, CT 06037 Attn: Operations Manager, Renewable Programs Tel#: 844-726-7573 Email: ctcommrenewables@eversource.com

CUSTOMER ACCOUNTING INFORMATION		
Address: 47 Robert Holcomb Way Plainville, CT 06062 Attn: Steve Busel Tel#: 860-747-2494 Fax#: 860-747-6790 Email: busels@plainvilleschools.org	· Invoices · Payments · Settlements	Address: 107 Selden St. Berlin, CT 06037 Attn: Operations Manager, Renewable Programs Tel#: 844-726-7573 Email: ctcommrenewables@eversource.com
Bank: Bank Address: ABA#: Acct#: <input type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:	<i>Wire Transfer Numbers</i> <i>(IF APPLICABLE)</i>	Bank: Bank of America, NA Bank Address: 100 N. Tryon Street, Charlotte, NC 28202 ABA# 026009593 Acct# 0000129048 <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details: Customer A/C #4000431970
Attn: Finance Department Address: One Central Square Plainville, CT 06062	<i>Checks</i> <i>(IF APPLICABLE)</i>	Attn: Operations Manager, Renewable Programs Address: 107 Selden St., Berlin, CT 06037
Bank: Bank Address: ABA#: Acct#: <input type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:	<i>ACH Numbers</i> <i>(IF APPLICABLE)</i>	Bank: Bank of America, NA Bank Address: 2523 Albany Ave, West Hartford, CT 06117 ABA# 011900254 Acct# 0000129048 <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details: Customer A/C #4000431970

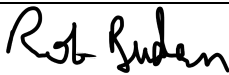

The Parties hereby agree to the following provisions offered in Attachment 2: Terms and Conditions:

Compensation Structure:	<input checked="" type="checkbox"/> Buy-All <input type="checkbox"/> Netting Tariff
SAM Designation:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

FACILITY INFORMATION		
Facility Description	Facility Site/Location (including Street, City or Town)	47 Robert Holcomb Way plainville, CT 06062
	Customer Billing Account Number	51534274055
	Technology	<input type="checkbox"/> Wind <input checked="" type="checkbox"/> Solar-Fixed Tilt <input type="checkbox"/> Solar-Single Axis <input type="checkbox"/> Solar-Dual Axis <input type="checkbox"/> Hydro <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Anaerobic Digestion <input type="checkbox"/> Other:
	Project Size (kW AC)	Applicable to Low Emission Projects only <input type="checkbox"/> Less than or equal to 2,000 kW Applicable to Zero Emission Projects <input type="checkbox"/> Less than or equal to 200 kW <input checked="" type="checkbox"/> Greater than 200 kW but less than or equal to 600 kW

	<input type="checkbox"/> Greater than 600 kW but less than or equal to 2,000 kW
Installed Capacity	600 kW (AC)
Approximate Expected Annual Load Increase – Transportation Electrification	0 kWh
Approximate Expected Annual Load Increase – Fuel Switching	0 kWh
Interconnecting Utility	Eversource Energy
Purchase Price for Energy (or Energy and RECs if Buy-All)	\$ 143.95 per MWh
Purchase Price for RECs (if applicable)	\$ N/A per MWh
Buy-All Percentage Allocation	100% Monetary On-Bill Credits N/A% Quarterly Payments
Performance Assurance (amount)	\$ 10,200.00 (amount) paid 06/29/2022
Bid Preference(s)	<input type="checkbox"/> Landfill <input type="checkbox"/> Brownfield <input type="checkbox"/> Distressed Community <input checked="" type="checkbox"/> N/A
Non-Binding Estimated In-Service Date	Date: 12/31/2022
Tariff Agreement Approval Date Note: In-Service Date must be no later than 3 years from this date	Date: 10/17/2022

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Town of Plainville	<i>Party Name</i>	The Connecticut Light and Power Company dba Eversource Energy by Eversource Energy Service Company, its authorized agent
	<i>Signature</i>	
Rob Buden	<i>Printed Name</i>	Andrew Belden
Director of Finance	<i>Title</i>	Vice President, Solar Programs

Attachment 1 Non-Residential Renewable Energy Solutions Program Tariff Payment Beneficiary Form

Eversource/United Illuminating will make any Non-Residential Renewable Energy Solutions Program (“NRES Program”) payments to the Tariff Payment Beneficiary indicated below as applicable. For the Buy-All Tariff, a Tariff Payment Beneficiary, other than the Customer of Record, can be designated to receive a percentage of the total tariff compensation. Any compensation not assigned to a Tariff Payment Beneficiary will result in Monetary On-Bill Credits to the Customer of Record. The Netting Tariff Payment Beneficiary, which may be the Customer of Record, can be designated to receive the Renewable Energy Certificate (REC) Incentive Payment on a quarterly basis.

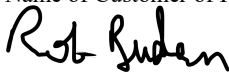
Tariff Payment Beneficiary Elected?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, this form does not apply.
Compensation Structure:	<input checked="" type="checkbox"/> Buy-All <input type="checkbox"/> Netting Tariff
SAM Designation:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

TARIFF PAYMENT BENEFICIARY INFORMATION	
<i>Party Name</i>	
<i>Address</i>	
<i>Business Website</i>	
<i>Tax ID Numbers</i>	<input checked="" type="checkbox"/> US Federal
<i>Jurisdiction of Organization</i>	
<i>Company Type</i>	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other

Tariff Payment Beneficiary Accounting Information	
<i>General</i>	Address:

	Attn: Tel#: Email:
<i>Wire Transfer Numbers</i> <i>(IF APPLICABLE)</i>	Bank: Bank Address: ABA#: Acct#: <input type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:
<i>Checks</i> <i>(IF APPLICABLE)</i>	ATTN: ADDRESS:
<i>ACH Numbers</i> <i>(IF APPLICABLE)</i> Note – If you provide ACH instructions, you must also provide wire instructions.	Bank: Bank Address: ABA#: Acct#: <input type="checkbox"/> Checking <input type="checkbox"/> Savings Other Details:
Payment Method	<input type="checkbox"/> ACH <input type="checkbox"/> Check (Eversource only) <input type="checkbox"/> Wire (UI Only)

Town of Plainville

 Name of Customer of Record


 Signature

Rob Buden - Director of Finance

 Printed Name

06/30/2022

 Date

 Name of Tariff Payment Beneficiary

 Signature

 Printed Name

 Date