

## LEGAL NOTICE

### REQUEST FOR PROPOSALS FOR VIRTUAL NET METERING OFFTAKE FROM SOLAR PROJECTS IN EVERSOURCE TERRITORY FOR THE CITY OF NEW LONDON

June 22, 2020

The City of New London (the “City”) seeks proposals from qualified solar developers (the “Proposers”) to provide between five (5) and ten (10) MW AC of virtual net metering (“VNM”) offtake opportunities from solar projects in Eversource territory. Individual projects should range between 1 MW AC and 4 MWs AC (the “Projects”). Proposers may offer VNM beneficial credits from each Project to be applied to up to five (5) eligible metered Eversource accounts at City and/or New London Public Schools buildings. The Projects should qualify under Connecticut law as municipal VNM metering facilities. The City seeks a Power Purchase Agreement with fixed pricing for at least a twenty (20) year commitment. The City will evaluate all proposals to select a Proposal or Proposals that provide the best opportunity for the City to reduce its substantial electric costs.

Klee Sustainability Advisors LLC (“KSA”) and CSW LLC d/b/a CSW Energy (“CSW”) are administering this Request for Proposals (“RFP”) on behalf of the City, and are collectively referred to as the “RFP Administrators.” Proposers shall submit their Proposals in the following format: one (1) electronic copy emailed to [nlondonvnm@solar-rfp.com](mailto:nlondonvnm@solar-rfp.com) no later than 5:00 p.m. on July 24, 2020. Proposals received after the submission date may be considered at the sole discretion of the City.

The RFP is available electronically and may be obtained via email by contacting the RFP Administrators at [nlondonvnm@solar-rfp.com](mailto:nlondonvnm@solar-rfp.com) or by visiting the RFP website at: <https://cswenergy.com/nlondonvnm> or by visiting New London’s bid documents website at: <http://www.ci.new-london.ct.us/content/7429/7431/7445/8764.aspx>. It is the Proposer’s responsibility to be aware of any updates or addendums to the RFP, which will be posted at the RFP website at <https://cswenergy.com/nlondonvnm>, and New London’s bid documents website at <http://www.ci.new-london.ct.us/content/7429/7431/7445/8764.aspx>. If the Proposer has received a copy of the RFP indirectly, please inform the RFP Administrators at [nlondonvnm@solar-rfp.com](mailto:nlondonvnm@solar-rfp.com) to be placed on the RFP distribution list.

The City reserves the right to amend or terminate this RFP, accept or reject any Proposals and waive any informalities or non-material deficiencies in a Proposal, and select a Proposal or Proposals that, in the City’s sole discretion and judgment, will be in the City’s best interests. The City’s decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the City’s sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

Any contracts shall be preceded by a Notice of Selection and thereafter be contingent and non-binding until all approvals are received from applicable regulatory agencies and City authorities, which may include, but are not limited to, the town and applicable planning boards, Department of Energy and Environmental Protection, Public Utilities Regulatory Authority, Connecticut Siting Council, the Eversource VNM program, successful execution of the Power Purchase Agreement, and all other pertinent written contracts in connection with the RFP.

**END OF LEGAL NOTICE**

**REQUEST FOR PROPOSALS FOR VIRTUAL NET METERING OFFTAKE FROM SOLAR PROJECTS IN  
EVERSOURCE TERRITORY FOR THE CITY OF NEW LONDON**

June 22, 2020

**Table of Contents**

- LEGAL NOTICE ..... 1**
- Table of Contents..... 2**
- I. RFP COMMUNICATIONS ..... 4
- II. INTRODUCTION ..... 4
- III. KEY RFP DATES ..... 5
- IV. REPRESENTATIVE BENEFICIAL ACCOUNTS ..... 6
- V. PROPOSAL SUBMISSION REQUIREMENTS..... 6
  - A. Initial Disclosures Form ..... 6
  - B. Non-Collusion Certificate ..... 6
  - C. Hold Harmless Agreement ..... 7
  - D. RFP Fee Agreement..... 7
  - E. Project Details..... 7
  - F. Site Control and Permitting Status ..... 8
  - G. Interconnection Status..... 8
  - H. ZREC/LREC Award Status..... 8
  - I. System Site Location, Plan and Equipment ..... 8
  - J. Pricing and Projected Savings..... 9
  - K. Monitoring System..... 9
  - L. Project Delivery and Schedule ..... 9
  - M. Draft Power Purchase Agreement..... 9
  - N. Proposer Qualifications..... 10
  - O. References..... 10
  - P. Statement on Proposer’s Financial Strength..... 10
  - Q. Supplemental Information ..... 10
- VI. GENERAL REQUIREMENTS ..... 10
  - A. Pricing Fairness..... 10

B.	Advertising.....	11
C.	Cost for Preparing Proposals .....	11
D.	Proposal Ownership.....	11
E.	Proposals Subject to FOIA .....	11
F.	Insurance .....	12
G.	Compliance with immigration laws .....	13
H.	Hold Harmless.....	13
I.	Workers Compensation .....	13
J.	Site Development .....	14
K.	Legal Status.....	14
L.	Presumption of Proposer’s Full Knowledge .....	14
VII.	PROPOSAL REVIEW PROCESS .....	15
A.	Question and Answer Period.....	15
B.	Intent to Submit an RFP Response and Proposal Submission Date.....	15
C.	Proposal Review .....	15
D.	Proposal Selection .....	15
E.	Proposal Disqualification.....	16
F.	Preliminary Notice of Selection .....	16
G.	Power Purchase Agreement Execution Deadline .....	17
H.	Eversource VNM Application Deadline .....	17
	<b>EXHIBIT A: INITIAL DISCLOSURES</b> .....	<b>18</b>
	<b>EXHIBIT B: NON-COLLUSION CERTIFICATE</b> .....	<b>21</b>
	<b>EXHIBIT C: HOLD HARMLESS AGREEMENT</b> .....	<b>22</b>
	<b>EXHIBIT D: RFP FEE AGREEMENT</b> .....	<b>23</b>
	<b>EXHIBIT E: VNM SOLAR PROJECT DETAILS FORM</b> .....	<b>25</b>

## I. RFP COMMUNICATIONS

All requests for RFP information must be sent to [nlondonvnm@solar-rfp.com](mailto:nlondonvnm@solar-rfp.com). Visit the RFP website for all pertinent information: <https://cswenergy.com/nlondonvnm>.

## II. INTRODUCTION

The City of New London (the “City”) is interested in procuring energy from a competitively priced renewable source. However, many of the government and public school buildings in the City are not suitable for onsite solar installations.

Therefore, the City seeks proposals from qualified solar developers (the “Proposers”) to provide between five (5) and ten (10) MW AC of virtual net metering (“VNM”) offtake opportunities from solar projects within the Eversource service territory. Individual projects should range between 1 MW AC and 4 MWs AC (the “Projects”). The Projects must qualify under Connecticut law as municipal VNM metering facilities. The City seeks a Power Purchase Agreement with fixed pricing for at least a twenty (20) year commitment.

Under the terms of the Eversource VNM Program, Projects that qualify as municipal VNM metering facilities can generate VNM Beneficial Credits for every kilowatt hour (kWh) of solar power that the Project generates. These VNM Beneficial Credits then “virtually” offset the kilowatt hours of electric energy consumed by the City. Proposers may offer VNM Beneficial Credits from each Project to be applied to up to five (5) eligible metered Eversource accounts at City or New London Public Schools buildings.

The City will evaluate all proposals to select a Proposal or Proposals that provide the best opportunity for the City to reduce its substantial electric costs. Preference will be given to Proposals that can demonstrate (1) site control by the Proposer; (2) permitting completed for the construction of the solar facility; (3) completed interconnection applications; and (4) ZREC/LREC awards for the Project.

After selection, the Selected Proposer(s) will engage in negotiations with the City for a Power Purchase Agreement, and any other necessary contracts, regarding the Eversource VNM Application process and the VNM offtake and generation of VNM Beneficial Credits from the Selected Project(s).

The City acknowledges that at the time of this RFP the VNM program is currently oversubscribed. However, the Connecticut General Assembly has expanded and/or extended the VNM program before. The Selected Proposer(s) will work with the City to submit a timely Eversource VNM Application for the Selected Project(s). Once the Selected Project(s) is in the VNM queue, it will be ready for execution if and/or when the General Assembly decides to once again expand and/or extend the VNM Program.

### III. KEY RFP DATES

**Table 1: Key RFP Dates**

<u>Date</u>	<u>Key RFP milestone</u>
<b>June 22, 2020</b>	<b>RFP Release:</b> RFP Administrators will release the RFP via email on or about this date.
<b>Until July 2, 2020</b>	<b>Question Period:</b> Proposers may submit written questions to the RFP Administrators at <a href="mailto:nlondonvnm@solar-rfp.com">nlondonvnm@solar-rfp.com</a> no later than the due date.
<b>July 10, 2020</b>	<b>Responses to Questions:</b> RFP Administrators will publish responses to questions through a formal addendum posted at <a href="https://cswenergy.com/nlondonvnm">https://cswenergy.com/nlondonvnm</a> .
<b>July 24, 2020</b>	<b>Proposal Due Date:</b> Proposers must submit Proposals by email to <a href="mailto:nlondonvnm@solar-rfp.com">nlondonvnm@solar-rfp.com</a> by 5:00 p.m.
<b>August 14, 2020</b>	<b>Proposer Selection:</b> A Preliminary Notice of Selection will be issued by the RFP Administrators via email.
<b>August 28, 2020</b>	<b>Power Purchase Agreement Execution:</b> The VNM Power Purchase Agreement governing the Project's VNM Beneficial Credits will be executed by the Selected Proposer(s) and the City.
<b>September 11, 2020</b>	<b>Submission to Eversource VNM program:</b> The Selected Proposer(s) and the City will submit their application to the Eversource VNM program.

## IV. REPRESENTATIVE BENEFICIAL ACCOUNTS

**Table 2: Representative Beneficial Accounts**

<b>Acct #</b>	<b>Rate Class</b>	<b>Supply Rate (\$/kWh)</b>	<b>Annual Usage (kWh)</b>
BOE_1	56	\$0.07890	1,321,200
BOE_2	37	\$0.07890	708,096
BOE_3	41	\$0.07890	1,088,640
BOE_4	37	\$0.07890	1,176,576
BOE_5	37	\$0.07890	1,205,568
BOE_6	56	\$0.07890	1,134,000
Muni_1	37	\$0.09155	1,620,480
Muni_2	56	\$0.09155	2,562,000

## V. PROPOSAL SUBMISSION REQUIREMENTS

Proposers must include full, accurate, and complete information in their Proposal responses. Proposals may include any additional information that demonstrates the Proposer's qualifications and ability to develop, construct, own, and operate a viable solar project. At a minimum, Proposals must include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

### A. Initial Disclosures Form

Each Proposer shall submit a completed Initial Disclosures Form that is attached to this RFP in Exhibit A.

### B. Non-Collusion Certificate

Each Proposer shall submit a completed Non-Collusion Certificate that is attached to this RFP in Exhibit B.

### C. Hold Harmless Agreement

Each Proposer shall submit a completed Proposer’s Hold Harmless Agreement that is attached to this RFP in Exhibit C.

### D. RFP Fee Agreement

Each Proposer must sign the RFP Fee Agreement Form in Exhibit D to be eligible for consideration under this RFP. The RFP Fee represents a price per Watt for each Watt of installed DC capacity of the Project(s). The RFP Fee is shown in Table 3: RFP Fees below.

**Table 3: RFP Fees**

<b><u>RFP Administrator</u></b>	<b><u>Fee (\$/Watt-DC)</u></b>
CSW Energy (technical services)	\$0.07
Klee Sustainability Advisors LLC (legal services)	\$0.03

The RFP Fee compensates CSW Energy for its considerable time and resources for their technical services, and compensates Klee Sustainability Advisors for its considerable time and resources for legal services, committed at no charge to the City for assisting them with this RFP.

The RFP Fee payment schedule is as follows:

- 10% within ten (10) days of the execution of the VNM Power Purchase Agreement between the Selected Proposer and the City;
- 40% within ten (10) days of the Project's approval and formal assignment of funding under the Eversource VNM program; and
- 50% within ten (10) days of receiving Permission to Operate from Eversource

FAILURE TO SIGN THE RFP FEE AGREEMENT AND/OR PAY THE RFP FEE IN A TIMELY MANNER SHALL DISQUALIFY THE SELECTED PROPOSER FROM THE RFP AND/OR CONSTITUTE AN EVENT OF DEFAULT UNDER THE POWER PURCHASE AGREEMENT. In addition, Proposer agrees that the RFP Fee Agreement is non-negotiable, and if Proposer amends the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement in with its Proposal response to the RFP, Proposer will automatically be disqualified from this RFP.

### E. Project Details

Each Proposer shall submit a completed VNM Solar Project Details Form that is attached to this RFP in Exhibit E, and is available at <https://cswenergy.com/nlondonvnm> in Microsoft Excel format. Exhibit E includes a Cover Sheet, part E.1 VNM Solar Project Summary, part E.2 Equipment

Specifications, and part E.3 VNM Solar Project Pricing Form. Parts E.1, E.2, and E.3 of Exhibit E shall be completed in full for each individual project submitted into the RFP.

#### F. Site Control and Permitting Status

In addition to answering the questions on site control and permitting in Exhibit E.1, the Proposer shall submit (1) documentation demonstrating site control, and (2) a narrative description of permits obtained, permits still needed, and the status of those pending permits.

#### G. Interconnection Status

In addition to answering the questions on interconnection status in Exhibit E.1, the Proposer shall submit documentation regarding the Project's interconnection filing and/or contingent approval and/or the finalized interconnection agreement.

#### H. ZREC/LREC Award Status

In addition to answering the questions on ZREC/LREC in Exhibit E.1, the Proposer shall submit a narrative description of any ZREC/LREC awards for the Project. This shall include the secured ZREC/LREC price and the delivery term start date. If the Proposal is based upon a future ZREC/LREC bid, the Proposer must describe the anticipated ZREC/LREC bid price, and the timing and status of its ZREC/LREC bid.

#### I. System Site Location, Plan and Equipment

In addition to answering the questions on equipment specifications in Exhibit E.2, Proposals must include a preliminary site plan for each proposed Project that identifies the portion of each parcel that will be used for the installation of the solar photovoltaic system. The site plan should include the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt, system size in kilowatts-AC (kW AC) and kilowatts-DC (kW DC), and the annual production in kilowatt-hours-AC (kWh). All proposed solar modules, racking systems, inverters, monitoring and other equipment must be Tier 1 and UL Listed.

## J. Pricing and Projected Savings

In addition to answering the questions on pricing and projected savings in Exhibit E.3, the Proposer shall submit a narrative description of all assumptions, escalators and/or other relevant factors that went into the projected savings calculations. The narrative description should also describe what factors will change the price (e.g., interconnection costs, site work costs, etc.), as well as what the price change will be per \$100,000 of additional expense.

As a supplement to Exhibit E.3, the Proposer shall submit a table showing annual savings over the twenty (20) year life of the Project(s). Please add narrative explanations of all assumptions, escalators and/or other relevant factors that went into the projected savings calculations.

## K. Monitoring System

The Proposer shall submit a description of the monitoring system for the Project(s) that will monitor, diagnose, and track the solar photovoltaic output of the system. The Proposer shall also submit a description of a potential dashboard link to the City's website.

## L. Project Delivery and Schedule

The Proposer shall provide a brief description of their approach to project delivery, including an overview of the project implementation process. The Proposal must provide a project schedule that includes major work streams and milestones. The format should be a list of project activities with start and end dates.

## M. Draft Power Purchase Agreement

Proposals must include a draft VNM Power Purchase Agreement that the City would be expected to negotiate and sign in connection with the VNM offtake and generation of VNM Beneficial Credits.

It is presently anticipated that the term of the Power Purchase Agreement(s) to be negotiated and executed by the Proposer and the City will be twenty (20) years, with the option of one (1) five-year contract extension if agreed upon between the City and the Proposer.

## N. Proposer Qualifications

Proposals must include a company overview and relevant company experience. The company overview shall include at a minimum the number of employees, office locations, and an outline of operational assets showing project quantity and aggregate system sizes by system type (rooftop, ground mount, carport). The company overview should include key personnel who will be assigned to the project and describe their respective experiences and skills with the development, engineering, successful petitioning with the Connecticut Site Council and installation of municipal solar projects.

## O. References

Proposals must include the name, phone and email contact for at least three references with similar or relevant solar projects.

## P. Statement on Proposer's Financial Strength

Proposals must include sufficient and current information indicating the Proposer's financial strength, including balance sheet, working capital and liquid assets sufficient to complete the Project(s) successfully.

## Q. Supplemental Information

The Proposer shall provide supplemental information relevant to its Proposal response, including resumes, references, proposed site plans, product data sheets, project schedules, production models, historical project production data, sample production reports, and photos of relevant projects.

# VI. GENERAL REQUIREMENTS

## A. Pricing Fairness

The Proposer warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar municipal accounts. If Proposer offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the Proposer shall offer the appropriate cost reductions to the City.

## B. Advertising

The Selected Proposer(s) shall not name the City or the RFP Administrators in any advertising, news releases, or promotional efforts without the City's or the RFP Administrators' prior written approval. Any permission to do so granted by the City or the RFP Administrators to the Selected Proposer(s) shall not be deemed to be a statement about the quality of the Selected Proposer(s)' work, the City's endorsement, or the RFP Administrators' endorsement of the Selected Proposer(s).

## C. Cost for Preparing Proposals

The costs incurred by the Proposer in developing its Proposal are its sole responsibility, and the City and RFP Administrators shall have no liability for such costs.

## D. Proposal Ownership

All Proposals submitted in response to this RFP shall become the City's and the RFP Administrators' property and will not be returned to the Proposer.

## E. Proposals Subject to FOIA

The City is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). See Conn. Gen. Stat. §§1-200, et seq. All materials associated with this RFP are subject to the terms of FOIA and all applicable rules, regulations and administrative decisions.

A Proposal submitted in response to this VNM RFP, and any files or documents associated with the Proposal, including e-mails or other electronic files, will be considered public records subject to disclosure under FOIA. During the RFP process, the City treats all Proposals as confidential until after a contract is finalized. At that time, the Proposals become subject to disclosure under FOIA. See Conn. Gen. Stat. §1-210(b)(24).

Due regard will be given for the protection of proprietary or confidential information contained in all Proposals received under this RFP. Conn. Gen. Stat. §1-210(b)(5). FOIA includes exemptions for, among other things, "trade secrets" and "commercial or financial information given in confidence, not required by statute." See *id.* These exemptions allow, but do not require, the City to withhold information that qualifies under these exemptions. These exemptions remain available so long as the information continues to be treated by the submitting party as confidential and is not readily available to the public from other sources. Only the particular information falling within one of these exemptions can be withheld by the City if made the subject of a public records request under FOIA.

If a Proposer is interested in preserving the confidentiality of any part of its Proposal, it will not be sufficient merely to state generally that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a Proposer believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the Proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Proposers should not require that their entire Proposal, nor the majority of the Proposal, be confidential.

The City has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the City have any liability for the disclosure of any documents or information in its possession which the City believes are required to be disclosed pursuant to FOIA or other requirements of law.

In the event of a public records request for a Proposal, the City may provide a copy of the Proposal with all or part of the information redacted for which an exemption has been claimed on the basis of confidentiality. For this purpose, the City may request, and each Proposer by submission of a Proposal agrees promptly to provide to the City, a version of such Proposal from which all information has been redacted for which a claim of FOIA exemption based on confidentiality has been made.

## F. Insurance

The Selected Proposer(s) must submit a Certificate of Insurance (“Certificate”), certifying that the Selected Proposer(s) carries Commercial General Liability insurance. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the City of New London, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the City of New London. The vendor shall assume liability for any and all deductibles in any and all insurance policies. Vendor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the City of New London.

An original Certificate shall be submitted to the City as part of the VNM Power Purchase Agreement.

## G. Compliance with immigration laws

By submitting a Proposal, the Proposer confirms that it has complied, and during the term of the Power Purchase Agreement will comply, with the Immigration Reform and Control Act and that each person such Proposer employs and/or provides services through or under the Power Purchase Agreement will always be authorized for employment in the United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the Power Purchase Agreement and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the Power Purchase Agreement.

## H. Hold Harmless

The Selected Proposer shall defend, indemnify, and hold harmless the City, the RFP Administrators and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), from and against any and all proceedings, suits, actions, claims, damages, injuries, selections, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the NON-COLLUSION CERTIFICATE submitted as Exhibit B of this RFP, and/or the obligations under the Immigration Reform and Control Act imposed upon the Selected Proposer or any of its subcontractors. The Selected Proposer shall also be required to pay all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the Selected Proposer's obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the Power Purchase Agreement. Furthermore, at the option of the Indemnified Parties, the Selected Proposer 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.

## I. Workers Compensation

Prior to any contract execution, the City will require the tentative Selected Proposer to provide (1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and (2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative Selected Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

## J. Site Development

The Selected Proposer shall develop a fully engineered system compliant with all applicable building and electrical codes, zoning regulations, utility company interconnection requirements and industry best practices. The Selected Proposer will be responsible for acquiring all necessary permits from governing agencies, and for the payment of associated fees. The Selected Proposer will be responsible for all tasks and fees associated with interconnection, including but not limited to applications and studies.

## K. Legal Status

If a Proposer is a foreign corporation, Limited Liability Company or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The City may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

## L. Presumption of Proposer's Full Knowledge

The Proposer is responsible for having read and understood each document in this RFP and any addenda issued by the City or distributed by the RFP Administrators. A Proposer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its Proposal or the obligations related thereto. The Proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the City's objectives. The Proposer declares that they have carefully considered all elements of the project, and is satisfied with the conditions and requirements. The Proposer understands that a submission of a Proposal removes its right to plead any misunderstanding.

## VII. PROPOSAL REVIEW PROCESS

### A. Question and Answer Period

Proposers may submit written questions to the RFP Administrators at [nlondonvnm@solar-rfp.com](mailto:nlondonvnm@solar-rfp.com) from June 22, 2020 to July 2, 2020. Responses to questions will be posted for all bidders through a formal addendum, posted at <https://cswenergy.com/nlondonvnm>, on or before Friday, July 10, 2020.

### B. Intent to Submit an RFP Response and Proposal Submission Date

Proposers must submit their final Proposals by email to [nlondonvnm@solar-rfp.com](mailto:nlondonvnm@solar-rfp.com) by 5:00 p.m. on Friday, July 24, 2020.

### C. Proposal Review

The Proposals will be analyzed by the RFP Administrators and presented to the City for review and selection. It must be emphasized that the City will select the winning Proposal or Proposals and execute a VNM Power Purchase Agreement with the Selected Proposer(s).

### D. Proposal Selection

The City will select the Proposal(s) for VNM offtake in its sole discretion, and the City will make its selection in the best interest of the City. The City may use the following criteria in evaluating Proposals:

- (1) Proposal completeness
- (2) Project readiness, including but not limited to status of project site control, interconnection, and/or ZREC/LREC awards (a shorter timeline for Project implementation is preferred)
- (3) Proposer VNM Power Purchase Agreement pricing, including but not limited to minimum annual quantity of VNM Beneficial Credits to be provided to the City each year over a 20 year PPA term, VNM generation cost per each kilowatt-hour of electricity, and projected savings to the City on an annual basis over 20 years.
- (4) Fixed price offerings provide budget surety that is more desirable to the City.
- (5) Proposer qualifications
- (6) Proposer experience with VNM projects

- (7) Proposer commitment and ability to ensure timely success in the Eversource VNM application process
- (8) Quality of references

The preceding list of criteria is not intended to be exhaustive. The City may reject any Proposal for any reason. Due to the complexity of the Projects and contemplated agreements, the City shall not be bound to select a winning Proposal based upon lowest Proposer pricing.

#### E. Proposal Disqualification

The City reserves the right to consider as acceptable only those Proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any Proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice. Proposer may be disqualified and the Proposal automatically rejected for any one or more of the following reasons:

- (1) The Proposal shows noncompliance with applicable law.
- (2) The Proposal is conditional, incomplete, or irregular in such a way as to make the Proposal indefinite or ambiguous as to its meaning.
- (3) The Proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- (4) The Proposer is debarred or suspended.
- (5) The Proposer is in default of any prior contract or for misrepresentation.
- (6) The Proposer, or a majority owner thereof, is in arrears or in default to the City or State of Connecticut regarding any tax, debt, contract, security or any other obligation.

#### F. Preliminary Notice of Selection

The City will select the Proposal(s) that it deems to be in its best interests, in its sole discretion, and will issue a Preliminary Notice of Selection to the Proposer(s) on or about Friday, August 14, 2020. The selection may be subject to further discussions with the Proposer(s). The making of a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose upon the City any obligations. The City is free to withdraw any preliminary selection at any time and for any reason.

### G. Power Purchase Agreement Execution Deadline

The Selected Proposer(s) and the City must successfully negotiate and execute the VNM Power Purchase Agreement on or before Friday, August 28th. If this does not happen, the Proposer acknowledges and agrees that, unless time for execution of the VNM Power Purchase Agreement is extended by the City in their sole discretion, the City may enter into VNM Power Purchase Agreement negotiations with another Proposer under this RFP.

### H. Eversource VNM Application Deadline

The Selected Proposer(s) and the City must successfully complete and submit the Eversource VNM Application on or before Friday, September 11, 2020. If this does not happen, the Proposer acknowledge and agree that, unless time for submission of the Eversource VNM Application is extended by the City in their sole discretion, the City may enter into VNM Power Purchase Agreement negotiations with another Proposer under this RFP.

## EXHIBIT A: INITIAL DISCLOSURES

<b><u>Proposer Information</u></b>	
Name of Offering Firm	
Address	
Contact Person	
Telephone Number	
E-Mail Address	
<b><u>DISCLOSURES</u></b>	
<p><b>Exceptions to the RFP:</b> Please check the one that applies:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> This Proposal does not take exception to any requirement of the RFP.         </p> <p style="margin-left: 40px;"> <input type="checkbox"/> This Proposal takes exception to the requirements of the RFP. The specific exceptions are listed in a separate attachment.         </p>	
<p><b>State Debarment List:</b> Is the Proposer on the State of Connecticut's Debarment List?</p> <p style="text-align: center; margin-left: 200px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>If "yes," attach a sheet fully describing each such matter.</p>	
<p><b>Occupational Safety and Health Law Violations:</b> Has the Proposer or any firm, corporation, partnership or association in which it has an interest:</p> <p style="margin-left: 40px;">             (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, during the three-year period preceding the Proposal (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         </p>	

(2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Proposal?

Yes       No

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

**Criminal Proceedings:** Has the Proposer 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.

**Ethics and Offenses in Public Projects or Contracts:** Has the Proposer 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 bids or the performance of work on public works projects or contracts?

Yes       No

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

[Signature block on the following page]

**NOTE:**

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. THE PROPOSER ACKNOWLEDGES AND AGREES THAT THESE FORMS MAY BE EXECUTED BY ELECTRONIC SIGNATURE, WHICH SHALL BE CONSIDERED AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES AND SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL SIGNATURE. "ELECTRONIC SIGNATURE" SHALL INCLUDE, WITHOUT LIMITATION, ELECTRONICALLY SCANNED AND TRANSMITTED VERSIONS (E.G., VIA PDF) OF AN ORIGINAL SIGNATURE.

_____	_____
COMPANY NAME	ADDRESS
_____	_____
SIGNED BY	PRINTED NAME AND TITLE*
_____	_____
DATE	TELEPHONE #
_____	_____
FEDERAL TAX IDENTIFICATION #	EMAIL

\* The signatory must be an authorized representative of the Proposer with full power and authority to execute this INITIAL DISCLOSURES form.

***This form must be signed and returned with bid.***

## EXHIBIT B: NON-COLLUSION CERTIFICATE

The undersigned Proposer acknowledges and agrees that the attached response and offer submitted by Proposer is submitted in connection with the Proposal to provide the City with a VNM Power Purchase Agreement. By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

In compliance with this invitation for proposals, and subject to the conditions thereof, the undersigned offers and agrees that the City may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached to this RFP as Exhibit C.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION #

\_\_\_\_\_  
EMAIL

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

***This form must be signed and returned with bid.***

## EXHIBIT C: HOLD HARMLESS AGREEMENT

Proposer hereby agrees that it will indemnify and hold harmless the City of New London (the "City"), Klee Sustainability Advisors LLC ("KSA") and CSW LLC d/b/a CSW Energy ("CSW") and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), from and against any and all proceedings, suits, actions, claims, damages, injuries, selections, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the NON-COLLUSION CERTIFICATE submitted as Exhibit B of this RFP, and/or the obligations under the Immigration Reform and Control Act imposed upon the Proposer or any of its subcontractors. The Proposer shall be required to pay all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the Proposer's obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the VNM Power Purchase Agreement. Furthermore, at the option of the Indemnified Parties, the Proposer 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	ADDRESS
_____	_____
SIGNED BY	PRINTED NAME AND TITLE
_____	_____
DATE	TELEPHONE #
_____	_____
FEDERAL TAX IDENTIFICATION #	EMAIL

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

***This form must be signed and returned with bid.***

## EXHIBIT D: RFP FEE AGREEMENT

For good and valuable consideration, Proposer acknowledges and agrees as follows:

- A. Proposer, if selected under this RFP, agrees to pay CSW LLC d/b/a CSW Energy (“CSW”) an RFP Fee reflected in the below table, and Klee Sustainability Advisors LLC (“KSA”) an RFP Fee of reflected in the below table per Watt for each Watt of installed DC capacity of the VNM Solar Project or Projects serving the City of New London (“City”) under this RFP.

<b>RFP Administrator</b>	<b>Fee (\$/Watt-DC)</b>
CSW Energy (technical services)	\$0.07
Klee Sustainability Advisors LLC (legal services)	\$0.03

- B. The RFP Fee payment compensates CSW and KSA for their considerable time and resources committed at no charge to the City for assisting the City with this RFP.
- C. The RFP Fee payment schedule is in accordance with the following milestones:
- 10% within ten (10) days of the execution of the VNM Power Purchase Agreement between the Selected Proposer and the City;
  - 40% within ten (10) days of the Project's approval and formal assignment of funding under the Eversource VNM program; and
  - 50% within ten (10) days of receiving Permission to Operate from Eversource
- D. Failure to pay the RFP Fee in a timely manner shall constitute an event of default under the Power Purchase Agreement.
- E. Proposer agrees that this RFP Fee Agreement is non-negotiable, and if Proposer amends the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with the Proposal, Proposer will automatically be disqualified from this RFP.

By signing below, Proposer agrees to all terms and conditions of this RFP Fee Agreement.

[Signature block on the following page]

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION #

\_\_\_\_\_  
EMAIL

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

***This form must be signed and returned with bid.***

## **EXHIBIT E: VNM SOLAR PROJECT DETAILS FORM**

## EXHIBIT E: COVER SHEET VNM SOLAR PROJECT DETAILS FORM

<b><u>Proposer Information</u></b>	
Name	
Address	
Contact Person	
Telephone Number	
E-Mail Address	
<b><u>Proposed Project(s)</u></b>	
Name of Project #1	
Name of Project #2 (if applicable)	
Name of Project #3 (if applicable)	
Name of Project #4 (if applicable)	
Name of Project #5 (if applicable)	
Name of Project #6 (if applicable)	
<b><u>Proposer Signature</u></b>	
_____	_____
COMPANY NAME	ADDRESS
_____	_____
SIGNED BY	PRINTED NAME AND TITLE
_____	_____
DATE	TELEPHONE#
_____	_____
FEDERAL TAX IDENTIFICATION#	EMAIL
_____	_____
<b><u>General Notes/Comments:</u></b>	
Please submit one cover sheet and signature page that covers all of the projects proposed by an individual proposer. Please submit fully completed Exhibits E.1, E.2, and E.3 for each project.	

## EXHIBIT E.1: VNM SOLAR PROJECT SUMMARY

Proposer Information	
Name	
Address	
Contact Person	
Telephone Number	
E-Mail Address	
Project Information	
Name of Project	
Address of Project	
Type of Installation	
Project Size (kW DC)	
Project Size (kW AC)	
Est. Annual Production (kWh/year)	
Is the Project in Eversource territory?	
Have you obtained site control?*	
Has permitting been completed?*	
Interconnection filed?	
Contingent Approval received?*	
Project has a ZREC/LREC?*	
If yes, what is the delivery term start date?	
General Notes/Comments:	

\*If "Pending" is selected please provide a summary of where in the process the project sits (e.g., date of submission, upcoming milestones, anticipated completion date, etc.)

## EXHIBIT E.2: EQUIPMENT SPECIFICATIONS

Proposer Name:	
Project Name:	
<b>Product Specifications</b>	
<u>Module</u>	
Manufacturer:	
Watts DC:	
Model:	
<u>Racking</u>	
Manufacturer:	
Model:	
<u>Inverter</u>	
Manufacturer:	
Model:	
Data Acquisition System:	
	\$/Watt-dc:
Modules:	
Inverters:	
Racking:	
Balance of System:	
Engineering:	
Permitting:	
Interconnection:	
Installation:	
Site Work:	
Total	\$ -
<b>General Notes/Comments</b>	

**EXHIBIT E.3: VNM SOLAR PROJECT PRICING FORM**

Proposer/Project Information:										
Proposer Name:										
Project Name:										
ZREC/LREC Price \$/REC										
Forecasted Annual Production kWh/Year										
Beneficial Account Information:										
Distribution Rate Class	BOE_1	BOE_2	BOE_3	BOE_4	BOE_5	BOE_6	Muni_1	Muni_2		
Third-Party Supply Rate \$/kWh	56	37	41	37	37	56	37	56		
kWh Usage (12 months historical)	\$ 1,321,200	\$ 708,096	\$ 1,088,640	\$ 1,176,576	\$ 1,205,568	\$ 1,134,000	\$ 1,620,480	\$ 2,562,000		
Proposer Calculated Effective Utility Rate - On-peak										
Proposer Calculated Effective Utility Rate - Off-peak										
Proposer Submission:										
kWh Allocation by Proposer - On-peak (1) (2)										
kWh Allocation by Proposer - Off-peak (1)										
VNM Credit Rate Year 1 - On-peak (3)	\$0.15843	\$0.16226	\$0.17546	\$0.16226	\$0.16226	\$0.15843	\$0.16226	\$0.15843		
VNM Credit Rate Year 1 - Off-peak (3)	\$0.12843	\$0.13226	\$0.14546	\$0.13226	\$0.13226	\$0.12843	\$0.13226	\$0.12843		
Expected Year 1 VNM Credit on Utility Bill - On-peak										
Expected Year 1 VNM Credit on Utility Bill - Off-peak										
Proposed Fixed VNM Discounted Bill Rate - On-peak										
Proposed Fixed VNM Discounted Bill Rate - Off-peak										
Expected Year 1 Savings Total - On-peak (4)										
Expected Year 1 Savings Total - Off-peak (4)										
Expected 20 Year Savings (5)										
General Comments/Notes:										
Proposer to fill all yellow cells. All other cells are locked.										

**Footnotes**

- 1 - Allocate project's forecasted annual production across a maximum of beneficial accounts
- 2 - On-peak hours are from 12:00 PM - 8:00 PM and off-peak are all other hours  
[https://author.eversource.com/content/docs/default-source/rates-tariffs/ct-electric/ct-electric-rates.pdf?sfvrsn=2d9afe62\\_32](https://author.eversource.com/content/docs/default-source/rates-tariffs/ct-electric/ct-electric-rates.pdf?sfvrsn=2d9afe62_32)
- 3 - VNM Credit Rate based on May 2020 - June 2020 Eversource Energy Standard Service VNM Bill Credit, with D&T @ 80%.  
[Eversource VNM Bill Credit Table](#)
- 4 - Proposer shall calculate each the effective utility rate for each beneficial account based on the third-party supply rate and rate class information provided
- 5 - Provide a 20 year savings table and when calculating hold 3% as annual utility escalator and 0.5% for annual production degradation