

LEGAL NOTICE

JOINT REQUEST FOR PROPOSALS

SOLAR PHOTOVOLTAIC PROJECTS - GROUND LEASES

NEW LONDON, NORTH STONINGTON, AND POMFRET

May 17, 2019

The municipalities of New London, North Stonington and Pomfret, Connecticut (“Municipalities”) jointly seek to lease portions of certain municipal-owned property sites to develop photovoltaic (“PV”) systems (each a “System”) to qualified solar system developers (“Proposers”). The Municipalities are interested in purchasing the solar produced by the Systems under a Virtual Net Metering Credit, Shared Solar, Community Solar, or other customer off-taker arrangement once these programs are available. The Municipalities will evaluate Proposals pertinent to their respective municipal-owned properties and will select the Proposal that is in the best interests of the municipality.

Michaud Law Group LLC (“Michaud Law Group”) and CSW LLC d/b/a CSW Energy (“CSW”) are administering this joint Request for Proposals (“RFP”) on behalf of the Municipalities (“RFP Administrators”). Proposers will be required to submit their proposals in the following format: one (1) electronic copy emailed to ctgroundlease@solar-rfp.com, and three (3) hard copies mailed to CSW LLC at 20 Church St, Hartford, CT 06103 no later than **June 3, 2019**. Proposals received after the submission date may be considered at the sole discretion of the Municipalities.

The RFP will be available electronically and may be obtained via email by contacting the RFP Administrators at ctgroundlease@solar-rfp.com. It is the Proposer’s responsibility to be aware of any updates or addendums to the RFP; which will be posted on the Municipalities’ respective websites, and at cswenergy.com/ct-ground-lease. If a Proposer has received a copy of the RFP indirectly, please inform the RFP Administrators at ctgroundlease@solar-rfp.com to be placed on the RFP distribution list.

The Municipalities reserve 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 Proposer that, in the Municipality's sole discretion and judgment, will be in the Municipality’s best interests. The municipalities’ respective decisions shall be final, shall not be subject to review or appeal, and may be based on any criteria in the Municipalities’ 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 municipal authorities, which may include, but are not limited to any applicable planning boards, Department of Energy and Environmental Protection, Public Utilities Regulatory Authority, Connecticut Siting Council, and successful execution of the Virtual Net Metering Credit Agreement, Shared Solar

Agreement, Community Solar Agreement, Power Purchase Agreement, or any other relevant agreement in connection with the RFP (“Pertinent Contracts”). The Municipalities shall have the right of first refusal as the customer off-taker for any energy produced by the Systems by the selected Proposers.

END OF LEGAL NOTICE

JOINT REQUEST FOR PROPOSALS
SOLAR PHOTOVOLTAIC PROJECTS - GROUND LEASES
NEW LONDON, NORTH STONINGTON, AND POMFRET

May 17, 2019

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NEW LONDON, NORTH STONINGTON, AND POMFRET

May 17, 2019

I. RFP COMMUNICATIONS:

All requests for RFP information must be sent to ctgroundlease@solar-rfp.com. Visit the RFP website for all pertinent information: cswenergy.com/ct-ground-lease.

II. INTRODUCTION:

The municipalities of New London, North Stonington, and Pomfret, Connecticut (“Municipalities”) seek to lease portions of certain municipal-owned property locations to site and develop photovoltaic (“PV”) systems (each a “System”) to qualified solar system developers (“Proposers”). The Municipalities are interested in purchasing the energy produced by the Systems under a Virtual Net Metering Credit, Shared Solar, Community Solar, or other customer off-taker arrangement once available. The Municipalities will evaluate the Proposals pertinent to their respective municipal-owned properties and will select the Proposals that are in the best interests of the municipality. The selected Proposers will be responsible for finding a customer off-taker for the energy produced the Systems, but the Municipalities shall have the right of first refusal as the customer off-taker for the energy produced by the Systems for any Virtual Net Metering Credit, Shared Solar, or Community Solar Project that is located within the respective municipality once available.

III. KEY RFP DATES:

Table 1: Key RFP Dates

May 17, 2019	RFP Release: RFP Administrators will release the RFP via email on or about this date.
May 22, 2019	Intent to Bid: Proposers must contact RFP Administrators at ctgroundlease@solar-rfp.com and provide a written notice of their intent to submit an RFP response.

TBD	Site Visits: Site visits are not planned, but please contact the RFP Administrators at ctgroundlease@solar-rfp.com immediately if your company wishes to schedule a site visit for a particular municipality.
May 17, 2019 through May 29, 2019	Q&A Period: Proposers may submit written questions to the RFP Administrators at ctgroundlease@solar-rfp.com .
June 3, 2019	Proposal Due Date: Proposers must submit proposals by email to ctgroundlease@solar-rfp.com .
TBD	Proposer Selection: A Preliminary Notice of Selection will be issued by the RFP Administrators via email.
June 11, 2019	Ground Lease Execution: The Ground Lease will be executed by the selected Proposer and the respective Municipality.

IV. MUNICIPAL PROPERTY SITE INFORMATION:

This Section contains site specific information for each of the municipal-owned property sites shown in Table 2: Municipal Property Site Locations below. Maps of each property site can be found in Exhibit F, and at cswenergy.com/ct-ground-lease.

A. Municipal Site Locations:

Table 2: Municipal Property Site Locations

Municipality	Property Site Name	Property Site Type	Property Address or GPS	<u>Exhibit Reference</u>
New London	New London Landfill	Closed Landfill	41.353408, -72.120884	F1
North Stonington	Wintechog Hill	Greenfield	Wintechog Hill Road & Wrights Road North Stonington, CT 06359	F2
Pomfret	Murdock Property	Greenfield	434 Killingly Road Pomfret Center, CT 06259	F3

B. Special Conditions:

- i. The New London Landfill is located in the Bates Woods Park. The landfill closure plans are available at cswenergy.com/ct-ground-lease.
- ii. The Pomfret site is a wooded lot that will be cleared under an existing agreement with a local logging contractor. This will be performed at no cost to the solar developer.

V. GROUND LEASE PARAMETERS:

The Municipalities seek 20-year Ground Leases for their respective property sites that would be in the best interests of each municipality. The purpose of the Ground Lease is for the solar developer to establish site control over the municipal project site in order to develop a solar project eligible under the Virtual Net Metering Credit Program, Shared Solar Program, Community Solar Program, or alternate Connecticut solar program once they are available. Proposers must submit a *Proposed Land and Personal Property Tax Stabilization Payment* and an *Operating Fee* under the Ground Lease as an annual price per megawatt of AC capacity (MW-AC). Proposers must also submit a preliminary property site plan that identifies the intended solar system size with a maximum of 2 MW-AC per property site. Proposers are encouraged to review the Model Ground Lease attached as Exhibit G.

A. Ground Lease - Development Period:

The selected Proposers will be required to enter into a Ground Lease and pay the Municipality a Development Period Fee under the Ground Lease. The Development Period Fee is non-negotiable. The intent of the Ground Lease Development Period Fee is to provide the selected Proposers with site control over each respective municipal property site for up to three years in accordance with Table 3: Development Period Fees below:

Table 3: Ground Lease - Development Period Fees

Ground Lease	Term	Development Period Fee
Development Period	365 days	\$1,000
First Extension – if needed	365 days	\$3,000
Second Extension – if needed	365 days	\$5,000

B. Proposed Land and Personal Property Tax Payment (Stabilized):

The selected Proposers will be required to propose and enter into a Land and Personal Property Tax Stabilization Agreement with the appropriate municipality if and when the proposed System is constructed and becomes operational. The Annual Land and Personal Property Tax Payment (Stabilized) is per each 1 MW-AC of System capacity. The purpose of the Land and Personal Property Tax payment is to cover the proposed solar developer’s land and personal property tax obligations for the System consistent under state law and is shown in Table 4: Proposed Land and Personal Property Tax Stabilization Payment Table below, and must be populated in Exhibit D.

Table 4: Proposed Land and Personal Property Tax Stabilization Payment

Municipality Property Site	Proposed Annual Stabilized Land and Personal Property Tax Payment per each 1 MW-AC of System Capacity
New London	(\$) Value to be submitted by Proposer
North Stonington	(\$) Value to be submitted by Proposer
Pomfret	(\$) Value to be submitted by Proposer

C. Proposer Ground Lease Operating Fee Bid:

Proposers must submit their Operating Fee Bid under the Ground Lease as an annual price per megawatt of AC capacity (MW-AC) for each municipal site in Table 5: Ground Lease Operating Fee Bid shown below. Proposers are encouraged to review the Model Ground Lease attached as Exhibit G. Table 5 below shows an Operating Fee Bid is to be submitted for each municipal site. All Proposers must submit this Operating Fee Bid in Exhibit D and agree to use the Model Ground Lease shown in Exhibit G. Certain minor nonmaterial modifications to the Ground Lease may be accepted by the Municipalities.

Table 5: Ground Lease Operating Fee Bid

Municipality Property Site	Proposer Ground Lease Operating Fee Bid
New London	(\$) Value to be submitted by Proposer
North Stonington	(\$) Value to be submitted by Proposer
Pomfret	(\$) Value to be submitted by Proposer

VI. PROPOSAL REQUIREMENTS:

A. General:

Proposers must include full, accurate, and complete information in their proposal responses. Proposals may include any additional information that demonstrates the Proposers qualifications and ability to develop, construct, own, and operate a viable solar project. Extra

consideration will be given to any proposals that can demonstrate a viable option for the municipalities under any potential Virtual Net Metering Credit Program, Shared Solar Program, Community Solar Program, or other solar program that may become available. At a minimum, proposals must include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

B. System Site Plan and Equipment:

Proposals must include a preliminary site plan for each System that identifies the portion of each parcel that will be used for the installation of the System. The site plan should include the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt and system size in Watts-AC and Watts-DC. All proposed solar modules, racking systems, inverters, monitoring and other equipment must be Tier 1 and UL Listed.

C. Pricing:

Proposals must include a firm Ground Lease Operating Fee price and firm Land and Personal Property Tax (stabilized) price for at least 20 years for any System proposed and shown in Table 4 and Table 5 above and Exhibit D below.

D. 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 and installation of municipal solar projects.

E. References:

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

F. Statement on Proposers 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 System successfully.

G. Appendix:

Proposes must complete and include all the required exhibits included in this RFP. Proposers may also provide supplemental information relevant to their proposal response,

including resumes, references, proposed site plans, product data sheets, project schedules, production model, sample production reports, and photos of relevant projects.

VII. GENERAL REQUIREMENTS:

A. RFP Fee Agreement:

Proposers must sign the RFP Fee Agreement Form in Exhibit E to be eligible under this RFP. The RFP Fee represents a price per Watt for each watt of installed DC capacity of the Systems. The RFP Fee varies based on the municipal property site shown in Table 6: RFP Fees below. The RFP Fee compensates Michaud Law Group, LLC and CSW LLC for their considerable time and resources committed at no charge to the Municipalities for assisting them with this RFP. The RFP Fee payment schedule is as follows: 10% within ten days of the Ground Lease execution; 50% within 10 days of the Commencement of Construction of the System; and 40% within 10 days of the Mechanical Completion of the System. 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 GROUND LEASE. In addition, Proposer agrees that the RFP Fee Agreement is nonnegotiable, 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.

Table 6: RFP Fees

Municipal Property Site	CSW, LLC Fee (\$/Watt-DC)	Michaud Law Group, LLC Fee (\$/Watt-DC)
New London	\$0.06	\$0.04
North Stonington	\$0.07	\$0.05
Pomfret	\$0.06	\$0.06

B. Advertising:

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

C. Cost for Preparing Proposals: Proposal Ownership:

The costs incurred by the Proposers in developing their proposals are their sole responsibility, and the Municipalities and RFP Administrators shall have no liability for such costs.

All proposals submitted in response to this RFP shall become the Municipalities' and the RFP Administrators' property and will not be returned to the Proposers.

D. Proposals Will Not Be Confidential:

PROPOSERS ACKNOWLEDGE AND AGREE THAT THEIR PROPOSALS IN RESPONSE TO THIS RFP SHALL BECOME PUBLIC RECORD UPON DELIVERY TO THE RFP ADMINISTRATORS AND/OR THE MUNICIPALITIES. UNDER NO CIRCUMSTANCES SHALL A PROPOSER IDENTIFY ANY PORTION OF THEIR PROPOSAL AS CONFIDENTIAL. ANY PROPOSAL RECEIVED WITH ANY PORTION MARKED AS CONFIDENTIAL WILL BE RETURNED TO THE PROPOSER AND THAT PROPOSAL SHALL NOT BE CONSIDERED FOR SELECTION UNDER THIS RFP.

E. Insurance:

Insurance coverage will be required for the Systems constructed under this RFP and must be included in any Pertinent Contracts.

F. Compliance with Immigration Laws:

By submitting a proposal, the Proposers confirm that they have complied, and during the term of the Ground Lease will comply with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the Ground Lease 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 Ground Lease 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 Ground Lease.

G. Hold Harmless:

The selected Proposers shall defend, indemnify, and hold harmless the Municipalities, 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"), 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 obligations under IRCA 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 Ground Lease. In addition, Each Proposer shall submit a complete the Proposer's Hold Harmless Agreement that is attached to this RFP in Exhibit C.

H. Initial Disclosure Form:

The Proposers shall submit a completed Initial Disclosure Form that is attached to this RFP in Exhibit A.

I. Non-Collusion Bidding Certificate:

The Proposers shall submit a completed Proposer's Non-Collusion Bidding Certificate that is attached to this RFP in Exhibit B.

J. Preference for the United States:

The selected Proposers shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the selected Proposers agree that in the employment of labor to perform the work under the Ground Lease, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county where the Municipalities is located for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

K. Workers Compensation:

Prior to any contract execution, the Municipalities will require the tentative selected Proposers 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.

L. Safety and Background Checks:

The selected Proposers and each of their permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Ground Lease has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week of each such employee, mechanic, laborer, or worker begins work under the Ground Lease. All personnel of the selected Proposer including those of their subcontractors may be subject to a background check at the expense of the Proposer.

M. Municipal Site Development:

The selected Proposers 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 Proposers will be responsible for

acquiring all necessary permits from governing agencies, and for the payment of associated fees. The selected Proposers will be responsible for all tasks and fees associated with interconnection this includes but is not limited to applications and studies.

N. 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 Municipalities may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

O. Presumption of Proposer's Full Knowledge:

The Proposers are responsible for having read and understood each document in this RFP and any addenda issued by the Municipalities 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. 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, 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 Municipalities' objectives. Proposer declares that they have examined the work site, carefully considered all elements of the project and the environment in which the services will be provided. Proposer is satisfied with the conditions and requirements and understand that a submission of a proposal removes their right to plead any misunderstanding.

P. Proposer Responsibility:

The Proposers understand and agree that by submitting a proposal they are fully responsible for all necessary materials, machinery, implements, tools, labor, services, permits, variances, licenses and any other items required to perform the work under the given conditions, and to carry out the contract to completion.

VIII. PROPOSAL SELECTION, SELECTION CRITERIA & DISQUALIFICATION:

A. Proposal Review:

The Proposals will be analyzed by the RFP Administrators and presented to the Municipalities for review and selection. It must be emphasized that the Municipalities will select the winning proposal or proposals and execute a Ground Lease and other Pertinent Contracts with the selected Proposer(s).

B. Right of First Refusal:

THE MUNICIPALITIES SHALL HAVE THE RIGHT OF FIRST REFUSAL AS THE CUSTOMER OFF-TAKER FOR ANY ENERGY PRODUCED BY THE SYSTEMS BY THE SELECTED PROPOSERS.

C. Proposal Selection:

The Municipalities will select the proposals for their respective property sites in their sole discretion and that is in the best interest of the municipalities. The following list of criteria is not intended to be exhaustive. The Municipalities may reject any proposal for any reason. Due to the complexity of the Systems and contemplated agreements, the Municipalities shall not be bound to select a winning proposal based upon highest Proposer Ground Lease Operating Fee Bid. The Municipalities may use the following criteria in evaluating proposals:

1. Proposal Completeness
2. Proposer Ground Lease Operating Fee Bid
3. Proposer qualifications
4. Proposer experience with municipal systems
5. Proposer commitment and ability to ensure timely success under RFP
6. Quality of references
7. Other criteria identified under proposals

D. Proposal Disqualification:

The Municipalities will not select any proposal from a Proposer that is in arrears or in default to the municipalities regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

E. Preliminary Selection:

The Municipalities will select the proposals that they deem to be in their best interests in their sole discretion and issue a Preliminary Notice of Selection to these Proposers. The selection may be subject to further discussions with the Proposers. The making of a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose upon the Municipalities any obligations. The Municipalities are free to withdraw any preliminary selection at any time and for any reason.

F. Non-Circumvent:

By submitting a proposal in response to this RFP, Proposers expressly agree not to seek to develop any solar PV projects with the Municipalities outside of this RFP for a period of three (3) years.

G. Ground Lease Execution Deadline:

The selected Proposers and the Municipalities must successfully negotiate and execute the Ground Lease within ten (10) days of the Proposers being selected by the Municipalities. If this

does not happen, Proposers acknowledge and agree that, unless time for execution of the Ground Leases are extended by the Municipalities in their sole discretion, the Municipalities may enter Ground Lease negotiations with another Proposer under this RFP.

EXHIBIT A
INITIAL DISCLOSURE FORM

Exceptions to the RFP: (please check the one that applies)

Proposer does not take exception to the requirements of this RFP.

Proposer takes exception to the requirements of the RFP. Please explain.

Exceptions to the Model Ground Lease: (please check the one that applies)

Proposer does not take exception to the Model Ground Lease shown in Exhibit G.

Proposer takes exception to the Model Ground Lease shown in Exhibit G. Please show the marked-up Model Ground Lease showing your proposed changes.

State Debarment List:

Is Proposer on the State of Connecticut's Debarment List?

Yes

No

Occupational Safety and Health Law Violations:

Has Proposer 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, 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 (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 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 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.

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 INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

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 Disclosure Form.

EXHIBIT B

NON-COLLUSION PROPOSER 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 Municipalities with a Ground Lease. By submission of this bid, Proposer and person signing on behalf of 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 Municipalities may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto 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 _____, 2019

Notary Public

EXHIBIT C

MUNICIPALITY PROPOSER HOLD HARMLESS AGREEMENT

Proposer hereby agrees that it will indemnify and save harmless the Municipalities, Michaud Law Group, LLC and CSW, LLC from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Municipalities or Michaud Law Group, LLC or CSW, LLC by reason of any omission or act of the Proposer, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Municipalities and/or Michaud Law Group, LLC and/or CSW, LLC in defending any suit, including attorneys' fees. Furthermore, at the option of the Municipalities and/or Michaud Law Group, LLC and/or CSW, LLC, 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 _____, 2019

Notary Public

This form must be signed and returned with bid.

EXHIBIT D

PROPOSED GROUND LEASE BID

Proposers should complete the form below stating System size, the proposed annual Land and Personal Property Tax (stabilized) Payment and the proposed annual Operating Fees for the 20-year term of the Ground Lease. Please leave certain sections blank if you do not intend to bid on a particular Municipal Site.

Proposer should complete if it wishes to bid.

Municipality	Site Name	<u>Exhibit</u> Reference	System Size (Watts-DC)	System Size (Watts-AC)	Annual Land and Personal Property Tax (Stabilized) Payment	Annual Ground Lease Operating Fee (\$ per MW-AC)
City of New London	New London Landfill	F1				
Town of North Stonington	Wintechog Hill	F2				
Town of Pomfret	Murdock Property	F3				

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

This form must be signed and returned with bid.

EXHIBIT E

RFP FEE AGREEMENT

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

- A. Proposer, if selected under this RFP, agrees to pay Michaud Law Group, LLC (“Michaud Law Group”) and CSW, LLC d/b/a CSW Energy (“CSW”) the RFP Fee in accordance with the table below for each watt of installed DC capacity for any System installed for the Municipalities under this RFP.

Site	CSW LLC Fee (\$/W-DC)	Michaud Law Group LLC Fee (\$/W-DC)
New London	\$0.06	\$0.04
North Stonington	\$0.07	\$0.05
Pomfret	\$0.06	\$0.06

- B. The RFP Fee payment compensates Michaud Law Group and CSW for their considerable time and resources committed at no charge to the Municipalities for assisting them with this RFP.
- C. The RFP Fee payment schedule shall be as follows: 10% within ten days of the Ground Lease execution date; 50% within 10 days of Commencement of Construction of the System; and 40% within 10 days of Mechanical Completion of the System.
- D. Failure to pay the RFP Fee in a timely manner shall constitute an event of default under the Ground Lease and shall disqualify the selected Proposer from this RFP.
- E. Proposer agrees that this RFP Fee Agreement is nonnegotiable, and if Proposer attempts to amend the RFP Fee Agreement in any way, or if Proposer fails to include the signed RFP Fee Agreement with their proposal, Proposer will be disqualified from this RFP.

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

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): _____

Proposer Company: _____

Date: _____

EXHIBIT F

MAPS

Available at:

www.cswenergy.com/ct-ground-lease

EXHIBIT G

Model Ground Lease

Available at:

www.cswenergy.com/ct-ground-lease