

REQUEST FOR PROPOSALS TO OFFER POWER PURCHASE AGREEMENTS FOR SOLAR PROJECTS AT STATE OF CONNECTICUT FACILITIES

Solar MAP – State – Round 4 2025

I. PURPOSE

The Connecticut Green Bank (“Green Bank”) through this Request for Proposals (“RFP”) seeks proposals from investor/owners (“Proposers”) interested in designing, developing, installing, financing, owning, operating and maintaining solar PV projects at State of Connecticut sites (“Sites”) as outlined in **Table 1** (together being, the “Projects”). The Green Bank is working with the State of Connecticut to provide Sites available for solar installations. Through this RFP, Green Bank seeks power purchase agreement (“PPA”) rates for electricity generated by the Projects. Through this RFP, Green Bank will select one or more awardees (“Awardee”) to deliver turnkey project development, construction, and ownership for the Projects.

II. GREEN BANK BACKGROUND

The Green Bank is a quasi-public state agency. As the nation’s first full-scale green bank, it is leading the clean energy finance movement by leveraging public and private funds to scale-up renewable energy deployment and energy efficiency projects across Connecticut. The Green Bank’s success in accelerating private investment in clean energy is helping Connecticut create jobs, increase economic prosperity, promote energy security and address climate change.

III. PROGRAM BACKGROUND

The State of Connecticut has greenhouse gas reduction and clean energy goals, which include deploying an average of 10,000 kW DC of new solar capacity annually for the next 10 years, primarily through siting new projects on state buildings or property.¹ The Green Bank is working with the State of Connecticut (“Site Owner”) to facilitate solar PV deployment at Sites owned by the Department of Administrative Services (“DAS”), the Department of Transportation (“DOT”), the Connecticut Technical Education and Career System (“CTECS”), the Department of Children & Families (“DCF”), and the Connecticut Agricultural Experiment Station (“CAES”). The Sites summarized in Table 1 are available for installation of solar projects.

It is anticipated that the Projects will participate in the state’s incentive program called Non-Residential Renewable Energy Solutions (“NRES”), administered by the utilities, including the recently created School Solar Category for Projects indicated in Table 1. This category is an extension of Connecticut’s NRES program and provides 25MW annually for qualifying projects in addition to the NRES Program’s existing 110MW cap.

¹ See Governor Ned Lamont’s Executive Order No. 21-03

Incentive rates are administratively set (fixed) and will be the same as the Medium Zero Emission category regardless of the project’s size. The submission window starts with the commencement of the February NRES RFP window and closes by the end of the August NRES RFP window each year. More information about the School Solar Category can be found in section 5.8 of the Year 4 NRES Program Manual. Proposers may propose or Green Bank may elect to pursue a development pathway outside of NRES to increase the likelihood of project success and/or create additional value to the State of Connecticut. All submittals must include a PPA rate that can be used regardless of what development or incentive pathway is taken. If Green Bank selects an Awardee whose proposal utilizes a development pathway outside of NRES, the contracting and development steps can be adjusted as needed and mutually agreed upon.

The Awardee is expected to sell the energy from the Projects to the facility through a power purchase agreement using the template Master Power Purchase Agreement, Site Specific Power Purchase Agreement and License Agreement (together, “Project Agreements”). The Projects will use the template Project Agreements as provided in Exhibit C that have been negotiated and approved by the Office of Attorney General and Office of Policy and Management for use by the state for solar deployment. **Proposers must review and be willing to accept the template Project Agreements “as is”, unless changes are required due to a Project not participating in NRES.**

Through this RFP, Green Bank will select an Awardee(s) to provide turnkey project development, construction, and ownership for the Projects. The Green Bank (or other entity owned directly or indirectly by the Green Bank) will execute Project Agreements with the DAS and the applicable State agencies. Once executed, Green Bank will then assign the Project Agreements to the Awardee(s) using an Assignment and Assumption Agreement as provided in Exhibit D. After the Project Agreements are assigned, the Green Bank will function as the Site owner’s representative on behalf of each Project site as described in Section VI.

The contracting and development steps for this portfolio are structured as follows, if a project pursues an NRES tariff:

Steps	Description	Estimated Timeframe
1	The Green Bank selects Awardee(s) and issues Award letter(s)	On or about March 5th
2	The Green Bank will submit the Projects, excluding the school category projects indicated in Table 1, into the state’s solar incentive program, Non-Residential Renewable Energy Solutions (“NRES”), on behalf of the State Agencies for the February or August NRES RFP . Awardee will provide the performance assurance payment and bid fee associated with the awarded Projects.	By Submission deadlines for the Year 3 NRES February and August RFP Schedule
3	The Green Bank will execute the Project Agreements with the DAS and the applicable State agencies.	May - June

4	<p>For all non-school projects, the Green Bank will transfer the Project Agreements for the Projects to the Awardee using an Assignment and Assumption Agreement and designate Awardee as Third-Party Payment Beneficiary under the NRES award, upon NRES award and Project Agreement execution.</p> <p>For school projects, the Green Bank will transfer the Project Agreements to Awardee upon their execution.</p>	TBD
5	<p>Awardee will perform the development, design, construction, and ownership activities outlined in the Project Agreements.</p> <p>For school projects, this includes the submission and securing of the NRES incentive and payment of associated bid fee and performance assurance payment.</p>	TBD

Proposers are encouraged to incorporate Green Bank debt funding to finance a portion of the capital required for the Projects. The Green Bank has the ability to issue green bonds to raise low-cost and long-term private capital to be included in the capital structure to further reduce the PPA price for state facilities (see Section VIII (G) below).

Table 1: Project Information

Site Name	Property Address	Project Type	Project Size (kWdc)	Project Size^ (kWac)	Exhibit Reference	Estimated Performance Assurance payment*	School Project (Y/N)
Platt Tech System A	600 Orange Ave, Milford, CT 06461	Roof	268	200	A	N/A NRES award secured	N
Platt Tech System B	600 Orange Ave, Milford, CT 06461	Roof	287	200	B	\$5,000	Y
Bullard Havens	500 Palisade Ave, Bridgeport, CT 06610	Roof/Carports	1125	878.9	C	\$21,973	Y
Connecticut Agricultural Experiment Station	890 Evergreen Ave,	Roof	116	100	D	\$2,500	N

	Hamden, CT 06518						
Wolcott Hill Wethersfield	24 Wolcott Hill Rd, Wethersfield, CT 06109	Ground	494	400	E	\$10,000	N
Buckingham St Garage	309 Buckingham St, Hartford, CT 06106	Carport	691	540	F	\$13,500	N
Morgan St Garage	155 Morgan St, Hartford, CT 06103	Carport	1,493	999	G	\$24,975	N
Rentschler Field	615 Silver Ln, East Hartford, CT 06118	Carport	10,640	10,000 (two 5,000)	H	\$250,000	N
340 Capitol Ave	340 Capitol Ave, Hartford, CT 06106	Carport	533	400	I	\$10,000	N
Solnit North	36 Gardner St, East Windsor, CT 06088	Roof / Ground/ Carport	1,702	1,300	J	\$32,500	N
Waterford	105 & 125 Waterford Parkway N, Waterford, CT 06385	Ground	7,500	5000	K	\$125,000	N
Total			26,109 kWdc	20,017.9 kWac			

*Based on Green Bank's proposed System size (kWac)

IV. PROJECT INFORMATION

The Green Bank offers potential Project layouts and sizes noted in Table 1 and additional Site information in **Exhibit A** to inform pricing submissions. Please note that all information supplied by the Connecticut Green Bank in Exhibit A is meant to help inform Proposers understanding of site conditions and characteristics. Green Bank makes no representations as to the accuracy or completeness of the information provided. Proposers should inform their responses by independently verifying.

A. Project Sizing

The Green Bank conducted a cursory evaluation of each State property in order to determine a proposed Project size and production, location, project type, and NRES incentive bucket. Table 1 above identifies the site name, address, project type, proposed system size, and exhibit reference. A folder has been created for each site in Exhibit A that shows a proposed facility layout using areas suitable for a solar project installation and corresponds to the system size in Table 1 as well as meter location, any site-specific special conditions, and publicly available parcel information.

Proposers are not required to match the proposed layout or size. Proposers shall perform their own assessment of technical potential and propose a system layout and size that maximizes the usable area. Unless noted otherwise, Proposers' layouts may extend beyond the limits of the conceptual design footprint as long as consideration for existing conditions, code-required setbacks, and NRES project size categories² have been taken.

B. Utility Interconnection & NRES Incentive Program

The Awardee is expected to be familiar with the NRES program requirements and utility interconnection process. The Green Bank will be responsible for coordinating with the Site Owners to submit an application to participate in the NRES program. Awardee will be responsible for providing the performance assurance payment and bid fee associated with the Project's incentive application. The performance assurance payment is based on project size in the amount of \$25 per kW (AC) and the bid fee is \$350 as required by the Year 4 NRES RFP. The performance assurance payment is returned to the NRES applicants according to Section 5.10 of the NRES Program manual. Awardee shall have exclusivity rights to the Projects that receive an NRES incentive award and a guarantee from the Green Bank for reimbursement of the performance assurance payment for any Projects where an NRES incentive was secured but do not have executed Project Agreements, as outlined in the Award letter.

Once an incentive is secured, the Awardee will be responsible for developing, designing, permitting and installing the Projects in accordance with the requirements of the NRES program and utility interconnection rules.

The Awardee will be responsible for the interconnection application process with the utility, including but not limited to the standard application fees and meter fees. The Awardee will be responsible for all communication and coordination with the Utility throughout the interconnection and incentive process, as necessary to secure contingent approvals for construction and incentive approvals, respectively. Awardees will also be responsible for fully developing the projects, including obtaining all necessary permits and required approvals.

V. Key Provisions of Scope of Work

Awardee will develop, finance, design, permit, construct, install, own, operate, and maintain the Projects, all in accordance with the terms set forth in the RFP and Project Agreements. The

² Section 5.2.4 in the NRES Year 4 Program Manual

Awardee is responsible for contracting and coordinating all necessary consultants, contractors and subcontractors to complete the scope of work. **The Standard Scope of Work provisions are outlined in Exhibit F. Key Provisions in the Scope of Work are provided below.** In Exhibit A for sites E, F, G, and I, please note the relevant sections in the DAS Procedure Manual for additional information on electrical work. Proposers should ensure both Standard and Key Scope of Work provisions and DAS Procedure Manual have been reviewed and included in proposals. The Awardee will coordinate with Green Bank in their role as Site Owner's representative on the development, construction, and operation of the Projects, including but not limited to any review and approval of Project materials as outlined in this RFP or the Project Agreements.

A. Development

Awardee is responsible for securing the NRES incentive or other state incentive after the Project Agreements have been assigned to Awardee, if not already secured. Awardee is also responsible for the performance assurance payment associated with NRES incentive awards. This could occur before or after assignment of the Project Agreements to the Awardee depending on which NRES solicitation a Project participates in.

B. Design and Permitting

The Awardee shall develop a fully engineered system that complies with all applicable regulations, codes, and requirements, including all building, electrical, and fire codes, zoning and stormwater regulations, industry best practices, and Utility interconnection requirements.

The Awardee is responsible for acquiring all necessary permits and approvals from governing agencies and Authorities Having Jurisdiction ("AHJ"), and for the payment of applicable fees. It is the responsibility of the Proposers to understand all applicable codes, regulations and fees, including approvals that may be required from Connecticut Siting Council, State Historic Preservation Office, Connecticut Environmental Policy Act, or Department of Energy and Environmental Protection's Natural Diversity Database and Stormwater reviews.

C. FM Global

All Sites are insured by FM Global. Awardee is responsible for incorporating any FM Global required specifications into their designs, and for all coordination and approvals required by FM Global.

D. Overburden Waiver - Roof Mounted Systems

It is the responsibility of the Awardee to perform work in such a manner to ensure the roof warranty and/or the roofing contractor's workmanship warranty is not negatively impacted. In addition, the Awardee is responsible for securing an overburden waiver from the roofing manufacturer. This includes any required inspections, fees, documentation, and coordination with the roofing manufacturer and the roofing contractor.

E. Construction Entrance and Access Path:

The construction entrance shall consist of a permanent gravel access path from the nearest drive lane through the solar array gates to the location of the electrical equipment inside the fenced solar array. The end of the gravel access path shall be arranged so that a maintenance vehicle can turn around. The exact locations of this access path shall be reviewed and approved by the Green Bank and Site Owner.

F. Carport System – Design Standards

The following requirements are specific to the carport Systems.

a. Gutter and Drainage:

For the Buckingham Street Garage and Morgan Street Garage Projects, design and equipment selections should include gutter and drainage systems that accumulate and divert rainwater and snowmelt into the structure’s existing drainage system.

b. Clearance Heights:

Please refer to the Portfolio Site Information document in Exhibit A for required carport minimum height clearance for all sites. A placard identifying the clearance height shall be adhered to at either end and in the center of each carport row.

c. Construction and Phasing:

The Awardee shall develop a construction phasing plan that identifies staging areas, impacted parking areas, and the duration of time that each parking area will not be usable. This plan should incorporate the information provided in the Portfolio Site Information document in Exhibit A and must be presented to and approved by the Site Owner and Green Bank, and the Awardee shall coordinate with the Site Owner to develop a temporary parking plan to account for these disruptions.

G. Operations and Maintenance

The Awardee is responsible for operations and maintenance of the System for the entirety of the PPA. This shall include full-time monitoring of the system, reporting, diagnostic, troubleshooting, equipment replacement, and associated materials and labor necessary for the system to meet the expected production values. An annual preventative maintenance visit shall be performed to inspect the mechanical and electrical components of the System.

Maintenance must include a minimum of 5 mowings per year of the License Area as defined in the Project Agreements.

The Awardee is responsible for ensuring that the System is receiving NRES credits following receipt of the approval to energize from the Utility. This includes but is not limited to reviewing utility bills with the Site Owner to demonstrate how the credits are applied and shown on the bill. Any coordination or corrective actions that need to be taken with the utility company is the responsibility of the Awardee.

H. Prevailing Wage

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

- a. Please see the prevailing wages for new construction:
<https://portal.ct.gov/dol/divisions/wage-and-workplace-standards/prevailing-wage>
- b. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or designated representative.

VI. SITE OWNER REPRESENTATIVE

The Green Bank will function as the Site Owner's representative on behalf of each Project site through the Project's Commercial Operation Date ("COD") as defined in the Project Agreements. Awardee will coordinate with Green Bank in their role as Site owner's representative on the development, construction, and operation of the Projects, including but not limited to any review and approvals as outlined in this RFP and the Project Agreements and periodic check-in meetings. Green Bank representatives shall be included on all Notices and obligations from Seller to Buyer outlined in the executed Project Agreements using the contact email MAP@ctgreenbank.com

PPA Pricing should include the Green Bank owner's rep fee of \$0.035/Wdc ("Green Bank Fee") and shall be paid out as follows:

- \$0.01/Wdc when Projects are transferred to Awardee (via AAA)
- \$0.01/Wdc when Projects receive issuance of notice to proceed (as noted in Construction Targets in the Project Agreements)
- \$0.015/Wdc when Projects reach the Commercial Operation Date (COD) as defined in the Project Agreements

Green Bank acknowledges that system size is subject to change through development period, the Green Bank fee at each of the milestones outlined above will be paid based on the size of the system at that milestone.

VII. PPA PRICING AMENDMENTS

Any amendments to the change the PPA Pricing should only be based on changes in the site conditions or delays outside of the Awardees' control. Qualified reasons for a change in PPA Pricing are: interconnection costs, change in site conditions, additional requirements from AHJ or Site Owner. Changes to the PPA pricing will not be permitted to accommodate any modifications, including but not limited to, increased costs, tree removal, alterations to the project (such as changes in equipment or design), developer substitutions, or equipment delays by the Awardee.

VIII. RFP TERMS AND CONDITIONS

Upon Award, Green Bank will execute an Award Letter (materially in the form of the letter presented in Exhibit E) with the Awardee stating the selection of the PPA pricing, the Projects awarded, and terms of Award. Awardee will provide the performance assurance payment and bid fee associated with the NRES application for any Projects submitted into the Year 4 NRES. Through an Assignment and Assumption Agreement, the Green Bank will assign to Awardee the executed Project Agreement(s) (based on template in Exhibit C) and any additional contracts previously executed by the Green Bank. Respondents have indicated their acceptance of Project Agreements provided in Exhibit C through their RFP submission. Additionally, the parties will agree to use best efforts to enter into mutually agreeable loan agreements, as applicable, for Green Bank debt.

IX. PROPOSAL REQUIREMENTS

Each Proposer shall carefully examine the RFP and any amendments, exhibits, revisions, and other data and materials provided with respect to this process. The requirements and terms outlined here are not a full list of requirements of the Project Agreements or AHJ. Proposers should familiarize themselves with all requirements prior to submitting their proposal. Should the Proposer note any discrepancies, require clarifications or wish to request interpretations of any kind, the bidder shall submit a written request to RFP@ctgreenbank.com. Green Bank shall respond to such written requests and may, if it so determines, disseminate such written responses to other prospective proposers.

Any submission should include the following elements:

A. PPA Pricing

The Proposer shall submit pricing information using the template found in Exhibit B. Proposers must provide PPA pricing for each Project individually and a portfolio price.

Proposers shall include 20-year and 25-year fixed rate PPA pricing. Proposers must indicate minimum portfolio size for Proposer to honor portfolio PPA pricing.

Submissions must include pricing that is valid for 60 days after NRES award. In responding to this RFP, Proposers acknowledge that Green Bank intends to submit the Projects into the Year 4 NRES February auction but may submit into the Year 4 NRES August auction.

The Proposer's pricing shall cover all the Proposer's obligations and any express or implied work included in this RFP, the Assignment and Assumption Agreement, and all works which are necessary for the completion and operation of the Systems.

B. PROJECT INFORMATION

- a. Project PPA Pricing (Exhibit B)
- b. Site Plan that includes the following: points of interconnection, tree removal, site access pathways, size (dc and ac), system production, square footage of project area, system layout picture, proposed trees to be removed, in black and white, clearly indicating portion of property where trenching and conduit is required
- c. Project Schedule indicating proposed phasing of the projects including major project milestones and durations, such as interconnection application submission and receipt of contingent approval, engineering, permitting, construction commencement and completion, and call out any noteworthy project steps where applicable.

C. Statement of Qualification

Proposers should include information on the following:

- a. Team Overview: Company overview and relevant experience, which shall include at a minimum the following: (A) number of years in business, (B) the number of employees, (C) the office locations, and (D) highlight key personnel assigned to the Projects
- b. Experience: Experience being responsible for the development, engineering, and installation and long term ownership of similar projects. Highlight experience developing projects in Connecticut and the respective incentive programs.
- c. Portfolio history: Outline of operational assets under management showing project locations, number, and system sizes.
- d. References

D. Statement on Proposer's Financial Strength

Preference is for Proposer to provide three years of audited financial statements and/or last 3 years tax returns

E. Operations and Asset Management Approach

The proposal should include an outline of the Proposers' approach to asset management, billing, assumed frequency of mowing for ground mounts, preventative and corrective operations and maintenance.

F. Development and Construction Phasing

Green Bank welcomes Proposers to submit a phased approach for developing and/or constructing the portfolio of Projects. Please provide information on how the approach is beneficial to the overall completion of the Projects.

Proposers are asked to note the anticipated construction time needed for the Rentschler project.

G. Green Bank Debt Funding

Given Green Bank's ability to issue green bonds to raise low-cost and long-term private capital to be included in the capital structure to further reduce the PPA price for state facilities. The Green Bank will make both development/construction and term debt

financing available for the Projects. Proposer can, but is not required to, enter into a loan agreement with the Green Bank (or an affiliate) with the summary terms outlined in Table 2. Proposers can choose to utilize construction/development financing or term financing independently; one is not contingent on the other. For instance, Proposers can elect to just use Green Bank term financing. Proposers are encouraged to include PPA pricing with and without Green Bank debt financing, as noted in Exhibit B.

Table 2. Indicative Green Bank Loan Terms

Type	Construction/Development Financing	Term Financing
Interest rate: ³	First 3 years: 7.5% Years 4-5: 8.5%	4.0%
Term:	The earlier of mechanical completion or 5 years. Note interest rate step up at year 4.	18 years
Loan Amount:	Loan funding can cover up to 75% of project costs on a pari passu basis with the Awardee; costs are subject to Lender approval. Funds for equipment purchases may only be drawn after a notice to proceed has been issued.	The lesser of 1.20x debt service coverage ratio (“DSCR”) or 60% of fair market (“FMV”). ⁴
Security	Payment guaranty from the parent/sponsor, subject to underwriting	The collateral for the debt is either the Project(s) assets or a membership interest in the entity that owns the Project(s) assets, the construction cost of which being the use of the debt proceeds.
Closing costs	.5% reservation fee at commitment to lend and .5% at closing Reimbursement of legal fees	.5% reservation fee at commitment to lend and .5% at closing Reimbursement of legal fees

Negotiation and documentation of Green Bank debt should not hold up development. Awardee needs to be ready to proceed with development upon Award.

H. Evaluation Criteria

Proposals will be scored on the criteria outlined in Table 3.

³ Interest rate is subject to market conditions at the time of the loan, if making use of Green Bank debt financing, Proposals should be based on this estimate with a \$/kwh factor for each 10bps change in ultimate interest rate

⁴ No more than 100% of FMV to be funded by debt and tax equity.

Table 3. Evaluation Criteria

Evaluation Criteria Breakdown	Points
1. Completeness of Response to RFP (Pass/Fail)	
All required schedules, qualifications and informational items have been submitted.	Pass/Fail
2. Contract Terms & Conditions (Pass/Fail)	
Acceptance of Template RFP Agreements & Conformance with RFP specifications	Pass/Fail
3. Proposer Qualifications & Experience	30 Points
a. Financial stability and ability to execute	0-10
b. Team/Company qualifications and strengths	0-5
c. Experience developing, installing and owning assets in Connecticut	0-10
d. Strength and relevance of references & experience	0-5
4. Project Proposal	25 Points
a. Site Plan	0-10
b. Project Schedule	0-10
c. Operations and Asset Management Approach	0-5
5. PPA Pricing	40 Points
6. Use of CGB Debt	5 Points
TOTAL	100 Points

X. PROPOSAL PROCESS

A. Timeline

RFP Posting	Thursday, January 16, 2025
Questions Due	Friday, Friday January 31, 2025
Submissions Due	5pm ET, Monday, February 10, 2025

B. Submittal Process

In submitting a proposal, the following requirements should be observed:

- a. Proposals must be received no later than 5pm ET on February 10, 2025. Proposals received after the aforementioned date and time may not be considered in Green Bank’s sole discretion.
- b. Proposals shall be submitted electronically to RFP@ctgreenbank.com. The subject line should be identified as: “PPA RFP Submission for State of CT Solar Projects – Round 4”.
- c. Submitters may be required to interview with Green Bank staff if deemed necessary.

C. Q&A

Proposers can submit questions to RFP@ctgreenbank.com. Questions must be received by January 31st. Questions and responses will be posted online for all Proposers.

XI. GENERAL TERMS AND CONDITIONS

Submission of your proposal assumes the acceptance of the following understandings:

- A.** Green Bank reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.
- B.** Green Bank further reserves the right to make selections under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. Green Bank reserves the right not to accept the lowest priced proposal.
- C.** Submissions must be signed by an authorized officer of the Proposer. Submissions must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Owner/Investor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
- D.** Green Bank will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.
- E.** Green Bank's selection of a Proposer through this RFP is not an offer and Green Bank reserves the right to continue negotiations with the selected Proposer until the parties reach a mutual agreement.
- F.** Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Information received by Green Bank in response to this RFP will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Only the particular information falling within one of these exemptions can be withheld by Green Bank pursuant to an FOIA request, Proposer should specifically and in writing identify to Green Bank the information that Proposer claims to be exempt. Proposer should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Proposer acknowledges that (1) Green Bank has no obligation to notify Proposer of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Proposer to be exempt if in its judgment such materials do not appear to fall within a statutory

exemption, (3) Green Bank may in its discretion notify Proposer of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Proposer will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank's possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

- G. Green Bank is subject to the requirements outlined in Sections 16-245n of the Connecticut General Statutes. GREEN BANK SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL RESPONDENT, GREEN BANK MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH GREEN BANK, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF GREEN BANK.**

EXHIBIT A

SITE INFORMATION

EXHIBIT B

PROJECT PPA PRICING INFORMATION

EXHIBIT C

TEMPLATE PROJECT AGREEMENTS

EXHIBIT D

TEMPLATE ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT E

TEMPLATE AWARD LETTER

EXHIBIT F

STANDARD SCOPE OF WORK