

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

## **Solar MAP – State – Rounds 2 & 3 2025**

### **I. PURPOSE**

The Connecticut Green Bank (“Green Bank”) through this Request for Proposals (“RFP”) seeks proposals from investor/owners (“Proposers”) interested in installing, financing, owning, operating and maintaining solar PV projects at State of Connecticut sites (“SAP Projects”) and projects at municipal sites (“Municipal Projects”) as outlined in **Table 1** (together being, the “Projects”).

Green Bank intends to accept proposals for the acquisition of either all or a portion of the Projects. Through this RFP, Green Bank seeks power purchase agreement (“PPA”) rates for the electricity generated by the Projects and will select one or more awardees (“Awardees”) to whom the Projects will be assigned prior to being energized, as further detailed herein. The Green Bank may elect to divide awards if this approach yields better PPA pricing and overall value for counterparties to the PPAs, namely the State of Connecticut and various Connecticut municipalities (“Site Owners”).

### **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 confront 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.<sup>1</sup> The Green Bank is working with the State of Connecticut to support solar PV deployment at SAP Projects located at the Connecticut Technical Education and Career System (“CTECS”), the Department of Transportation (“DOT”), the Department of Energy and Environmental Protection (“DEEP”), the Department of Corrections (“DOC”), the Department of Mental Health and Addiction Services (“DMHAS”), and the Department of Veterans Affairs (“DVA”). For the Municipal Projects, the Green Bank is also working with the Towns of Bloomfield and Branford to support solar deployment on

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<sup>1</sup> See Governor Ned Lamont’s Executive Order No. 21-03.

municipal facilities in those towns. A list of projects is presented in Table 1 below. Project costs include a Green Bank cost recovery fee associated with development costs and allocated labor.

The SAP Projects are at more advanced stages of development, with most having already secured interconnection approval and nearing completion of the permitting process. The Municipal Projects are in earlier development stages.<sup>2</sup> Proposers are encouraged to review the development stage of each Project, including any safe harboring strategies undertaken to date, as outlined in Section IV.D along with supporting documentation presented in Exhibits A and B, while understanding that the Green Bank makes no representations or guarantees regarding ITC eligibility.

The Awardee is expected to sell the energy from the Projects to the Site Owner(s) through: i) a PPA using the Executed Master Power Purchase Agreement, Site Specific Power Purchase Agreement and License Agreement for SAP Projects; and ii) through a Power Purchase Agreement and License Agreement for Municipal Projects (together, “Project Agreements”). Executed Project Agreements are provided in the Exhibits.<sup>3</sup> Note that several of the Executed Project Agreements are in the process of being amended to reflect updates to the Commercial Operation Date(s) (“COD”) and site layouts resulting from changes in project development. The draft amendments, which will be executed prior to selling projects to the Awardee, are provided in Exhibit C. **Proposers must review and be willing to accept the executed Project Agreements “as is.”**

SAP Projects have incentives secured through the Zero Emissions Renewable Energy Credit (“ZREC”) program administered by the state’s Electric Distribution Companies (“EDCs”). Municipal Projects have incentives secured through the Non-Residential Renewable Energy Solutions (“NRES”) program through the EDCs. See Section IV.B. for more information.

Through this RFP, Green Bank will select an Awardee(s) to provide development and long term ownership for Projects (note that the Municipal Projects do not have an EPC Contractor). Green Bank will assign the Project Agreements to the Awardee(s) using an Assignment and Assumption Agreement as provided in Exhibit H. 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 V. The Green Bank’s preference is to sell all Projects to a single bidder; however, it may consider multiple awards if doing so results in more favorable PPA pricing and overall economics for the Site Owners.

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<sup>2</sup> Green Bank has already released a separate request for proposals in relation to engineering, procurement and construction of Municipal Projects (“EPC RFP”). Depending on the responses to this RFP and the EPC RFP, the Green Bank will determine whether to sell the Projects at their current stage of development to a long-term owner or award to an EPC and hold onto ownership until closer to Notice to Proceed.

<sup>3</sup> The Bloomfield Prosser PPA is pending execution. Seller intends to obtain full execution prior to sale. The final agreement will not differ in any material respect from the draft presented in Exhibit E.

Proposers are encouraged but not required 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 VI.).

**Table 1: SAP and Municipal Project Information**

#	Offtaker	Site Name	Project Cost	Project Type	Project Size (kWdc)	Project Size^ (kWac)	Development Stage
1	State	H.H Ellis Technical High School	\$2,667,114.49	Rooftop & Carport	959.20	700.00	Mobilization by EOY
2	State	W.F. Kaynor Technical High School	\$917,634.11	Rooftop	448.80	300.00	Mobilization by EOY
3	State	A.I. Prince Technical High School	\$472,171.34	Rooftop	170.50	150.00	Mobilization by EOY
4	State	Eli Whitney Technical High School	\$2,161,612.03	Rooftop & Carport	756.80	600.00	Mobilization by EOY
5	State	Emmett O'Brien Technical High School	\$2,878,227.72	Rooftop	897.60	700.00	Mobilization by EOY
6	State	Henry Abbott Technical High School	\$1,749,917.40	Carport	616.00	450.00	Mobilization by EOY
7	State	Howell Cheney Technical High School	\$2,363,562.08	Carport	756.80	550.00	Mobilization by EOY
8	State	CT Transit Hamden - System 1&2	\$1,892,550.00	Rooftop	1,100.00	850.00	Mobilization by EOY
9	State	DOT Headquarters	\$6,449,452.24	Carport	2,279.20	1,700.00	Pending Siting Council
10	State	Quinebaug Fish Hatchery	\$808,346.88	Ground	316.80	250.00	Mobilization by EOY
11	State	Kensington Fish Hatchery	\$440,484.00	Ground	132.00	100.00	Mobilization by EOY
12	State	Cybulski	\$765,336.00	Ground	228.80	180.00	Mobilization by EOY
13	State	Capitol Region Mental Health Center	\$663,336.00	Ground	266.40	210.00	Mobilization by EOY
14	State	CT Valley Hospital	\$4,772,618.00	Ground	2579.00	2,000.00	Pending Impact Study

15	State	Main Campus	\$1,312,848.00	Ground	604.80	425.00	Mobilization by EOY
16	State	Skilled Nursing Facility	\$1,675,387.80	Ground	799.20	575.00	Mobilization by EOY
17	Municipality	Branford Ecology Park	\$2,533,960.00	Ground	1,144.0*	825.00	Pre-EPC RFP
18	Municipality	Bloomfield Prosser Library	\$226,125.00	Rooftop	135.0*	100.00	Pre-EPC RFP
<b>Total</b>			<b>\$34,750,683.09</b>		<b>14,190.90 kWac</b>	<b>10,665.0 kWac</b>	

\*For both Municipal Projects, the kW-dc system sizes are based on Green Bank's proposed System size and the kW-ac system sizes are based on the secured NRES incentive .

#### IV. PROJECT INFORMATION

The Green Bank has summarized the latest size, production and incentive information in **Exhibit A**. In addition, Green Bank is making available all information associated with the SAP Projects such as: designs, drawings, data collected through milestone disbursements under the EPC Agreement, structural analysis (if applicable), Certificates of Insurance, among others under Exhibit B, along with interconnection approval in Exhibit G.

##### A. Project Sizing

Table 1 above identifies the site name, project type, system size, cost, and development stage.

For SAP Projects, Proposers are encouraged to accept projects at their existing layout and size given the late stage of development.

For Municipal Projects, the Green Bank conducted a **Solar Site Report** of each Municipal property in order to determine a proposed Project size and production, location, and project type. In **Exhibit B**, a folder has been created for each Municipal Project that provides the Solar Site Report showing 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 for Municipal Projects. However, NRES tariffs have been secured for Bloomfield Prosser and Branford Ecology, so proposed kW-ac systems sizes for these projects should align with the secured tariff indicated in Table 1. 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 categories<sup>4</sup> have been taken.

<sup>4</sup> Section 5.2.4 in the NRES Year 4 Program Manual

## **B. ZREC & NRES Incentive Program**

The Awardee is expected to be familiar with the ZREC and NRES program requirements.

The delivery term start date (“DTSD”) for ZRECs associated with the SAP Projects is provided in Exhibit A. To avoid termination of the ZREC contracts prior to the Projects being placed in service, the Green Bank applied to the Public Utilities Regulatory Authority (“PURA”) for an extension of the termination dates. Extensions have been granted for all Projects, as summarized in Exhibit A. The executed REC contracts and PURA extension orders are included in Exhibit F. The Awardee will be responsible for submitting and securing any additional REC contract extensions from PURA should the projects’ COD extend beyond what has already been granted.

For Municipal Projects, the Green Bank has secured NRES tariffs. Projects have 3 years from the date of the PURA approval to be placed in service. Copies of the executed NRES contracts are included in Exhibit F.

## **C. Permits and Interconnection**

Permits and Interconnection approval received to date for SAP Projects is summarized in Exhibit A. Copies of permits are available in Exhibits B and G. Awardees will need to work with EPC Contractors, as outlined in the EPC Agreement, to secure any incentives or interconnection approval that has not already been secured.

## **D. Beginning of Construction and ITC Safe Harboring**

The Green Bank implemented beginning of construction safe harbor strategies for SAP Projects informed by IRS guidance as of the issuance of this RFP. Green Bank procured and took title of major project equipment — generally a combination of modules, inverters, and racking comprising between 10% and 35% of individual project costs.

EPC amendments along with supporting documentation are included in Exhibits B and D, and a summary of beginning of construction safe harbor status across projects is provided in Exhibit A.

Notably, all but two projects in the portfolio are under 1.5MW AC. Of the projects over 1.5MW AC, modules were procured for DOT Headquarters (~11% of project cost) prior to the new IRS guidance taking effect. Similarly, modules were procured for CT Valley Hospital (~16% of project cost) on August 29, 2025.

For the Municipal Projects, the Green Bank has elected not to beginning of construction at this time, instead allowing the Awardee(s) of those projects to implement their own safe harbor strategies upon asset transfer.

**While the Green Bank has undertaken these beginning of construction safe harbor**

**actions to preserve ITC eligibility, it is ultimately the responsibility of the awardee(s) to confirm beginning of construction status and continue construction for all acquired projects. Green Bank will not be providing any representations, warranties or indemnities with regards to beginning of construction or ITC.**

## **V. SITE OWNER REPRESENTATIVE**

The Green Bank will function as the Site Owner's representative on behalf of each Project site through the Project's COD as defined in the Project Agreements and listed out in the Post-Closing Covenants in the APA. 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](mailto:MAP@ctgreenbank.com)

## **VI. 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 and municipal facilities. The Green Bank will make 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 are encouraged to include PPA pricing with and without Green Bank debt financing, as noted in Exhibit E.

**Table 2. Indicative Green Bank Loan Terms**

Type	Term Financing
Interest rate: <sup>5</sup>	4.5%
Term:	18 years
Loan Amount:	The lesser of 1.20x debt service coverage ratio ("DSCR") or 60% of fair market ("FMV"). <sup>6</sup>
Security:	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

<sup>5</sup> 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

<sup>6</sup> No more than 100% of FMV to be funded by debt and tax equity.

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

## **VI. PPA PRICING AMENDMENTS**

Any amendments to change the PPA Pricing should only be based on changes in the site conditions or delays outside of the Awardees' control. Note that, given the current stage of most SAP Projects—with interconnection approved, fully executed turnkey EPC Agreements, final site plans completed, equipment purchased, and permitting underway—it is unlikely that any qualified reason for a change in PPA will occur. Qualified reasons for a change in PPA Pricing are: interconnection costs, change in site conditions, additional requirements from AHJ or Site Owner. For SAP Projects, changes to the PPA pricing will not be permitted to accommodate any modifications, including but not limited to, delays during construction. For Municipal Projects, changes to the PPA 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), costs associated with ITC compliance, developer substitutions, or equipment delays by the Awardee.

## **VII. OPERATIONS AND MAINTENANCE**

The Awardee is responsible for operations and maintenance of the Projects 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 Projects to meet the expected production values. An annual preventative maintenance visit shall be performed to inspect the mechanical and electrical components of the Projects.

The Awardee is responsible for ensuring that the Projects that have NRES incentives are properly 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.

Ground mount projects must include a minimum of 6 mowings per year of the License Area as defined in the Project Agreements<sup>7</sup>.

## **VII. KEY PROVISIONS OF SCOPE OF WORK FOR MUNICIPAL PROJECTS**

For Municipal Projects, Awardee will develop, finance, design, permit, construct, install, own, operate, and maintain the Projects in accordance with the terms set forth in the RFP

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<sup>7</sup> For Kensington Hatchery, the Client Agency will perform a minimum of two (2) mowings per year. The Awardee's obligation to coordinate six (6) mowings annually shall not apply to this site.

and Project Agreements. The Awardee is responsible for contracting and coordinating all necessary consultants, contractors and subcontractors to complete the Standard Scope of work, as well as provisions outlined in Section IV of this RFP. **The Standard Scope of Work provisions are outlined in Exhibit I. Important site and construction information for each site is provided in Municipal Site Info Table in Exhibit B. Key Provisions in the Scope of Work for Municipal projects are provided below.** 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. Municipal Site Info**

Awardees should review the Municipal Site Info Table in **Exhibit B** and note site-specific information, including design requirements from the site owner, as well as pertinent construction information such as operating hours, security protocols, and site-specific notes on site activities and operations.

**B. Development**

Awardee is responsible for any remaining development of projects.

**C. Design and Permitting**

As noted in section IV, Green Bank has commissioned a Solar Site Report to determine the system size and secure the NRES incentive and is provided in Exhibit B. The Awardee shall develop a fully engineered system and stamped by a Connecticut-registered Professional Engineer (“PE”) 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 , 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.

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.

**D. Overburden Waiver - Roof Mounted Systems – Bloomfield Prosser Library**

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. Landfill Requirements – Branford Ecology Park**

The following requirements are specific to PV Systems proposed for installation on closed or capped landfills. All design, construction, and operational activities must ensure the continued integrity of the landfill cap and comply with applicable environmental and regulatory standards.

- a. **Conceptual Design:** Bidders should note that visibility to the Long Island Sound is important to the Town of Branford. Height was a concern during the original review process for this project. The Town has expressed interest in increasing the height of the onsite Gazebo to preserve visibility to the sound. This scope of work will be completed by the Town, at their own expense.

While Green Bank defers to Proposers on equipment selection and design, Proposers should note the conceptual design, titled “Design Site Report” provided in Exhibit B, assumes use of Philadelphia Solar 580W modules to achieve the kW size, kWh production, design, and system height desired by the Town. Proposers are encouraged to meet the AC kW size of the conceptual design in the Design Site Report and maximize yield. Respondents are encouraged to review the module spec sheet provided in Exhibit I, and note the orientation, inter-row spacing, and expanded footprint in the site report. Project will require planning and zoning review.

### **IX. RFP TERMS AND CONDITIONS**

Through an Asset Purchase Agreement (“APA”) and an Assignment and Assumption Agreement (“AAA”) in the form provided as **Exhibit H**, the Awardee(s) of this RFP will have assigned to it, as applicable, the executed PPA(s), the EPC agreement(s), ZREC Agreements or NRES Payment Beneficiary Form and interconnection agreements along with any documentation or assets associated with the Projects. The timing of the sale of the projects and assignment of contracts will be before December 31, 2025. Additionally, the parties will agree to use best efforts to enter into mutually agreeable loan agreements, as applicable, for Green Bank debt. Please note that the APA and PPAs include certain state contracting provisions, which are non-negotiable and must be accepted by the Awardee(s).

### **X. 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 Proposer shall submit a written request to [RFP@ctgreenbank.com](mailto: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.

Access to the data room and exhibits is available upon request. Please send the relevant email addresses of those needing access to [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com)

**Respondents who have previously responded to a Green Bank RFP (either for project ownership or EPC work) are not required to submit Sections X.B. and X.C. However, if there have been material changes to their approach in any of these areas, they are welcome to provide updated information. All Respondents must submit a response addressing Sections X.A. and X.D.**

**A. PPA Pricing for Projects**

The Proposer shall submit pricing information using the template found in Exhibit E. Proposers must provide PPA pricing for each Project individually and a portfolio price. The Green Bank's preference is to sell all Projects to a single bidder; however, it may consider multiple awards if doing so results in more favorable PPA pricing and overall economics for the Site Owners.

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

Proposers should include  $\pm$  adjusters to the PPA rate to illustrate how the Respondent's base PPA rate would change for a  $\pm 10$  bps variation in Green Bank debt. Additional information on Green Bank debt is provided in Section VI.

Proposers should moreover assume 6 lawn mowings per year in their pricing for ground mounts.

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

**B. Statement of Qualification**

Proposers should include information on the following, unless they have provided the same information in response to one or more of Green Bank's previous requests for proposal or requests for information:

- 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 as applicable in the development, engineering, and installation and long term ownership of similar projects.
- c. Portfolio history: Outline of operational assets under management showing project locations, number, and system sizes.
- d. References

**C. 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, unless the Proposer has already provided Green Bank with this information.

#### **D. Operations and Asset Management Approach**

The proposal should include an outline of the Proposers' approach to asset management, billing, assumed frequency of 6 mowings per year for ground mounts (note that at least 6 mowings per year are required), preventative and corrective operations and maintenance.

#### **E. Evaluation Criteria**

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

**Table 3. Evaluation Criteria**

<b>Evaluation Criteria Breakdown</b>	<b>Points</b>
<b>1. Completeness of Response to RFP (Pass/Fail)</b>	
All required schedules, qualifications and informational items have been submitted.	<b>Pass/Fail</b>
<b>2. Contract Terms &amp; Conditions (Pass/Fail)</b>	
Acceptance of Template RFP Agreements & Conformance with RFP specifications	<b>Pass/Fail</b>
<b>3. Proposer Qualifications &amp; Experience</b>	<b>35 Points</b>
a. Financial stability and ability to execute	<b>0-10</b>
b. Team/Company qualifications and strengths	<b>0-5</b>
c. Experience developing, installing and owning assets in Connecticut	<b>0-10</b>
d. Strength and relevance of references & experience	<b>0-5</b>
e Operations and Asset Management Approach	<b>0-5</b>
<b>5. PPA Pricing</b>	<b>50 Points</b>
<b>6. Use of CGB Debt</b>	<b>5 Points</b>
<b>TOTAL</b>	<b>90 Points</b>

### **XI. PROPOSAL PROCESS**

#### **A. Timeline**

RFP Posting	Tuesday September 2, 2025
Questions Due	Friday, September 12, 2025
Submissions Due	5pm ET, Friday, October 3, 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 Friday, October 3, 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](mailto:RFP@ctgreenbank.com). The subject line should be identified as: "PPA RFP Submission for Municipal + State of CT Solar Projects".
- 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](mailto:RFP@ctgreenbank.com). Questions must be received by September 12<sup>th</sup>. Questions and responses will be posted online for all Proposers.

**XII. 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 Respondent, 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. Safe harboring of projects is the sole responsibility of the Awardee and Green Bank will not indemnify an Awardee in the event that they are unable to complete such safe harboring. Proposers are encouraged to confirm ITC eligibility assumptions of their pricing prior to submitting their proposal.

- G.** 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.

- H. 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.**

Parties seeking access to the data room and exhibits should submit their request, including the email addresses of all individuals requiring access, to [RFP@ctgreenbank.com](mailto:RFP@ctgreenbank.com)

**EXHIBIT A**

**PROJECT PRICING INFORMATION**

**EXHIBIT B**

**PROJECT DOCUMENTS**

**EXHIBIT C**

**POWER PURCHASE AGREEMENTS**

**EXHIBIT D**

**ENGINEERING, PROCUREMENT, AND CONSTRUCTION AGREEMENTS**

**EXHIBIT E**

**PPA PRICING FORM**

**EXHIBIT F**

**INCENTIVE DOCUMENTS**

**EXHIBIT G**

**INTERCONNECTION DOCUMENTS**

**EXHIBIT H**

**MODEL ASSET PURCHASE AGREEMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

**EXHIBIT I**

**STANDARD SCOPE OF WORK**

**EXHIBIT J**

**MUNICIPAL SITE INFO TABLE**