Year 6~~5~~ RFP
Bid Certification Form
for the Non-Residential Renewable Energy Solutions Solicitation of The Connecticut Light and Power Company dba Eversource Energy ("Eversource") and The United Illuminating Company Non-Residential Renewable Energy Solutions RFP

Instructions:

All capitalized terms not defined herein shall have the meanings set forth in the most recent Request for Proposals for the Non-Residential Renewable Energy Solutions (NRES) Program of The Connecticut Light and Power Company and The United Illuminating Company ("RFP").

The following four-plus (4+) pages must be executed by duly authorized representatives of the Bidder (page 2), Tariff Agreement Customer (page 3), Owner of the Project Site (page 4), and Tariff Payment Beneficiary (page 5) respectively.

Bidder is defined as the individual or business submitting a proposal ("Bid") to be considered for selection to be awarded a long-term agreement for the purchase of Purchased Products pursuant to the terms and conditions of a fully executed Tariff Agreement. The Bidder may or may not be the Tariff Agreement Customer and/or the Owner of the Project Site.

Tariff Agreement Customer is defined as the legal entity desiring to enter into a Tariff Agreement (i.e., the selling party under the Agreement, otherwise known as the Customer of Record with the utility). The Tariff Agreement Customer may or may not be the Bidder and/or the Owner of the Project Site.

Owner of the Project Site is defined as the legal owner of the Project Site. The Owner of the Project Site may or may not be the Bidder and/or the Tariff Agreement Customer.

- **The signature of the Owner of the Project Site (or authorized representative of) must be witnessed by a Notary Public and documented as such.**

Tariff Payment Beneficiary is defined as an individual or entity designated by a Customer to receive tariff-related payments.

All 4~~+~~ pages ~~(pages 2, 3, 4+, and 5)~~ of this form must be filled out entirely and signed by the appropriate parties, scanned, and uploaded as one single PDF (.pdf) file. The Tariff Payment Beneficiary section is only required if an entity other than the Tariff Agreement Customer will be designated by the Customer to receive payments.

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Bidder's Signature, Commitment and Acceptance

Bidder agrees to submit its Bid Form according to the instructions included in the RFP and the Company-specific instructions provided on each Company's website. Bidder represents that it understands the requirements, terms and conditions of the RFP.

Bidder hereby certifies that all the statements and representations made in this Bid are true and accurate to the best of Bidder's knowledge.

By submission of the Bid Form, Bidder agrees that its Bid, including the Purchase Price(s)[1], compensation structure, and Project ~~included~~size included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Bid submission. Bidder further agrees that if it is notified that it has been chosen as a winning Bidder, (a) Bidder will execute, or if it is not the Tariff Agreement Customer, Bidder will work with Tariff Agreement Customer to facilitate the execution of the Tariff Agreement without modification and (b) Purchase Price and all other components of the Bid shall remain ~~open,~~ firm and binding ~~until this Purchase Price and other Bid information have been reflected in a fully executed Tariff Agreement~~upon Bid submission.

~~Bidder certifies that if it is not the Tariff Agreement Customer, it shall use its best efforts to cause Tariff Agreement Customer to execute the Standard Contract without modification.~~

Bidder hereby certifies that the P~~p~~roject's In-Service Date has not occurred, and will not occur, until after the issuance date of this RFP, and that the P~~p~~roject otherwise meets all of the Program requirements.

Bidder hereby certifies that it, or if it is not the Tariff Agreement Customer, that the Tariff Agreement Customer, has the right to use the site described in the Bid Form consistent with the requirements set forth in Section 5, Bid Eligibility Requirements, of the RFP.

Bidder hereby affirms that the P~~p~~roject's success is not contingent upon Electric Distribution Company ("EDC") assistance in any respect other than execution of the Tariff Agreement or other services provided by the EDCs on a routine basis to similarly situated projects, such as interconnection.

Bidder represents that it has not received for the P~~p~~roject any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs")

Bidder represents that the proposed Non-Residential Renewable Energy Solutions P~~p~~roject has not been split to qualify for a different Program category. Project splitting is for the purposes of the Non-Residential Renewable Energy Solutions program only and does not affect how the p~~P~~rojects will be reviewed under other regulatory processes not within PURA's jurisdiction, such as DEEP permitting processes or Connecticut Siting Council review.

Bidder affirms that it understands the requirements set forth in Public Act No. 21-43, An Act Concerning A Just Transition To Climate-Protective Energy Production And Community Investment, including but not limited to community benefit agreements and prevailing wage requirements.

Bidder: _____
(Exact legal name of Individual or Business submitting Bid)

Signature of Bidder
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of Bidder
(or Representative of): _____

[1] Small Zero Emission Projects do not bid a purchase price.

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–(duly authorized)

Title: _____

Date Signed: _____

Tariff Agreement Customer's Signature, Commitment and Acceptance

As a duly authorized representative of the Tariff Agreement Customer, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the Pproject bid are true and accurate to the best of my knowledge.

Tariff Agreement Customer represents that it understands the requirements, terms and conditions of the RFP.

Tariff Agreement Customer represents that it has not received for the pProject any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

The Tariff Agreement Customer represents that the proposed Non-Residential Renewable Energy Solutions Pproject has not been split to qualify for a different Program category.

The Tariff Agreement Customer further agrees that the Bid, including the Purchase Price(s)[2], compensation structure, and Project size included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon bid submission Tariff Agreement Customer and that should Bidder be notified that it has been chosen as a winning Bidder, (a) Tariff Agreement Customer shall execute the Standard Tariff Agreement without modification and (b) the Purchase Price(s) and all other components of the Bid shall remain open, firm and binding until this Purchase Price(s) and other Bid information have been reflected in a fully executed Standard Tariff Agreementupon bid submission.– Additionally, if a Tariff Payment Beneficiary has been designated at the time of Bid submission, the Tariff Agreement Customer certifies that it accepts such designation and the information as submitted with the Bid.

The Tariff Agreement Customer agrees that there will be no change to the Bidder entity until the conclusion of the RFP.

Tariff Agreement Customer: _____
_____(Exact legal name of Tariff Agreement Customer, as defined above)

Signature of Tariff Agreement Customer
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of
Tariff Agreement Customer
(or a Representative of): _____
(duly authorized)

Title: _____

[2] Small Zero Emission Projects do not bid a purchase price.

Date Signed: _____

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Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance

Note – the Owner of the Project Site's signature is required to be witnessed by a Notary Public and documented as such.

As a duly authorized representative of the Owner of the Project Site, I hereby attest that I have reviewed the statements and certifications of the Bidder provided above and certify that such statements and certifications as applicable to the Pproject bid are true and accurate to the best of my knowledge.

Owner of the Project Site represents that it understands the requirements, Terms and Conditions of the RFP, including site control.

Owner of the Project Site represents that it has not received for the Pproject any funding, grants or rebates of any kind in any amount from any one or more of the following Programs or sources: (a) the Connecticut Green Bank ("CT Green Bank") or any of its predecessors, (b) the LREC/ZREC Program, (c) any Shared Clean Energy Facility ("SCEF") Program, (d) any net metering or virtual net metering Program, (e) any other Public Act 19-35 tariffs, (f) any other Public Act 18-50 tariffs, (g) any Public Act 21-162 tariffs or (h) any other contract or Program of any kind in which an EDC purchases the Project's energy, capacity or renewable attributes (collectively, "Other Programs").

Owner of the Project Site represents that the proposed Non-Residential Renewable Energy Solutions Pproject has not been split to qualify for a different Program category.

Owner of the Project Site further attests that the Bidder is authorized to submit this Bid for the ~~project~~ Project located, in association with the development of a Non-Residential Renewable Energy Solutions Pproject, to be located on the Owner of the Project Site's property (Project Site) pursuant to the 11/3/21 Final Decision in Docket 21-08-03 by the Public Utilities Regulatory Authority.

For Projects where the State, Agricultural, or Municipal ("SAM") Customer Host is not the Owner of the Project Site: Owner of the Project Site attests that the SAM Customer Host: 1) has control of the Project Site or an unconditional right to obtain site control, 2) has authorized the Bidder, if different than the Customer Host, to submit a NRES Bid for the Project Site, and 3) is authorized to participate in the NRES Program for the entire 20-year Tariff Term should the Bid be selected.

Attached hereto is the necessary proof of control of the Project Site, as required by the corresponding RFP and- in accordance with ~~the most current Non-Residential Renewable Energy Solutions Program Manual. This includes copies of executed documents demonstrating site control, such as deeds, written leases, options to lease, memorandums of lease, memorandums of option to lease, and contracts to purchase, or other agreements between the Project developer and Owner of the Project Site and/or SAM Customer Host, if applicable, regarding the right to develop the Project~~ Sections 4.4.4 & 4.4.4.1 of the most current NRES Program Manual. ~~showing one of the following:~~

~~1. That the Project developer owns the site or holds a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the NRES Tariff Agreement; or~~

~~2. That the Project developer has an unconditional option agreement to purchase or lease the site for such term; or~~

~~3. For Projects where the SAM Customer Host is not the Owner of the Project Site, that the SAM Customer Host holds a lease or easement with respect to the site on which the proposed Project will be located for a term of at least as long as the term of the NRES Tariff Agreement.~~

Owner of Project Site – Please fill out and sign the following:

Owner of Project Site: _____
_____(Exact legal name of Owner of the Project Site, as defined above)

Signature of Owner of Project Site
(or a Representative of): _____

Print or Type Name of Owner of
Project Site (or a Representative of): _____
_____
(duly authorized)

NOTE: Electronic signatures are not acceptable.

Title: _____

Date Signed: _____

Notary Public – Please fill out and sign the following:

Subscribed and sworn before me, this _____ day of _____ 20_____

Notary Public: _____ Commission expires: _____

Print or Type Name of Notary Public: _____

Commission Number:_____

Tariff Payment Beneficiary Signature, Commitment and Acceptance – IF APPLICABLE

As a duly authorized representative of the Tariff Payment Beneficiary, I hereby attest that I have reviewed and am familiar with the submitted Bid information, including but not limited to the allocation structure and payment methods.

The Tariff Payment Beneficiary certifies that it understands the requirements, terms and conditions of the RFP and the obligations of a Tariff Payment Beneficiary as they pertain to this Program.

Tariff Payment Beneficiary: _____
_____(Exact legal name of Tariff Payment Beneficiary, as defined above)

Signature of Tariff Payment Beneficiary
(or a Representative of): _____

NOTE: Electronic signatures are not acceptable.

Print or Type Name of
Tariff Payment Beneficiary
(or a Representative of): _____
(duly authorized)

Title: _____

Date Signed: _____