# Year 8~~7~~

# Request for Proposals

# for the

# Shared Clean Energy Facility Program

# of

# The Connecticut Light and Power Company dba

# Eversource Energy ("Eversource")

# and

# The United Illuminating Company ("UI")

Issue Date: January 2~~0~~1, 202~~6~~7

EVERSOURCE AND UI RESERVE THE RIGHT TO REJECT ANY OR ALL OFFERS OR PROPOSALS

THE COMPANIES ALSO RESERVE THE RIGHT TO ANNOUNCE CHANGES TO THIS RFP BASED ON PENDING REGULATORY DECISIONS. IN THE EVENT CHANGES ARE MADE, NOTICE OF SUCH CHANGES WILL BE POSTED AND HIGHLIGHTED ON THE COMPANIES' RESPECTIVE WEBSITES.

# 1 GENERAL

**1.1 INTRODUCTION TO THE RFP.** The Connecticut Light and Power Company dba Eversource Energy ("Eversource"), and The United Illuminating Company ("UI") (each a "Company" and collectively the "Companies"), are hereby issuing this joint Request for Proposals ("RFP") in furtherance of the "Shared Clean Energy Facility Program" (the "Program" or "SCEF Program") established pursuant to Public Act 18-50, Public Act 19-35, Public Act 22-14, Public Act 23-102, Public Act 25-173 and Conn. Gen. Stat. § 16-244z.

**1.2 PROGRAM SUMMARY.** In accordance with the Public Acts, Conn. Gen. Stat. § 16-244z, and the ~~December 17, 2025~~TBD, Decision of the Public Utilities Regulatory Commission ("PURA" or "Authority") in Docket No. 2~~6~~5-08-04 *Annual Shared Clean Energy Facility Program Review – Year* ~~8~~7, the Companies have developed this Request for Proposals "for the purchase of any energy products and renewable energy certificates" produced by any eligible Class I Shared Clean Energy Facility, resulting in the issuance of this and subsequent RFPs. Section 4 of this RFP provides a description of eligible Shared Clean Energy Facilities, and the Program.

**1.3 CAPITALIZED TERMS; HEADINGS.** Capitalized terms used but not defined in the body of this RFP have the meanings given to such terms in the Program Manual and/or the Subscriber Organization Tariff Terms Agreement and the Subscriber Organization Terms and Conditions (collectively, the "Standard Agreement"), included as Attachment 2 to this RFP. The headings to articles and sections throughout this RFP are intended solely to facilitate reading and reference to all articles, sections and provisions of this RFP, and do not affect the meaning or interpretation of this RFP or the Terms and Conditions.

**1.4 INVITATION TO BID**. You are invited to submit a proposal ("Bid") as a bidder ("Bidder") to be considered for selection to be awarded a long-term agreement for the purchase of RECs and energy produced by your Facility pursuant to the terms and conditions of a fully executed Standard Agreement. Pursuant to applicable law and regulation, the Companies will not accept Bids which equal a production-weighted average Purchase Price in excess of $TBD~~182.94~~ per MWh. For Bids claiming a Bid Preference for 100% of the Facility's Capacity located on a Solar Canopy or Solar Carport, the Companies will accept Bids up to but not exceeding $TBD~~304.90~~ per MWh[1]. For purposes of clarification, if a Bid which does not qualify for the Bid

[1] Pursuant to Section 7.3 of the Program Manual, "Purchase Prices must be bid on a fixed, dollar per megawatt-hour ($/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term. In accordance with PURA's TBD~~December 17, 2025~~ Final Decision in Docket 2~~6~~5-08-04, the Year ~~8~~7 Price Cap is $TBD~~.18294~~ per kWh for all Bids. For Bids claiming that they will be constructed 100% on Solar Carports and/or Solar Canopies, Bid prices will be accepted up to but not exceeding $TBD~~.3049~~ per kWh. Thus, the Companies have converted the $TBD~~0.3049~~/kWh to $TBD~~304.90~~/MWh and the $TBD~~0.18294~~/kWh to $TBD~~182.94~~/MWh

Preference for 100% Solar Canopies and/or Solar Carports, including Hybrid Projects consisting of a Rooftop Project and a Solar Canopy/Solar Carport, is submitted with a Purchase Price in excess of $TBD~~182.94~~, such Bid will be disqualified without opportunity to cure.

1.4.1 Purchase Prices must remain the same for the entire Tariff Term. The Purchase Prices shall not exceed the Procurement Price Cap for any year over the Tariff Term. Purchase Prices must be on a fixed, dollar per megawatt-hour ($/MWh) basis for energy and RECs, subject to the Procurement Price Cap, over the Tariff term.

1.4.2 Proposed Purchase Prices shall not include any Subscriber Savings or On-bill Credit and cannot be conditioned upon or subject to adjustment based upon the availability of the Federal Production Tax Credit or the Federal Investment Tax Credit, or the availability, receipt, or continuation of any other tax treatment or government grant or subsidy.

**1.5 QUALIFICATION.** To be considered for selection, a Bid must meet all of the requirements set forth in Section 4, ("Bidder Eligibility Requirements"), and adhere to the schedule and other requirements set forth in Section 2, RFP Process.

**1.6 EVALUATION AND AWARD CRITERIA.** Each Company will base its independent evaluation and award(s) on (i) qualified Bids, (ii) pricing, (iii) Bid Preference as defined by DEEP and approved by PURA if applicable and (iv) compliance with the RFP Process.

**1.7 REGULATORY APPROVAL.** Any agreement entered into for the purchase of energy and RECs pursuant to this solicitation is contingent upon obtaining Regulatory Approval by PURA as set forth in the Standard Agreement. Pursuant to applicable Connecticut General Statutes and PURA requirements, each Company will submit required information to PURA following the completion of each annual procurement process. If any of the Bids and/or Standard Agreements do not meet the objectives of PURA, PURA may reject the Bid(s) and Standard Agreement(s). Section 12 of the Subscriber Organization Terms and Conditions addresses the possibility that PURA may not approve the Bid(s), and/or Tariff Term Agreement(s), and/or individual awards.

**1.8 NATURE OF SOLICITATION**. The Companies will evaluate all conforming Bids, and DEEP will evaluate Appendix B for all conforming Bids, however, the Companies make no commitment to any Bidder that it will accept any Bid(s). The Companies reserve the right to discontinue the RFP process at any time for any reason whatsoever. This is a Request for Proposals and not a binding offer to contract.

**1.9 STANDARD AGREEMENT.** In the event of any inconsistency between the provisions of the Standard Agreement or any other part of this RFP or RFP Process, the provisions of the Standard Agreement are controlling. Bidders should review the Standard Agreement thoroughly and submit their Bids based upon the terms and conditions of the Standard Agreement, which will solely govern the transactions between the winning Bidders and their counterparty Company through the term of the resulting Tariffs.

**1.10 CONFIDENTIALITY.** The receiving Company agrees to treat Bids in a confidential manner and will use reasonable efforts, except as required by law or regulatory authority, not to disclose such information to any third party or use such information for any purpose other than in connection with its evaluation of Bidder's participation in the solicitation process described herein. Bidders are hereby on notice that, subject to relevant PURA orders, all Bid submissions are subject to regulatory oversight and all Bids submitted by any Bidder may be publicly disclosed within the time periods set forth in such orders, as may any awarded Standard Agreement in its entirety. The Companies suggest that Bidders familiarize themselves with the relevant orders[2], as these regulatory orders may change from time to time.

## 2 RFP PROCESS.

**2.1 SCHEDULE.** Attachment 1 hereto provides the schedule for this RFP ("Table 1"). The Companies, at their sole discretion, may modify the schedule at any time.

**2.2 BIDDER'S CONFERENCE.[3]** The Companies will hold a Bidders Conference to answer questions about the RFP in accordance with the RFP Schedule. The purpose of the Bidders Conference is to provide the opportunity to clarify any aspects of the RFP. Prospective bidders may submit questions about the RFP prior to the Bidders Conference. The Companies will attempt to answer questions submitted prior to and during the Bidders Conference. While the Companies may respond orally to questions posed at the Bidders Conference, only written answers that are provided in response to written questions will be considered official responses. The Companies will post responses to Bidders' questions on their web sites following the Bidders Conference. Please see Section 6 of this RFP for contact information, including Company websites.

**2.3 BID SUBMISSION.**

2.3.1 **Bid Forms**. Each Company will develop and maintain its own form to be used for Bid submission ("Bid Form"). Each Company's website will contain a link to such Company's Bid Form and Company-specific instructions for Bid submission. Each Company's website contains additional forms that Bidders

[2] PURA has established Docket No. 19-07-01 for matters pertaining to the SCEF program.
[3] The Bidder's Conference will be held as a Webinar only.

may be required to complete. Bids are discussed in Sections 2.3.2 and 2.4 below.

2.3.2 **Submission of Bids.** Bids must be submitted in accordance with the Company-specific instructions provided on each Company's website. Bidders must comply with the instructions to ensure that their Bids are complete. In addition to completion of the Bid Form, Bidders must provide a Bid Certification Form, a Connecticut Licensed Professional Engineer Certification Form, and may be required to provide a(n) interconnection application confirmation receipt or other forms as necessary, based on the specifics of the Bid. Bidders must also submit all information filed with each Company, as well as the information requested in Appendix B to DEEP via email at DEEP.EnergyBureau@ct.gov, copying the relevant Company's SCEF email address[4], on or before the Bid due date in accordance with the schedule outlined in Attachment 1. These documents are defined and explained in Section 2.4, below. DEEP reserves the right to seek clarifying or additional documentation at any point in the evaluation process as described in the Program Manual. Specific instructions for how to provide these additional documents may vary by Company and are set forth in the Company-specific instructions.

TO EVERSOURCE: Bids must be submitted via the Eversource website. This website can be accessed by visiting www.eversource.com/content/ct-c/residential/save-money-energy/explore-alternatives/scef-program

TO UI: Bids must be submitted to UI in accordance with instructions to be provided on the UI website at https://www.uinet.com/web/uinet/suppliers_and_partners/power_procurement/rfp-for-scef

To DEEP: Bidders must submit all information to DEEP via email at DEEP.EnergyBureau@ct.gov

**2.4 BID DETAILS.** Bidders must submit their Bids by using the Bid Form, which contains the majority of the information necessary for the Companies to evaluate Bids. Bidders must also submit a complete copy of Appendix B to DEEP. Additional/supplemental information is or may be required to be submitted to the Companies as set forth below.

2.4.1 **"Bid Certification Form".** This form **is mandatory**. Every Bid must be accompanied by an executed Bid Certification Form, which must contain three signatures, one by the Bidder, one by the Subscriber Organization, and one by

[4] Eversource SCEF email SCEF@Eversource.com; UI SCEF email SCEF@uinet.com

the owner of the Project Site. The Bid Certification Form is an integral part of the Bid, and Bids that do not include a complete and executed Bid Certification Form, including all required signatures, and the appropriate notary, will not be considered. Each Company's website contains a Bid Certification Form with the Company-specific instructions as to how such form is to be submitted.

The Bid Certification Form consists of the following:

- Page 1 – Instructions for completion of Pages 2 through 4

- Page 2 – Bidder's Signature, Commitment and Acceptance: By signing this page of the Certification form, the Bidder or a duly authorized representative of the Bidder is making a number of certifications, including that the information provided in the Bid is complete and accurate, and that the Bidder and the project meet the eligibility requirements set forth in this RFP as discussed in Section 4 below.

- Page 3 – Subscriber Organization's Signature, Commitment and Acceptance: By signing this page of the Certification form, the Subscriber Organization or a duly authorized representative of the Subscriber Organization is making a number of certifications, including that the Subscriber Organization has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the project Bid are true and accurate to the best of the Subscriber Organization's knowledge.

- Page 4 – Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance: The owner of the Project Site must sign this affidavit, which is required to be witnessed by a Notary Public. By signing the affidavit, the owner of the Project Site or a duly authorized representative of the owner of the Project Site is making a number of affirmations and certifications, including that the owner of the Project Site has reviewed the statements and certifications of the Bidder, and that such statements and certifications as applicable to the Project Site are true and accurate to the best of the knowledge of the owner of the Project Site.

- Eversource requires that the Bid Certification Form must be attached to the Bid as one single PDF (.pdf) file prior to submission as part of the completed Bid. Both the Bid and Bid Certification Form are submitted at the same time.

- UI requires that the Bid Certification Form and all other required documents be uploaded on the last page of the online Bid in accordance with UI's bid form instructions, as posted on UI's website. The most current form on UI's website must be used.

2.4.2 **"Connecticut Licensed Professional Engineer Certification".** This form **is mandatory**. Each Bid is required to include a calculation of the Average Annual Production for the Facility by a Connecticut licensed Professional Engineer "certifying" the average annual production for its project, based on the typical facility conditions for an average year ("PE Certification"). The Companies will not provide a form of PE Certification, but any such form must comply with the guidelines in this section and must include project-specific information including but not limited to project size, and a complete Project Site address. For purposes of Section 2.4.2 of this RFP, "certifying", "certify" and/or "certification" means an expression of professional opinion by a Connecticut licensed Professional Engineer regarding facts or findings that are the subject of the certification and does not constitute an express or implied warranty or guarantee. For all other provisions of this RFP, the terms "certifying", "certify" and/or "certification" have their typical and customary meanings. The Companies reserve the right to seek additional information related to a PE Certification, and to reject average annual production calculations that are not reasonable in the Companies' sole judgment and discretion.

2.4.3 **Interconnection Application Receipt:** This is not required for submission of a Bid in this RFP, however, it may be required in future SCEF procurements.

2.4.4 **Appendix B: Submittal to DEEP**. This form **is mandatory**. In addition to any complete Bid submitted to the Electric Distribution Companies ("EDCs") as part of the application Procurement Plan(s), a Bidder is required to respond to each question in Appendix B. Bidders must submit this information to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date established by the EDCs in the applicable RFP, as noted in Attachment 1. Following the submission of proposals, DEEP may request clarifications and additional and documents from Bidders at any time during the evaluation process so long as such documents were available before the bid deadline and were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. DEEP will provide all Bidders with a uniform amount of time to respond to any such requests by DEEP. Bidders who do not respond within such timeframe to the information requests or do not provide all required information may be eliminated from further consideration at DEEP's sole discretion.

2.4.4.1 If any Bid does not comply with the requirements established in Appendix B, DEEP will direct the EDCs to remove the Bid from the ranking.

2.4.4.2 DEEP will evaluate the information provided in Appendix B to determine whether the Bidder meets the criteria to qualify for the Bid Preferences as outlined in Section 3.1.5. DEEP, at their sole discretion, will determine which Bid Preference(s) the project qualifies for, and will notify the EDC's accordingly. Bids that qualify for both the Brownfield and Landfill Bid Preference and the Solar Carports and Solar Canopies Bid Preference will only receive the preference for Solar Carports and Solar Canopies; i.e., Bid Preferences are not additive. The EDCs will then use the Bid Preferences to weight the Bid Price(s) based on the weighting established by DEEP and approved by PURA[5]. Bidder will still receive their submitted Bid Price(s) under the Tariff if selected as a winning Bidder.

## 3 BID EVALUATION.

**3.1** The Companies will base their evaluations on pricing, with any ties to be settled through a random selection process.

3.1.1 For winning Bids, upon notification by electronic mail of its selection as a winning Bidder, Bidder agrees that the Pricing component(s) and all other Facility Information of its Bid(s) shall remain binding until a Standard Agreement is fully executed by the respective Company and Bidder.

3.1.2 Each EDC will select Bids with the lowest unit price proposals first, after factoring in any applicable Bid Preferences as determined by DEEP and will continue until the annual budget cap allocated to the EDC is met. If, prior to reaching the budget cap[6] established in the ~~December 17, 2025~~TBD Decision issued by the Authority, the next Bid in the queue would mean the total annual budget impact selected would exceed the annual budget cap, the EDC will offer

[5] Pursuant to the Final Decision issued in Docket No. TBD~~25-08-04~~ issued by PURA on TBD~~December 17, 2025~~, the Year 8~~7~~ Bid Preferences are 20% for Brownfields, and Landfills, and 40% for Solar Carports or Canopies. The Solar Canopy, 100% of the generation footprint must be included on the Solar Canopies to be eligible for the 40% bid preference. Further, (1) solar canopy SCEF projects can bid above the price cap to the point where the evaluated price, incorporating the bid preference, does not exceed the price cap, (2) the award price equals the bid price, not the evaluated price, and (3) when bid prices from Program Year 7 we~~a~~re considered for determining price caps for Program Year 8, only~~it will be~~ the evaluated prices, not the award prices, were~~that will be~~ considered. The Solar Carport or Solar Canopies Bid Preference is only available for solar photovoltaic (PV) projects. Additionally, Hybrid Projects solely consisting of Rooftop Projects and Solar Carport or Solar Canopy Projects are eligible for this Bid Preference. Such Bid Preference will be applied as a weighted percentage of the Solar Canopy/Solar Carport capacity relative to the total system capacity. For example, if a 1000 kW Project will consist of a 500 kW Solar Canopy Project and a 500 kW Rooftop Project, the Hybrid Project would be eligible for 50% of the 40% Bid Preference resulting in a 20% Bid Preference.

[6] Respective EDC budget values are located in the table in Section 5.1.3.

the remaining available budget to the next Bidder in the queue, at the Purchase Price the Bidder offered in response to the procurement.[7] This process will continue until a Bidder accepts the offer, or until no Bids remain in the queue.

3.1.3 Each Bid will be assigned an average annual budget impact using the Bidder provided estimated average annual production value multiplied by the Bid price.

3.1.4 Bids that are not selected as winning Bids may remain active on "standby". If one or more Bidders who were selected within a category do not execute the Standard Agreement, the next lowest cost Bid on standby may be offered an award.

3.1.5 As provided in Section IV of the Tariff Terms Agreement, Bidder(s) must provide Development Period Security and Operating Period Security equal to the amounts indicated on the Tariff Terms Agreement. Development Period Security must be provided to the EDC at the time of Bid submission. Operating Period Security must be provided to the EDC no more than thirty (30) days after a SCEF achieves commercial operation. Development Period Security may be converted to Operating Period Security at the Subscriber Organization's election. These amounts shall be based upon the following formulas:

Development Period Security: Project Size in kW (AC) * $25.00

Operating Period Security: Alternative Compliance Payment * fifty (50) percent of the expected average annual production of the facility (in MWh).

3.1.6 Through the information submitted to DEEP in Appendix B, DEEP will determine if any Bid Preferences applicable to the current solicitation apply to the Bid and will notify the EDCs as such. If applicable, the EDCs will use the Bid Preferences to weight the Bid prices based on the weighting established by DEEP.

**4 <u>BIDDER ELIGIBILITY REQUIREMENTS</u>.** All Bids must meet the following eligibility requirements set forth below. Specifically, Bids will be considered from a Qualified Bidder with respect to RECs and energy created or to be created from an Eligible Facility. Failure to

[7] For purposes of clarification, if the Company has $5,000,000 to award, and has awarded $4,800,000, the Company is left with $200,000 of annual budget. If the next lowest priced Bid in the queue is for a project with an estimated annual budget impact of $400,000, that project will be offered only the remaining capacity corresponding to a $200,000 estimated annual budget impact at their submitted Bid price. Estimated budget impact shall be calculated in accordance with section 3.1.3.

meet any of these requirements could lead to disqualification of the Bid from further review and evaluation.

**4.1 RFP RESPONSE REQUIREMENTS.** To be eligible for evaluation, Bidder's Bid must be:

4.1.1 Received by the appropriate EDC which serves the electric load where the proposed SCEF facility will be located prior to RFP deadline;

4.1.2 Accompanied by the correct amount of Development Period Security which must also be submitted in accordance with the EDC's guidelines;

4.1.3 Non-Refundable Bid Fee: Bidders will be required to pay a non-refundable Bid fee of $750 at the time of Bid submission. The Bid fees will be used to offset the cost of the Ombudsperson.

4.1.4 Complete, in that all sections of the Bid Form noted as required and all required documentation, certifications, affidavits, or otherwise must be filled in properly and/or included as attachments when necessary.

**4.2 DEVELOPMENT PERIOD SECURITY.** The Development Period Security must be provided to the EDC in accordance with the EDC's guidelines, as posted on the EDC's websites, at the time of Bid submission. Failure to provide Development Period Security in the appropriate amount, in an acceptable form, and by the Bid due date will result in immediate and automatic disqualification of the Bid.

**4.3 APPENDIX B: SUBMISSION TO DEEP.** Submission of the complete Appendix B: Submission to DEEP form, to DEEP via email at DEEP.EnergyBureau@ct.gov on or before the Bid due date as outlined in Attachment 1 is required. Following the submission of proposals, DEEP may request clarifications and additional information and documents from Bidders at any time during the evaluation process so long as such documents were available before the bid deadline and were not provided due to a clerical or other error that can reasonably be demonstrated, at DEEP's sole discretion. DEEP will provide all Bidders with a uniform time to respond to any such requests by DEEP. Bidders who do not respond within such timeframe to the information requests or do not provide all required information may be eliminated from further consideration at DEEP's sole discretion.

4.3.1 **EXPERIENCE.** Through the responses in Appendix B, a Bidder must demonstrate to DEEP its relevant experience and expertise to be able to successfully develop, finance, construct, operate, and maintain the proposed SCEF and successfully fulfill its responsibilities as provided in the Bid. Development, financing, and construction experience can be established by demonstrating that key member(s) of the Bidder's development team have undertaken project management responsibilities, including:

a. Successful development and construction of a similar type of project;
b. Successful development and construction of one or more projects of similar size or complexity or requiring similar skill sets;
c. Successful development and management of a similar shared or community clean energy facility in another jurisdiction; and
d. Experience successfully financing power generation projects (or demonstrating the means to finance the proposed SCEF on the Bidder's balance sheet).

4.3.2 **OPERATION AND MAINTENANCE.** Through the responses in Appendix B, a Bidder must demonstrate to DEEP its operation and maintenance plans for the proposed SCEF, including a level of funding and mechanism for funding that will ensure reliable operations during the term of the Tariff.

4.3.3 **PROJECT VIABILITY.** The Bidder must demonstrate to DEEP through the responses in Appendix B that the technology the proposed Project will use is technically viable. Technical viability may be demonstrated by showing that the technology is commercially available and has been used successfully on a significant scale.

4.3.4 **SITE CONTROL.** Site control must be demonstrated to DEEP in accordance with Section 4.5 of the Program Requirements. Failure to demonstrate site control to DEEP by the Bid due date will result in immediate and automatic disqualification of the Bid.

**4.4 ELIGIBLE FACILITY.** Bidder's Facility must meet the eligibility requirements set forth in Section 5.2 of this RFP.

## 5 SCEF PROGRAM INFORMATION.

### 5.1 SCEF PROJECT DESCRIPTION.

5.1.1 SCEF Projects must qualify as Connecticut Class I renewable energy sources under Conn. Gen. Stat. §16-1(a)(26).

5.1.2 SCEF Project must emit no pollutants.

5.1.3 The Companies will procure Bids up to their respective annual budget cap allocations as determined by the Authority in its Decision issued on ~~December 17, 2025~~TBD. Budget amounts for each EDC are presented in the table below. Qualifying projects must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed five thousand (5,000) kW (AC).

| Eversource Available Budget | The United Illuminating Company Available Budget |
|---|---|
| ~~$9,864,750.81~~TBD | ~~$5,709,894.63~~TBD |

**5.2 PROJECT ELIGIBILITY.**

5.2.1 Eligible projects must be located in the Companies' service territory.

5.2.2 Projects proposed must seek and gain approval to interconnect to the applicable Company's distribution system through the standard Company interconnection process. Projects must meet Company Guidelines for Interconnection ("Guidelines") that have been approved by PURA. The interconnection process is separate and distinct from the SCEF Program.

5.2.3 Each project must have a separate meter dedicated to the measurement of the project's energy output for the purpose of determining the quantity of Connecticut Class I RECs (the "Production Meter"), and such meter must meet the metering requirements established by NEPOOL GIS and the Company in whose service territory the project is located. Bidders should note that the Companies have different metering requirements available on the respective Company's website, and Bidders should familiarize themselves with those requirements. Projects may have additional metering requirements separate and distinct from the Production Meter requirement. These additional metering requirements are not a part of the Program, and Bidders must meet all such requirements.

5.2.4 A Shared Clean Energy Facility must be a new Class I renewable generation project, as defined in Section 16-1 of the General Statutes, must emit no pollutants, and must be located in Connecticut. Facilities already constructed or under construction are excluded. For a facility to qualify as new, construction must commence after the date of the solicitation to which the Bidder is responding. For facilities constructed prior to the solicitation date but uprated with new production equipment (e.g., new solar panels or turbines) after the solicitation date, the new incremental production equipment may be eligible to the extent that it meets all of the eligibility criteria and is separately metered and compensated.

5.2.5 A SCEF may use federal subsidies, incentives, or tax benefits. However, a facility is ineligible if it receives, or seeks to receive, any Connecticut ratepayer-

funded incentives or subsidies, including, but not limited to, net metering, virtual net metering, Public Utility Regulatory Policies Act ("PURPA") tariffs, LREC/ZREC contracts, NRES Tariff Agreements, and any other contract or program of any kind in which an EDC purchases the facility's energy, capacity, or renewable attributes, and grants or rebates from the Connecticut Green Bank and any of its predecessors or the Conservation and Load Management Program.

5.2.6 Bidders may not submit Bids for the same project, or multiple projects on the same Parcel(s) of land, for consideration in both this RFP and the annual Non-Residential Renewable Energy Solutions ("NRES") Program RFP. If Bids are received for the same project or multiple projects on the same Parcel(s) of land for consideration in both this RFP and the annual NRES RFP, the Companies will allow the first Bid submitted, regardless of the program it was submitted to, to remain active, and all other Bids will be disqualified.

5.2.7 A Shared Clean Energy Facility must have a nameplate capacity rating greater than one hundred (100) kW (AC) and not exceed five thousand (5,000) kW (AC) pursuant to Section 16-244z (a)(2)(C) and 16-244x of the General Statutes.

5.2.8 The final as-built size of the SCEF shall not exceed the awarded nameplate capacity as indicated on the SCEF Tariff Terms Agreement.

5.2.9 A proposed facility over five thousand (5,000) kW (AC) cannot be split into smaller Bids to enable that facility to qualify. For example, the bidder for an 10,000 kW project may not split that project into two 5,000 kW projects. However, new generation may be added to an existing generation facility or facilities. In such case, the total onsite generation may exceed the five thousand (5,000) kW (AC) size limit as long as the installed capacity for the new generation proposed under this Program does not, and any new generation must be separately metered in accordance with the EDC's metering requirements.

5.2.10 During any single solicitation, for any single Parcel of land, the EDCs will evaluate only one Bid per technology or one Bid that uses a combination of technologies (e.g., a wind turbine that has associated solar panels).

5.2.11 The aggregate maximum capacity of all Bids located on a single Parcel of land, or contiguous Parcels under common ownership or with a common Bidder, shall be limited to five thousand (5,000) kW (AC), excluding any existing generation capacity that is not qualified under the Public Acts. Any subdivision of Parcels must be recorded with the municipality in which such Parcel is located prior to January 1 of the year of the solicitation. If multiple Bids are received for a

Parcel of land that was not subdivided before January 1 of the year of the solicitation to which the Bidder is responding, or for which a subdivision was not recorded with the municipality in which such Parcel is located prior to January 1 of the year of the solicitation, only the lowest priced Bid will be eligible, and all other Bids will be disqualified. At the time of bidding, the Bidder offering multiple Bids at a Parcel must demonstrate such recording with the municipality to the appropriate EDC.

5.2.12 If an existing SCEF through PA 18-50, PA 19-35 or PA 22-14 or the pilot program, LREC/ZREC, or NRES or SCEF tariff project is present at the Parcel~~roject Site~~ and uses the same technology, the existing project must be in-service before any additional Bids are eligible for selection under this SCEF Program. ~~There are two exceptions to this requirement. The first is for a previously awarded project selected more than three (3) calendar years prior to submission of a Bid under this Program. The second~~ The only exception to this requirement is for projects issued a partial award in a previous SCEF solicitation. In such circumstances, a project will be eligible to submit a project bid up to five (5) MW minus the amount the project was awarded in the previous Tariff Terms Agreement.

5.2.13 A Shared Clean Energy Facility for a Selected Bid shall have three (3) calendar years from the date of PURA approval of the Tariff award to receive an In-Service Date from the EDC. If the Approval to Energize letter is not issued by such date, the EDC's twenty-year purchase commitment will immediately and automatically terminate. No EDC-issued extensions will be granted to the three-(3) year deadline for achieving the In-Service Date with the exception of extensions granted by either PURA or the SCEF ombudsperson as applicable. Extension requests shall be granted in proportion to the delay experienced and/or the amount of time that is needed, up to one year, to complete the project. A Shared Clean Energy Facility shall be eligible for an extension to the three (3) year deadline if at least one of the following five criteria are met: (1) the generation facility or project is unique and more complex than ordinary customer-sided distributed generation installation projects, such as having additional technology-specific regulatory or local siting requirements; (2) the project developer has worked diligently and in good faith in developing the project since inception; (3) the project is near completion or likely to begin commercial operation within the requested extended deadline; (4) a significant portion of the total project investment has already been made and would potentially be stranded if the contract is terminated; and/or (5) the interconnection process extended beyond the utilities' initial estimates and/or significantly (e.g., one month) beyond the average interconnection process timeline. Any Shared Clean Energy Facility pursuing an extension request that

does not meet at least one of the five criteria established shall be subject to a case-by-case review from the Program's ombudsperson.

5.2.14 A SCEF that does not achieve its In-Service Date on a timely basis and has its purchase commitment terminated three (3) calendar years after PURA approval of the Tariff award, or any SCEF that becomes ineligible for the Tariff due to a Bidder event of default, may be re-offered into any solicitation for which bidding occurs one (1) calendar years after the date of termination of the purchase commitment.

5.2.15 A Shared Clean Energy Facility and its associated interconnection route cannot be located, in whole or in part, on Core Forest. The Bidder must demonstrate that locating the Shared Clean Energy Facility at the generation site will not significantly affect any endangered, threatened and special concern species, or significant natural communities based on DEEP's Natural Diversity Data Base. This shall be provided to DEEP consistent with Appendix B.

5.2.16 Any solar photovoltaic Bidder must submit to DEEP on or before the Bid due date/time, documentation consistent with Appendix B that proves the generation site and interconnection route are not located along ridgelines or within ridgeline setback areas (as defined in Section 8-1aa of the General Statutes). A Bid for any solar project must include a commitment to pay for the relevant Connecticut Soil and Water Conservation District to perform site inspections on behalf of DEEP.

## 6 CODE OF CONDUCT/COMMUNICATIONS.

**6.1** The evaluation of this RFP will be conducted in a manner to assure all Bidders are treated in a fair and consistent manner. The evaluation criteria and timing of the bidding process will be the same for all Bidders.

**6.2** Bidder Questions:

6.2.1 The Companies will be available throughout this RFP process to receive questions. Such questions should be submitted directly to the program administrators at the following addresses and in accordance with the RFP Schedule (see Attachment 1, Table 1):

Eversource: SCEF@eversource.com

UI: SCEF@uinet.com

6.2.2 Responses to written questions from Bidders may be posted in a blind Question and Response format on:

Eversource: www.eversource.com/content/ct-c/residential/save-money-energy/explore-alternatives/scef-program

UI: https://www.uinet.com/web/uinet/suppliers_and_partners/power_procurement/rfp-for-scef

**6.3** Each of the Companies adheres strictly to a Code of Conduct for affiliate transactions promulgated by the PURA.

**Attachment 1**

**TABLE 1 – RFP Schedule***

| ACTION ITEM | DATE |
|---|---|
| Release of RFP | January 201, 20276 |
| Bidders Conference – Webinar Only | On or about January 278, 20276 |
| Deadline for Submission of Questions | On or about February 34, 20276 |
| Bid Forms Due | March 34, 20276 by 1:00 p.m. (Eastern Prevailing Time "EPT"), at which time the Pricing shall become firm, irrevocable and binding. |
| Selection and Notification of Winning Bidders | On or about April 212, 20276 |
| Tariff Terms Agreement Execution | After Selection and Notification of Winning Bidders. Bidders will have to return partially executed Tariff Terms Agreements by the due date established by the Companies which is expected to be approximately 10 businesses days after selection and notification of winning bidders. |
| Subsequent Rounds of Selection and Notification of Winning Bidders | Approximately 5 business days after Tariff Terms Agreement Execution date (date on which executed Tariff Terms Agreement is due to the EDC for each round of selection). After each Tariff Terms Agreement Execution Date, each EDC will re-evaluate its available annual budget caps and reallocate to the next project(s) in the queue as necessary and notify selected Bidders accordingly. This process will continue until the earlier of 1) all available annual budget is allocated, or 2) May 1, to allow enough time for the EDCs to submit selected bids by July 1. |
| Tariff Terms Agreement(s) Filed with PURA for review and approval | Within two weeks following the completion of the annual Procurement process. |
| Commencement of Service | In accordance with Tariff Terms Agreements |

* Pursuant to Section 2.1 of the RFP, Schedule, the Companies, at their sole discretion, may modify the schedule at any time.

## Appendix B: Submittal to DEEP [Link to be updated once Year 8~~7~~ Appendix B is live on DEEP's website]

In addition to any complete Bid submitted to the EDCs as part of the application Procurement Plan(s), a Bidder is required to respond to each question in Appendix B [Link to be updated once Year 8~~7~~ Appendix B is live on DEEP's website]. Bidders must submit this information to DEEP at DEEP.EnergyBureau@ct.gov on the Bid due date established by the EDCs in the applicable procurement.