

EVERSOURCE

Fuel Cell RFP Bid Certification Form for Fuel Cell Electricity Generation Projects Solicitation of The Connecticut Light and Power Company dba Eversource Energy (“Eversource”)

Instructions:

All capitalized terms not defined herein shall have the meanings set forth in the most recent Request for Proposals for Fuel Cell Electricity Generation Projects of The Connecticut Light and Power Company and The United Illuminating Company (“RFP”).

The following three (3) pages must be executed by duly authorized representatives of the Bidder (page 2), Service Agreement Counterparty (page 3), and Owner of the Project Site (page 4), 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 RECs pursuant to the terms and conditions of a fully executed Service Agreement. The Bidder may or may not be the Service Agreement Counterparty and/or the Owner of the Project Site.

- Bidder is the individual or business input under “Bidder Information” in Step 1 of 6 in the online Bid form on the Eversource website. This individual or [an authorized representative of the] business will be required to fill out and sign the Bidder’s Signature, Commitment and Acceptance (Page 2 below).

Service Agreement Counterparty is defined as the legal entity desiring to enter into a Service Agreement (i.e., the selling party under the agreement). The Service Agreement Counterparty may be (i) the customer of record at the revenue meter with site control, or (ii) the site owner with consent of the customer, or (iii) the authorized developer with consent of the customer and site owner. The Service Agreement Counterparty may or may not be the Bidder and/or the Owner of the Project Site.

- Service Agreement Counterparty is the individual or business input under “Counterparty Information” in Step 1 of 6 in the online Bid form on the Eversource website. This individual or [an authorized representative of the] business will be required to fill out and sign the Service Agreement Counterparty’s Signature, Commitment and Acceptance (Page 3 below).

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 Service Agreement Counterparty.

- Owner of the Project Site is the individual or business input under “Owner of the Project Site” in Step 2 of 6 in the LREC/ZREC online Bid form on the Eversource website. This individual or [an authorized representative of the] business will be required to fill out and sign the Affidavit of the Owner of the Project Site’s Notarized Signature, Commitment and Acceptance (Page 4 below).
- **The signature of the Owner of the Project Site (or authorized representative of) must be witnessed by a Notary Public and documented as such.**

All 3 pages (pages 2, 3, and 4) of this form must be filled out entirely and signed by the appropriate parties, scanned, and uploaded as one single PDF (.pdf) file.

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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 included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Bidder. 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 Service Agreement Counterparty, Bidder will work with Service Agreement Counterparty to facilitate the execution of the Service Agreement 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 Service Agreement.

Bidder certifies that if it is not the Service Agreement Counterparty, it shall use its best efforts to cause Service Agreement Counterparty to execute the Service Agreement without modification.

Bidder hereby certifies that the project's In-Service Date has occurred, or will occur, after July 1, 2021 and that the project otherwise meets all of the Program requirements.

Bidder hereby certifies that it, or if it is not the Service Agreement Counterparty, that the Service Agreement Counterparty, has the right to use the site described in the Bid Form consistent with the requirements set forth in Section 4, Bidder Eligibility Requirements, of the RFP.

Bidder hereby affirms that the project's success is not contingent upon Electric Distribution Company ("EDC") assistance in any respect other than execution of the Service 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 project any grants or rebates from the Connecticut Green Bank or its predecessors the Clean Energy Finance and Investment Authority or the Connecticut Clean Energy Fund.

Bidder hereby affirms that the Project meets, and will continue to meet, the requirements set forth in Section 5.2.7 of the RFP pertaining to Project Segmentation.

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

Signature of Bidder
(or a Representative of): _____

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

Title: _____

Date Signed: _____

NOTE: Electronic signatures are not acceptable.

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Service Agreement Counterparty's Signature, Commitment and Acceptance

As a duly authorized representative of the Service Agreement Counterparty (Seller), 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 project bid are true and accurate to the best of my knowledge.

Service Agreement Counterparty represents that it understands the requirements, terms and conditions of the RFP.

Service Agreement Counterparty represents that it has not received for the project any grants or rebates from the Connecticut Green Bank or its predecessors the Clean Energy Finance and Investment Authority or the Connecticut Clean Energy Fund.

The Service Agreement Counterparty further agrees that the Bid, including the Purchase Price included by Bidder in such Bid Form, shall be firm, irrevocable and binding upon Service Agreement Counterparty and that should Bidder be notified that it has been chosen as a winning Bidder, (a) Service Agreement Counterparty shall execute the Service Agreement without modification and (b) the 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 Service Agreement.

Service Agreement Counterparty hereby affirms that the Project meets, and will continue to meet, the requirements set forth in Section 5.2.7 of the RFP pertaining to Project Segmentation.

Service Agreement Counterparty: _____
(Exact legal name of Service Agreement Counterparty, as defined above)

Signature of
Service Agreement Counterparty
(or a Representative of):

Print or Type Name of
Service Agreement Counterparty
(or a Representative of):

(duly authorized)

Title: _____

Date Signed: _____

NOTE: Electronic signatures are not acceptable.

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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.¹

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 project 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 project any grants or rebates from the Connecticut Green Bank or its predecessors the Clean Energy Finance and Investment Authority or the Connecticut Clean Energy Fund.

Owner of the Project Site further attests that the Bidder is authorized to submit this Bid for the project located, in association with the development of a Fuel Cell Electricity Generation Project, to be located on the Owner of the Project Site's property (Project Site).

Owner of the Project Site attests that the Bidder has control of the generation site, or an unconditional right, granted by the Owner of the Project Site, to acquire such control. In all cases, site control and property rights must include all necessary leases, easements, or development rights necessary to operate or develop the project, including any necessary leases from an applicable government authority.

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)

Title: _____

Date Signed: _____

NOTE: Electronic signatures are not acceptable.

Notary Public – Please fill out and sign the following:

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

Notary Public: _____

Commission expires: _____

¹ Please see Section 3 of the March 30, 2020 CT Executive Order 7Q regarding Remote Notarizations here: <https://portal.ct.gov/-/media/Office-of-the-Governor/Executive-Orders/Lamont-Executive-Orders/Executive-Order-No-7Q.pdf>