

**SUSSEX COUNTY COUNCIL
WOLFE NECK REGIONAL WASTEWATER FACILITY
REQUEST FOR PROPOSALS FOR A FLOATING SOLAR PHOTOVOLTAIC PROJECT**

October 26, 2023

Sussex County, Delaware (the “County”) seeks proposals from qualified solar developers (the “Proposers”) to lease the effluent spray lagoon surface at the Wolfe Neck Treatment Facility on Wolfe Neck Road, Rehoboth Beach, DE (the “Property”) for a solar facility. The Delaware Public Service Commission (the “Commission”) approved Order No. 9965 with an effective date of March 11, 2022, regulating community energy facilities. The County anticipates that the Proposers would develop a solar photovoltaic system (the “System”) on the Property for participation in the Commission’s Community Energy Facility Program (the “CEF Program”).

The County anticipates entering into a lease with the selected Proposer, to demonstrate site control for the selected Proposer’s application to the CEF Program. The Lease for the Property will consist of a due diligence period of up to three (3) years to complete development and permitting and a twenty-five (25) year lease commitment with annual lease payments (the “Lease”). The County will evaluate all proposals to select a Proposal that is in the best interests of the County, based on the following criteria:

- (1) Expertise
- (2) Demonstrated Ability
- (3) Price

The County intends to select one (1) Proposer for negotiation of a lease. Proposers shall submit their Proposals in the following format: one (1) electronic copy emailed to hans.medlarz@sussexcountyde.gov **no later than 4:00 p.m. on December 6, 2023.**

The RFP is available electronically and may be obtained via email by contacting Ms. Kaycee Widen at 302-854-5017 or by emailing the request to kwiden@sussexcountyde.gov . It is the Proposer’s responsibility to be aware of any updates or addendums to the RFP.

Questions relative to this RFP should be submitted in writing to Ms. Kaycee Widen at kwiden@sussexcountyde.gov **no later than 4:00 p.m. on November 29, 2023.**

The County reserves the right to amend or terminate this RFP, accept or reject any Proposals and waive any informalities or non-material deficiencies in a Proposal, and select a Proposal or Proposals that, in the County’s sole discretion and judgment, will be in the County’s best interests. The County’s decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the County’s sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

REQUEST FOR PROPOSALS FOR A FLOATING SOLAR PHOTOVOLTAIC PROJECT

October 26, 2023

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I. RFP COMMUNICATIONS

All requests for information regarding this Solar Lagoon Lease Request for Proposals (the “RFP”) must be sent to kwiden@sussexcountyde.gov. Visit the RFP website for all pertinent information: See [Bids and RFPs | Sussex County \(sussexcountyde.gov\)](https://www.sussexcountyde.gov/bids-and-rfps) for full document access and download. Prospective bidders and all other interested parties should not contact the County of Sussex (the “County”) officials directly; doing so may be grounds for disqualification from the RFP.

II. INTRODUCTION

The County is interested in leasing the effluent lagoon (Lagoon 4) of County-owned property on Wolfe Neck Road at the Wolfe Neck Reginal Wastewater Facility (the “Property”) to a qualified solar developer, to develop a solar photovoltaic (“PV”) system (the “System”) on the Property. The County believes that the Property would be well-suited for participation in Delaware’s Community Energy Facility Program (the “CEF Program”), administered by the Delaware Public Service Commission (“Commission”).

Therefore, the County seeks proposals from qualified solar developers (the “Proposers”) to promptly enter into a Lease with the Selected Proposer, to demonstrate site control for the Selected Proposer’s application to the CEF Program. The County ultimately seeks to enter into a lease for the Property including any required easements for access, electrical and temporary construction laydown for up to a three-year due diligence period with due diligence payments and at least a twenty-five (25) year lease commitment with annual lease payments (the “Lease”). The proposed System will be certified under Delaware law as a Community Energy Facility.

The County will evaluate all proposals to select a Proposal that is in the best interests of the County. Preference will be given to Proposals that can demonstrate the following:

- (1) Beneficial due diligence and lease payments to the County;
- (2) Utilizing common electrical equipment to the extent possible to provide cost savings to the County;
- (3) Financial and operational capabilities of the Proposer to successfully develop the System, including but not limited to the Proposer’s experience with the CEF Program and other similar community solar programs in other States;
- (4) Proposer’s experience developing solar PV systems on bodies of water or other alternative sites including landfills and brownfield site.

The Selected Proposer will expeditiously finalize the binding Lease Agreement with the County. After execution of the Lease Agreement, the County will work with the Selected Proposer to submit a timely Application to the CEF Program for a Preliminary Certificate to Operate.

III. KEY RFP DATES

Table 1: Key RFP Dates

<u>Date</u>	<u>Key RFP milestone</u>
	<p>RFP Release: The County will release the RFP via email, and by posting the RFP website at Bids and RFPs Sussex County (sussexcountyde.gov) on or about this date.</p>
<p>1 week from site visit</p>	<p>Question Period: Proposers may visit the site and submit written questions to the County at kwiden@sussexcountyde.gov no later than 4:00 p.m. on November 29, 2023.</p>
<p>1 week from receiving questions</p>	<p>Responses to Questions: County will publish responses to questions through a formal addendum posted at Bids and RFPs Sussex County (sussexcountyde.gov).</p>
<p>1 week from posting answers to RFP questions</p>	<p>Proposal Due Date: Proposers must submit Proposals by email to hans.medlarz@sussexcountyde.gov by 4:00 p.m. on December 6, 2023.</p>
<p>1 week from receipt of proposals</p>	<p>Proposer Selection: A Preliminary Notice of Selection will be issued by the County via email.</p>
<p>3 weeks from Proposer Selection</p>	<p>Lease Agreement Execution: The Lease Agreement will be executed by the Selected Proposer and the County.</p>

IV. COUNTY PROPERTY SITE INFORMATION

A summary of the site-specific information for the Property is shown in Table 2 below. A satellite image of the Property site is in Figure 1 below. Additional details are available in Exhibit F Site Overview. Exhibit A of the Lease Agreement provides information regarding the location of access, electrical and construction easements.

Table 2: Summary of Property Site Information

County	Property Site Name	Property Site Type	Property Address and PIN Number
Sussex, Delaware	Wolfe Neck Regional Wastewater Facility	Lagoon 4	36160 Wolfe Neck Rd. Rehoboth Beach, DE 19971 (PIN 334-7.00-30.01)

Figure 1: Satellite Image of Property Location (outlined in Red)



V. LEASE PARAMETERS

The County seeks to enter into a binding Lease for the Property that would be in the best interests of the County. The purpose of the Lease is for the Proposer to establish site control over the County's Property, in order to submit a Preliminary Certificate to Operate application and ultimately obtain Final Certificate to Operate approval in the CEF Program for a community energy facility on the Property.

The Selected Proposer will be required to pay the County a due diligence payment for the first 12 months due diligence period. The Proposer may choose to extend the due diligence period no more than two times for 12-months each by written notice from Proposer and payment of the required due diligence payment. The due diligence extension period, if any, shall be twelve (12) additional months. The second due diligence extension period, if any, will be twelve (12) additional months. The due diligence period shall not exceed thirty-six (36) months. The due diligence payments will be retained by the County and not counted toward any annual lease payment.

The County seeks a 25-year Lease for the Property that would be in the best interests of the County, which may be extended five (5) years up to three (3) times, by written notice from the Proposer. The purpose of the Lease is for the Selected Proposer to develop the proposed System on the Property and obtain approval of a Final Certificate to Operate from the Commission to operate as a Community Energy Facility.

During the construction and operation of the solar PV System, and throughout the duration of the Lease, the Proposer will pay an annual fixed rate Lease Payment to the County. Proposers are required to submit a lease agreement outline for review by the County Attorney.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Proposers must include full, accurate, and complete information in their Proposal responses. Proposals may include any additional information that demonstrates the Proposer's qualifications and ability to develop, construct, own, and operate a viable solar project. At a minimum, Proposals must include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

A. Initial Disclosures Form

Each Proposer shall submit a completed Initial Disclosures Form that is attached to this RFP in Exhibit A.

B. Non-Collusion Certificate

Each Proposer shall submit a completed Non-Collusion Certificate that is attached to this RFP in Exhibit B.

C. Hold Harmless Agreement

Each Proposer shall submit a completed Proposer's Hold Harmless Agreement that is attached to this RFP in Exhibit C.

D. Proposed Lease Bid Details

Each Proposer shall submit a completed Proposed Lease Bid Details Form that is attached to this RFP in Exhibit D.

E. Proposed CEF Project Details

Each Proposer shall submit a completed CEF Solar Project Details Form with the information requested in Exhibit E including the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt, system size in kilowatts-Alternating Current (kW AC) and kilowatts-Direct Current (kW DC), monitoring system and the first year annual production in kilowatt-hours-AC (kWh) and annual degradation. All proposed solar modules, racking systems, inverters, monitoring and other equipment must be Tier 1 and UL Listed. In addition, Proposals must include a preliminary site plan for the proposed System that provides an aerial photo showing installation of the solar photovoltaic panels on the Property. The County acknowledges that the final design may alter the proposed solar equipment and layout. Any changes to the system design that change the system size or production by more than 5% or require use of the Property

outside of the proposed footprint or easements as outlined in the Lease may be cause for the County to terminate any Preliminary Notice of Selection or Lease.

The County is expanding the capacity of the Wolfe Neck Regional Wastewater Facility. As part of the expansion, DP&L will be installing a new transformer and the County will be installing a new 3000A switchboard and running new conduit for the Wolfe Neck Regional Wastewater Facility. A new electrical building will be constructed by the County for the switchboard with sufficient feeder CBs to eventually feed the existing Admin Building, irrigation pumps and headworks as well as the future plant expansion facilities. New underground duct banks will be provided to feed the aerators to be installed in Lagoons 2 and 3. Duct banks will be sand encased with Schedule 40 PVC ducts w/o concrete encasement. An overland concrete conduit bridge will need to be designed to get from the new MCC up the slope of Lagoon No. 2, and then down into the ground to feed the various aerators around Lagoon Nos. 2 and 3. Duct banks will be installed in the existing roadways around the outside perimeters of Lagoons 2 and 3. DP&L will set a transformer within 25 feet of the location of the new electrical building. The primary feeder will be the responsibility of DP&L. Service lateral and service entrance conductors and underground duct banks will be part of the design and be the responsibility of the County. Exhibit F provides a design site overview of the upgrades to the Wolfe Neck Regional Wastewater Facility.

The County would like to utilize common transformers and/or switchboard and conduit/duct banks for the Regional Wastewater Facility upgrades and the System to the extent feasible to offset the costs to the County by the Proposer providing the common electrical equipment. The Proposer will provide a single line diagram and any additional associated details for the interconnection of the System ultimately to the DP&L distribution system clearly identifying any common transformer, switchboard and conduit/duct banks to be provided by the Proposer for common use by the County.

F. Project Delivery and Schedule

The Proposer shall provide a brief description of their approach to project delivery, including an overview of the project implementation process. The Proposal must provide a project schedule that includes major work scope and milestones. The format should be a list of project activities with projected start and end dates.

G. Lease Agreement

The Proposer must include a draft Lease Agreement as a basis of the negotiations with the County. It must contain a maximum twelve (12) months initial due diligence period, which may be extended by the County upon written notice from the Proposer up to an additional twenty-four (24) months. Under the draft Lease Agreement, the Selected Proposer shall pay up to three (3) due diligence payments to be retained by the County and not counted towards any annual lease payments. The first due diligence payment is due at acceptance of the Proposal by the County, subsequent ones are due upon the County's acceptance of the respective extension(s).

The term of the final Lease Agreement to be negotiated and executed by the Proposer and the

County will be twenty-five (25) years, with the option of three (3) five-year contract extensions if the Proposer provides written notice to the County.

The final Lease Agreement must contain an adequate sinking fund, held in escrow by the County allowing the removal and disposal of the equipment at the end of the service life or the end of the lease term, whichever comes first.

H. Proposer Qualifications

Proposals must include a company overview and relevant company experience. The company overview shall include at a minimum an outline of operational assets showing project quantity and aggregate system sizes by system type (rooftop, ground mount, carport). The company overview should include key personnel who will be assigned to the project and describe their respective experiences and skills with the development and engineering of solar projects.

I. References

Proposals must include the name, phone and email contact for at least three references with similar or relevant solar projects.

J. Proposer's Financing Experience/Capability

Proposals must include information indicating the Proposer's experience financing the development and construction of similar or relevant Projects and the financing plan for the System including sources of available funding.

K. Supplemental Information

The Proposer shall provide supplemental information upon request from the County relevant to its Proposal response including, but not limited to, resumes, references, proposed site plans, product data sheets, project schedules, production models, historical project production data, sample production reports, and photos of relevant projects upon request of the County.

VII. GENERAL REQUIREMENTS

A. Advertising

The Selected Proposer shall not name the County in any advertising, news releases, or promotional efforts without the County's prior written approval. Any permission to do so granted by the County to the Selected Proposer shall not be deemed to be a statement about the quality of the Selected Proposer's work or the County's endorsement of the Selected Proposer.

B. Cost for Preparing Proposals

The costs incurred by the Proposer in developing its Proposal are its sole responsibility, and the County shall have no liability for such costs.

C. Proposal Ownership

All Proposals submitted in response to this RFP shall become the County's property and will not be returned to the Proposer.

D. Proposals Subject to FOIA

The County is a "public body" for purposes of the Delaware Freedom of Information Act ("FOIA") TITLE 29 General Regulations for State Agencies CHAPTER 100. All materials associated with this RFP are subject to the terms of FOIA and all applicable rules, regulations and administrative decisions.

A Proposal submitted in response to this RFP, and any files or documents associated with the Proposal, including e-mails or other electronic files, will be considered public records subject to disclosure under FOIA. During the RFP process, the County treats all Proposals as confidential until after a contract is finalized. At that time, the Proposals become subject to disclosure under FOIA.

Due regard will be given for the protection of proprietary or confidential information contained in all Proposals received under this RFP.

If a Proposer is interested in preserving the confidentiality of any part of its Proposal, it will not be sufficient merely to state generally that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a Proposer believes to be exempt from disclosure under FOIA must be specifically identified as such.

In no event shall the County have any liability for the disclosure of any documents or information in its possession which the County believes are required to be disclosed pursuant to FOIA or other requirements of law.

In the event of a public records request for a Proposal, the County may provide a copy of the Proposal with all, or part of the information redacted for which an exemption has been claimed

on the basis of confidentiality. For this purpose, the County may request, and each Proposer by submission of a Proposal agrees promptly to provide to the County, a version of such Proposal from which all information has been redacted for which a claim of FOIA exemption based on confidentiality has been made.

E. Safety and Background Checks

The Selected Proposer and each of their permitted subcontractors shall certify that each employee performing the work of a mechanic, laborer or worker under the Lease has successfully completed construction safety and health training approved by the federal Occupational Safety and Health Administration. All personnel of the Selected Proposer including those of their subcontractors may be subject to a background check at the sole discretion of the County and the expense of the Proposer.

F. Site Development

The Selected Proposer shall develop and construct a fully engineered system compliant with all the 2023 IBC and the latest edition of the NEC, zoning regulations, DP&L interconnection requirements and industry best practices. The Selected Proposer will be responsible for acquiring all necessary permits from governing agencies, and for the payment of associated fees. The County will provide support and execute documentation as necessary to facilitate the permitting and construction process. The Selected Proposer will be responsible for all tasks and fees associated with interconnection, including but not limited to applications and studies. The Selected Proposer is responsible for operating and maintaining the System at its own expense.

G. Legal Status

If a Proposer is a foreign corporation, Limited Liability Company or other business entity that is required to register with the Delaware Division of Revenue, it must have a current business license on file and be in good standing in its jurisdiction of incorporation. The County may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

H. Presumption of Proposer's Full Knowledge

The Proposer is responsible for having read and understood each document in this RFP and any addenda issued by the County. A Proposer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its Proposal or the obligations related thereto. The Proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the County's objectives. The Proposer declares that they have carefully considered all elements of the project and is satisfied with the conditions and requirements. The Proposer understands that the submission of a Proposal removes its right to plead any misunderstanding.

VIII. PROPOSAL REVIEW PROCESS

A. Question and Answer Period

Proposers may submit written questions to the County via email at kwiden@sussexcountyde.gov no later than 4:00 p.m. on November 29, 2023. Responses to questions will be posted for all bidders through a formal addendum, posted at [Bids and RFPs | Sussex County \(sussexcountyde.gov\)](#).

B. RFP Response and Proposal Submission Date

Proposers must submit their final Proposals by email to hans.medlarz@sussexcountyde.gov no later than 4:00 p.m. on December 6, 2023.

C. Proposal Review

The Proposals will be analyzed by the County for review and selection. It must be emphasized that the County will select the winning Proposal and execute a Lease Agreement with the Selected Proposer at the sole discretion of the County.

D. Proposal Selection

The County will select the Proposal for a Lease in its sole discretion, and the County will make its selection in the best interest of the County. The County may use the following criteria in the evaluation:

- (1) Expertise;
- (2) Demonstrated Ability;
- (3) Price

The preceding list of criteria is not intended to be exhaustive. The County may reject any Proposal for any reason and decide to forgo the selection of any Proposal. Due to the complexity of the System and contemplated agreements, the County shall not be bound to select a winning Proposal based upon highest Proposer pricing.

E. Proposal Disqualification

The County reserves the right to consider as acceptable only those Proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any Proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice. Proposer may be disqualified, and the Proposal automatically rejected for any one or more of the following reasons:

- (1) The Proposal shows noncompliance with applicable law.
- (2) The Proposal is conditional, incomplete, or irregular in such a way as to make the Proposal indefinite or ambiguous as to its meaning.
- (3) The Proposal has any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- (4) The Proposer is debarred or suspended.
- (5) The Proposer is in default of any prior contract or makes any misrepresentation.
- (6) The Proposer, or a majority owner thereof, is in arrears or in default to the County or State of Delaware or any other State regarding any tax, debt, contract, security, or any other obligation.

F. Preliminary Notice of Selection

The County will select the Proposal that it deems to be in its best interests, in its sole discretion, and will issue a Preliminary Notice of Selection to the Selected Proposer within 2-months of receipt. The selection may be subject to further discussions with the Selected Proposer. The making of a preliminary selection to a Selected Proposer does not provide the Selected Proposer with any rights and does not impose upon the County any obligations. The County is free to withdraw any preliminary selection at any time and for any reason.

G. Lease Agreement Execution Deadline

The Selected Proposer and the County must execute a lease agreement ten (10) days prior to expiration of the initial due diligence notice unless the Proposer requests an extension of the due diligence period at which point the deadline is automatically extended by one (1) year. If no agreement is executed by the end of the second due diligence period, the County may enter into Lease Agreement negotiations with another Proposer under this RFP.

H. Interconnection Application and Preliminary Certificate to Operate Deadline

The Selected Proposer must successfully complete and submit an Interconnection application to DP&L on or before 1-month from signing Lease. The County may extend the Interconnection Application timeline, in their sole discretion, otherwise, the County may terminate the Lease Agreement.

The Preliminary Certificate to Operate application must be submitted on or before December 31st, 2024. The date to submit the Preliminary Certificate to Operate application shall be extended day for day for delays caused solely by DP&L in the interconnection process. The Proposer acknowledges and agrees that, unless time for submission of the Preliminary Certificate to Operate application is delayed by DP&L, the County may extend the date to submit the Preliminary Certificate to Operate Application, in their sole discretion, otherwise, the County may terminate the Lease Agreement.

EXHIBIT A: INITIAL DISCLOSURES

<u>Proposer Information</u>	
Name of Offering Firm	
Address	
Contact Person	
Telephone Number	
E-Mail Address	

<u>DISCLOSURES</u>
<p>Exceptions to the RFP: Please check the one that applies:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> This Proposal does not take exception to any requirement of the RFP. </p> <p style="margin-left: 40px;"> <input type="checkbox"/> This Proposal takes exception to the requirements of the RFP. The specific exceptions are listed in a separate attachment. </p>
<p>State Debarment List: Is the Proposer on the State of Delaware's Debarment List?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>If "yes," attach a sheet fully describing each such matter.</p>
<p>Occupational Safety and Health Law Violations: Has the Proposer or any firm, corporation, partnership, or association in which it has an interest:</p> <p style="margin-left: 40px;">(1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the Proposal (provided such violations were cited</p>

in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction); or

(2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Proposal?

Yes No

If "yes," attach a sheet fully describing each such matter.

Criminal Proceedings: Has the Proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

Yes No

If "yes," attach a sheet fully describing each such matter.

Ethics and Offenses in Public Projects or Contracts: Has the Proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

Yes No

If "yes," attach a sheet fully describing each such matter.

[Signature block on the following page]

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. THE PROPOSER ACKNOWLEDGES AND AGREES THAT THESE FORMS MAY BE EXECUTED BY ELECTRONIC SIGNATURE, WHICH SHALL BE CONSIDERED AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES AND SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL SIGNATURE. "ELECTRONIC SIGNATURE" SHALL INCLUDE, WITHOUT LIMITATION, ELECTRONICALLY SCANNED AND TRANSMITTED VERSIONS (E.G., VIA PDF) OF AN ORIGINAL SIGNATURE.

_____ COMPANY NAME	_____ ADDRESS
_____ SIGNED BY	_____ PRINTED NAME AND TITLE*
_____ DATE	_____ TELEPHONE #
_____ FEDERAL TAX IDENTIFICATION #	_____ EMAIL

* The signatory must be an authorized representative of the Proposer with full power and authority to execute this INITIAL DISCLOSURES form.

This form must be signed and returned with Proposal.

EXHIBIT B: NON-COLLUSION CERTIFICATE

The undersigned Proposer acknowledges and agrees that the attached response and offer submitted by Proposer is submitted in connection with the Proposal to provide the County of Sussex (the "County") with a Lease Agreement. By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication, or agreement, for restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a bid for restricting competition.

In compliance with this invitation for proposals, and subject to the conditions thereof, the undersigned offers and agrees that the County may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached to this RFP as Exhibit C.

COMPANY NAME

ADDRESS

SIGNED BY

PRINTED NAME AND TITLE

DATE

TELEPHONE #

FEDERAL TAX IDENTIFICATION #

EMAIL

Subscribed and sworn to before me

this __ day of _____, 2023

Notary Public

This form must be signed and returned with Proposal.

EXHIBIT C: HOLD HARMLESS AGREEMENT

Proposer hereby agrees that it will indemnify and hold harmless the County of Sussex (the “County”) and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Indemnified Parties”), from and against any and all proceedings, suits, actions, claims, damages, injuries, selections, judgments, losses or expenses, including fines, penalties, punitive damages, reasonable attorney’s fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the NON-COLLUSION CERTIFICATE submitted as Exhibit B of this RFP. The Proposer shall be required to pay all attorney’s fees and costs incurred by the Indemnified Parties in enforcing any of the Proposer’s obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the Lease Agreement. Furthermore, at the option of the Indemnified Parties, the Proposer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

COMPANY NAME	ADDRESS
SIGNED BY	PRINTED NAME AND TITLE
DATE	TELEPHONE #
FEDERAL TAX IDENTIFICATION #	EMAIL

Subscribed and sworn to before me
this __ day of _____, 2023

Notary Public

This form must be signed and returned with Proposal.

EXHIBIT D: PROPOSED LEASE BID DETAILS FORM

Property Site Name	System Size (Watts-DC)	System Size (Watts-AC)	Due Diligence Payment (\$)			Lease Payment (\$/year)	Sinking Fund Payment (\$/year)
			Year 1	Year 2	Year 3		
Wolfe Neck RWF							

EXHIBIT E: PROPOSED CEF PROJECT DETAILS

Site Plan (aerial including module locations, switchgear & transformer locations and point of interconnection, site access and distribution line access)

Product Specifications	
<u>Module</u>	
Manufacturer:	
Watts DC:	
Model:	
<u>Racking</u>	
Manufacturer:	
Model:	
<u>Inverter</u>	
Manufacturer:	
Model:	
<u>Data Acquisition System</u>	
Manufacturer:	
Model:	
<u>System details</u>	
Azimuth:	
Tilt:	
Installed Capacity (KWac/KWdc):	
First Year Annual Production (kWh):	
Degradation:	

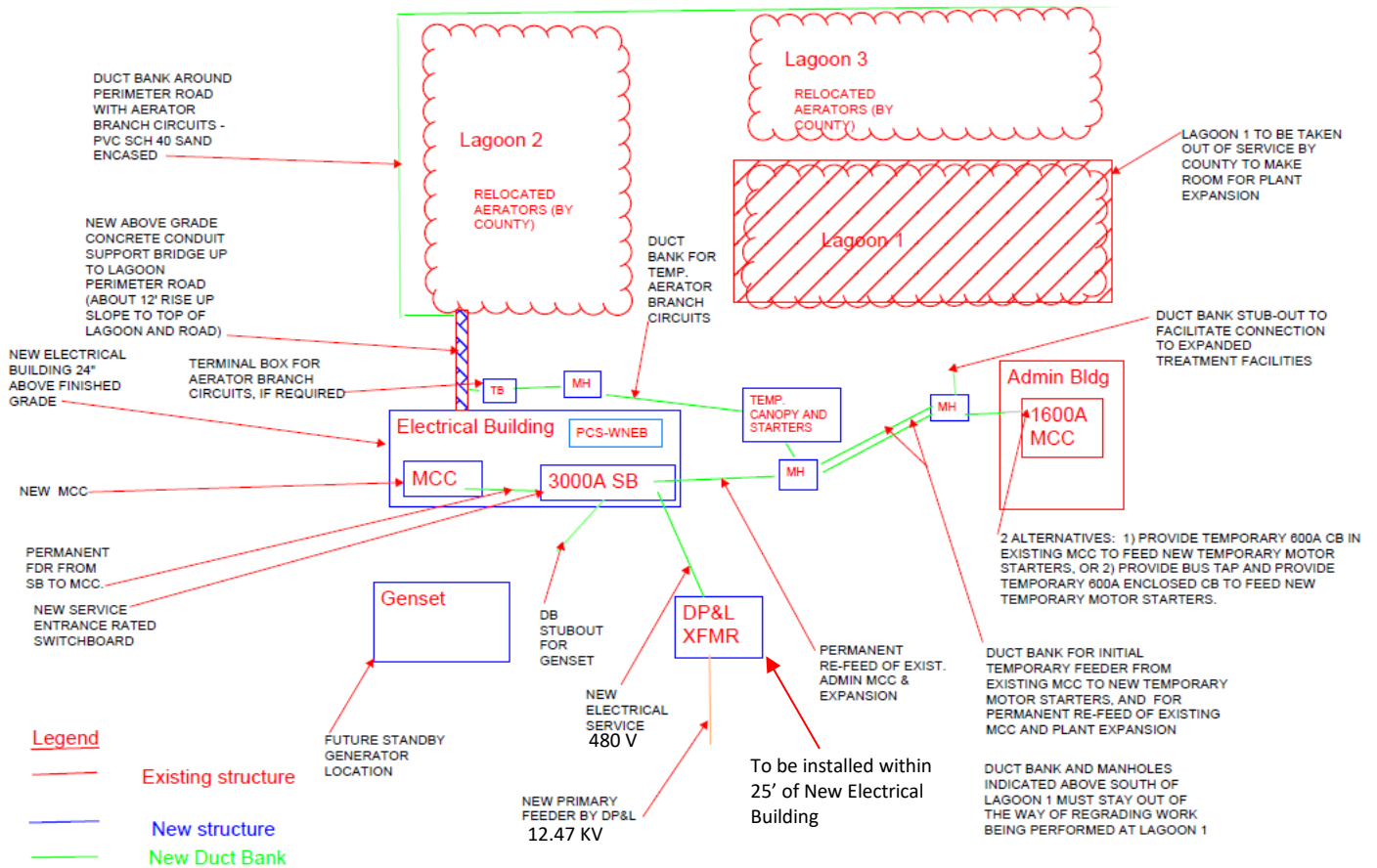
EXHIBIT F: SITE OVERVIEW



The lagoon is about 12 feet deep normally and the depth can fluctuate very slowly seasonally between 4 and 20 feet deep. The lagoon has a clay lined bottom which must not be penetrated or damaged by any anchoring system.

Refer to Exhibit A of the Lease Agreement for information regarding the location of access, electrical and construction easements.

Wolfe Neck Treatment Facility Electrical Design



- Legend**
- Existing structure
 - New structure
 - New Duct Bank