

LEGAL NOTICE

TOWN OF MANSFIELD, CONNECTICUT

REQUEST FOR PROPOSALS
FOR MICROGRID DESIGN, DEVELOPMENT AND INSTALLATION

PROPOSALS DUE – JULY 31, 2017

The Town of Mansfield, Connecticut (“Town”) requests proposals from experienced and qualified microgrid companies (“Proposers”) to design up to two microgrids, draft microgrid applications in response to the State of Connecticut’s Microgrid Program (“Microgrid Application”) as administered by the Department of Energy and Environmental Protection (“DEEP”), and install the microgrids if the Microgrid Applications are approved by DEEP and the projects are approved by the Town.

The Town reserves the right to amend or terminate this Request for Proposals (“RFP”), accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the qualified microgrid company that, in the Town’s judgment, will be in the Town’s best interests.

The documents comprising this RFP may be obtained electronically by contacting Ashley Heintz at The ECG Group at ashley@theECGgroup.com and copying Paul R. Michaud at Murtha Cullina LLP at pmichaud@murthalaw.com, or on the Town’s website, www.mansfieldct.gov, under Departments and Services, Finance, Public Bids and RFPs.

Proposals will be accepted until the deadline of **2:00 p.m. EDT on July 31, 2017**.

[END OF LEGAL NOTICE]

TOWN OF MANSFIELD, CONNECTICUT

**REQUEST FOR PROPOSALS FOR
MICROGRID DESIGN, DEVELOPMENT AND INSTALLATION**

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Proposals will be accepted until the deadline of **2:00 p.m. EDT on July 31, 2017**.

A. PROPOSAL REQUIREMENTS

1. Key Dates:

June 12, 2017	Request for Proposal (“RFP”) Release Date
June 21, 2017	Pre-Proposal Meeting and Site Walk – MANDATORY Location: Audrey P. Beck Building, 4 South Eagleville Road, Mansfield CT 06268 Time: 11:00AM Potential proposers interested in attending must notify ECG no less than 48 hours prior to the meeting. Proposal attachments will be distributed at the meeting.
July 31, 2017	Proposals Due no later than 2:00 pm EDT
August 25, 2017	Selection of Winning Proposal(s)
September 25, 2017	*Contract(s) Signed by the Parties

*The “Contract Signed by the Parties” date is anticipated, but not a certain date.

2. Obtaining the RFP:

The RFP and accompanying materials may be obtained by contacting Ashley Heintz, The ECG Group at ashley@theECGgroup.com, copying Paul R. Michaud, Murtha Cullina LLP at pmichaud@murthalaw.com. This RFP and accompanying materials will also be posted on the Town's website, www.mansfieldct.gov, under Departments and Services, Finance, Public Bids and RFPs.

3. Proposal Submissions:

All Proposers submitting proposals in response to this RFP must submit one (1) original, two (2) copies, and one (1) electronic USB copy of the proposal in the format and requirements set forth in this RFP. All proposals must be delivered to the attention of Ms. Ashley Heintz, The ECG Group, 811 West Jericho Turnpike, Suite 202W, Smithtown, New York 11787, no later than **2:00 p.m. EDT on July 31, 2017**. Late proposals will not be accepted. Proposals submitted by email or fax will also not be accepted. Proposers are solely responsible for ensuring the timely delivery of their proposals. All proposals shall be clearly labeled "RFP – Town of Mansfield Microgrid". Proposers may be invited by the Town for an interview at a date and time to be determined by the Town. The Town reserves the right to negotiate with the selected Proposer prior to the award of any contract resulting from this RFP.

4. Site Walk and Pre-Proposal meeting:

Proposers must attend the **mandatory** pre-proposal meeting on **June 21, 2017 at 11:00 a.m.** in the Audrey P. Beck Building, 4 South Eagleville Road, Mansfield. Proposers will be given access to walk through the Town facilities for the purpose of gathering information and conducting an assessment of microgrid potential. Proposals from any Proposers that did not attend a site-walk through and attend the pre-proposal meeting and/or did not sign in at the meeting will not be considered by the Town. Proposers must become fully familiar with the conditions as they exist and the character of the operations required as part of the microgrid project ("Microgrid"). Proposers must fully understand the facilities, difficulties, and restrictions affecting the execution of the work required pursuant to the Microgrid. Proposers shall thoroughly examine and be familiar with the terms, instructions, and specifications included in this RFP, and any other information necessary to interpret this RFP and submit a responsive proposal.

5. RFP Questions:

Any questions concerning the process and procedures applicable to this RFP must be submitted in writing (by e-mail) and directed to: Ashley Heintz at ashley@theECGgroup.com and copying Paul R. Michaud, Esq. at pmichaud@murthalaw.com. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP outside of the walk-throughs. The failure to comply with this requirement may result in disqualification from the RFP.

6. Disclosures:

In the proposal, Proposers must disclose if applicable:

- Proposer's inability or unwillingness to meet any requirement of this RFP;
- If the Proposer is listed on the State of Connecticut's Debarment List;

- If the Proposer is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the contracts because of occupational safety and health law violations;
- All resolved and pending arbitrations and litigation matters in which the Proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- All criminal proceedings in which the Proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has 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 project or contracts.

A Proposer's acceptability based on the above disclosures lies in the Town's sole discretion.

7. RFP Fee:

The Proposer selected by the Town shall pay the following RFP fees to Murtha Cullina LLP for legal services and The ECG Group for technical services in connection with the RFP as follows:

Legal (Murtha Cullina LLP):

- If total Microgrid project construction cost (for each microgrid) is \$2,000,000 or greater: the fee shall be 5% of total Microgrid project construction cost.
- If the total Microgrid project construction cost (for each microgrid) is under \$2,000,000: the fee shall be 6% of total Microgrid project construction cost.

Technical (The ECG Group):

- If total Microgrid project construction cost (for each microgrid) is \$2,000,000 or greater: the fee shall be 5% of total project construction cost.
- If the total Microgrid project construction cost (for each microgrid) is under \$2,000,000: the fee shall be 6% of total Microgrid project construction cost.

Murtha Cullina LLP's and The ECG's Group fees shall be provided directly by the selected Proposer as follows:

- 30% upon Town signing contract with the Proposer for each microgrid.
- 30% upon submittal of plans and specifications by the selected Proposer for each microgrid.
(Payment shall be made incrementally on a pro-rated basis)
- 30% upon approval of plans and specifications by the Town for each microgrid.
(Payment shall be made incrementally on a pro-rated basis)
- 10% upon substantial completion of each microgrid.

Each of the payments shall be made to Murtha Cullina LLP and The ECG Group by the selected Proposer within 30 days of receipt of the invoice for payment from Murtha Cullina LLP and The ECG Group and in no event greater than 45 days from the date of receipt of the invoice. Invoices that have not been paid within 45 days of receipt of such invoice shall be subject to interest at the rate of 18% per annum.

No compensation for the substantial completion portion of the Microgrid(s) will be earned by Murtha Cullina LLP and/or The ECG group unless and until the Town signs a contract with a selected Proposer to design, install, and implement the DEEP approved Microgrid, and all environmental and other regulatory approvals are obtained by the selected Proposer.

B. PROPOSAL SCOPE OF SERVICES

1. The selected Proposer shall be tasked with completing the Connecticut Microgrid Program Application and all required attachments, consistent with the application instructions, including but not limited to:

- One-line Diagram;
- Logic Diagram;
- Layout Diagram;
- Sequence of Operations Plan;
- Economic Analysis and Proforma;
- Communication Diagram;
- Capital Budget Narrative and Operational Budget Narrative;
- Load/Gen Profile Graph;
- Gantt Chart, including a distribution and resource generation implementation plan;
- Operation and Maintenance Plan;
- Written Testing/Commissioning Plan; and
- Affidavit “Veracity of Statements”.

2. The selected Proposer shall compile information from historical energy consumption and the utility accounts for the facilities in the proposed Microgrid, and be responsible to:

- Design, engineer, integrate, and install physical generation and Microgrid components;
- Develop a financial analysis for Microgrid project development;
- Develop the Microgrid project, if awarded, as a third party resource for the Town;
- Manage and assume risk for the development and operation of the facility; and
- Manage and balance loads and resources with automated demand response.

3. The selected Proposer shall consider the following Town facilities for inclusion in the Microgrid (1) and (2):

Town Facility	Facility Address	Electric Usage	Natural Gas Usage
Microgrid #1: Mansfield Town Hall	4 South Eagleville Road	303,817	13,237
Microgrid #1: Mansfield Community Center	10 South Eagleville Road	692,892	61,808
Microgrid #1: Mansfield E.O. Smith High School	235 Storrs Road	1,506,803	125,537
Microgrid #2: Mansfield Senior / Wellness Center	303 Maple Road	66,800	5,529
Microgrid #2: Wright’s Way	309 Maple Road	XXXXXX	XXXXXX
Microgrid #2: Mansfield Middle School	20 Spring Hill Road	966,081	70,640
Microgrid #2: Mansfield Public Works Garage	230 Clover Mill Road	67,654	None

In addition to the Town Facilities shown above, the selected Proposer shall fully comply with subsection (e) “Desired Future State” explained below.

4. Current State:

The selected Proposer shall understand and analyze the existence of any existing on-site generation at the Town facilities that are the subject of the microgrid.

5. Desired Future State:

The selected Proposer shall, at a minimum, propose: (1) the installation of a fully integrated Microgrid to allow the operation of the Town Hall, Community Center, and High School parallel with the electric grid and during electrical grid power outages, and/or (2) the installation of a fully integrated Microgrid to allow the operation of the Senior / Wellness Center, Wright’s Way. Mansfield Middle School and Mansfield Public Works Garage parallel with the electric grid and during electrical grid power outages. These are adjacent properties within 500 and 1500 feet of each other. The Town desires, if technically and economically feasible, to utilize a renewable energy source such as Solar and/or micro CHP, fuel cells, and/or battery storage to reduce emissions. All generation in connection with the Microgrid shall be financed under the terms and conditions of a Power Purchase Agreement (“PPA”) with the Town.

6. PPA Price:

Proposers providing Microgrid generation that is a Class I renewable energy generation system and eligible to participate in the ZREC/LREC auction program administered by Eversource Energy shall include pricing for 20 and 25 year terms for each Microgrid Class I renewable energy generation system.¹ For each term, Proposers should provide a fixed PPA rate for the term and a rate assuming an escalator of 0% and 1%. For purposes of the PPA Price, Proposers should assume that any Class I renewable energy generation system eligible to participate in Connecticut's ZREC/LREC auction program administered by Eversource Energy shall receive a ZREC or LREC contract of \$.07/kWh for 15 years. In the proposal response, Proposers shall include the amount the PPA price will change, plus or minus, in the event the ZREC or LREC contract is reduced or increased by a cent/kWh. No capital funds for the Microgrid energy generation systems are available from the Town. The only obligation of the Town in connection with any Microgrid energy generation system shall be to make the monthly payments for the electricity produced by the system as set forth in an executed PPA.

C. PROPOSAL FORMAT SUBMISSION

Proposers shall describe the processes the Proposer intends to use to develop a Microgrid for the Town. If the Proposer is proposing a joint-venture approach, overall responsibility must be clearly identified, as well as a detailed plan of delineation of work assignments. The proposal format should contain a letter of transmittal, an executive summary and information on the company's background and experience. The proposal will address the Proposer's skills and experience working with municipal and other microgrids. The proposals will also include the following:

- a. Proposers shall describe their capabilities, including the number of employees, the number and location of offices, etc. The proposal shall contain a detailed listing of the qualified individuals who will be assigned to this Microgrid project. The listing shall also reflect the method of internal management necessary to insure efficient, cost effective use of staff. Resumes of all individuals to be associated with this award shall be provided. Each Proposal shall also identify what services, information or other items it expects to receive or be provided by the Town.
- b. Proposers shall describe the process the Proposer will employ to develop the Microgrid, consistent with the requirements of the Connecticut Microgrid Program.
- c. Proposers shall identify any relationships with specific vendors or service providers of energy related products.
- d. Proposer shall describe the method of compensation as described in Section VIII below.
- e. Proposers shall provide at least three references from other clients for whom it has provided similar services with contact information, including name, current title,

¹ The Town of Mansfield does not anticipate that the any proposed Class I renewable energy generation systems eligible to participate in the ZREC/LREC auction program administered by Eversource Energy will be ready to participate in the June 8, 2017 auction, but that they will be ready to participate in the auction to be conducted by Eversource Energy later in the year.

current telephone number, current e-mail, and identification of the company or locations referenced.

- f. PROPOSERS UNDERSTAND AND SHALL CONFIRM THAT THEY WILL UNDERTAKE THE PROPOSED WORK “AT RISK” AND THAT ANY FEES OR COMPENSATION FOR THE PROPOSED WORK WILL BE REIMBURSED ONLY IF AND WHEN THE TOWN RECEIVES FUNDING FROM THE STATE OF CONNECTICUT THROUGH THE CONNECTICUT MICROGRID PROGRAM.
- g. Proposers shall be aware of and responsible for complying with all laws, rules, regulations and orders, as amended, that affects the scope of work to be performed pursuant to this Request for Proposals. The Town reserves the right to accept this Proposal by item or as a whole, or at its discretion, reject any or all Proposals and to re-advertise for new proposals, if in its opinion the best interest of the Town is promoted. The Town reserves the right to waive any informality in any Proposal and to change the quantity or delete any item from the Proposal.
- h. By submitting a proposal, Proposer shall warrant and represent that it has become fully familiar with the conditions and operations related to the Town and Town facilities, including but not limited to the location, condition, layout and nature of the work required to be performed, the site, generally prevailing climatic conditions in the area, anticipated labor supply and cost, availability and cost of materials, tools and equipment, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance, and has examined the RFP and all information contained herein. The Proposer further represents that as a result of such examinations and investigations, it thoroughly understands the Microgrid project and its intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as that apply to the Work, and that the Proposer will abide by same. The failure or omission of any Proposer to receive or examine the specifications, or to visit the site and become acquainted with the conditions there existing, shall in no way relieve the Proposer from any obligations relating to the performance of the Microgrid project work, or any contract related to the Microgrid project. No subsequent claims will be recognized for additional costs of labor, materials, appliances, equipment, etc., or for difficulties encountered that could have been foreseen had such an examination been made.

D. MICROGRID COMPENSATION

All proposals submitted in response to this RFP shall remain firm for a period of sixty days after the date of submission. Compensation shall be all-inclusive and address all the items identified in the Scope of Services of this RFP. All charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, software, training and any other miscellaneous expenses shall be included in the compensation and shall not be billed separately.

PROPOSERS UNDERSTAND THAT THEY WILL UNDERTAKE THE PROPOSED WORK “AT RISK” AND THAT ANY COMPENSATION FOR THE PROPOSED WORK WILL BE REIMBURSED ONLY IF AND WHEN THE TOWN RECEIVES FUNDING FROM THE STATE OF CONNECTICUT THROUGH THE CONNECTICUT MICROGRID PROGRAM.

E. PROPOSAL SELECTION

1. Award:

Proposers must demonstrate familiarity with relevant Microgrid technology, transfer trip capability, and Microgrid operational characteristics, including seamless operation modes transition, interconnection, adherence to applicable codes and standards, fuel supply, availability, and operation with the ability to go into island mode. Proposers must demonstrate the ability to design, engineer and integrate physical generation and Microgrid components for operation with all other related energy infrastructure. Proposers should also be able to develop a financial analysis for Microgrid development, develop the Microgrid as a third party resource for the Town, manage and assume risk for the development and operation of the facility, and manage and balance loads and resources with automated demand response.

The Town reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town will select the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. The Town will use the following criteria in evaluating proposals:

a. Experience and Qualifications of the Proposer:

Proposals will be evaluated on the quality and experience of the Microgrid project team and for demonstrated experience with similar Microgrid projects. Experience with similar Microgrid projects will be understood to include development of Microgrids in institutional or commercial facilities of similar size, systems, and use.

b. Technical Approach:

Proposals will be evaluated on the soundness, application, and detail of presentation of technical strategies proposed for meeting the facility’s objectives. The proposal should include descriptions of improvements both to the physical facility and to plant operations.

c. In-House Capabilities:

Additional consideration will be given to the Proposer who can demonstrate “in-house” capability for energy auditing, Microgrid project construction management, energy use monitoring, servicing, and equipment maintenance.

d. Financial Terms:

Consideration will be given to proposals that responsibly maximize the net economic benefit to the Town over the term of the proposed energy services agreement and that responsibly minimize the risk to the Town in connection with the proposed transaction.

Factors that will be considered include: the projected net dollar benefit to the Town from entering into the transaction, the methods that will be used to determine the amount of the proposer's compensation, and the degree to which the proposer has minimized risk to the Town in connection with the Microgrid project. Such risks may include interruptions to building operations and financial risks.

e. Ability to Implement Microgrid Project Promptly:

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, and the performance of all contract obligations throughout the contract term in a prompt and efficient manner.

f. Green and Sustainable Design:

Preference will be given by the Town to Proposers that incorporate renewable energy generation sources, green materials, and conservation of water and energy resources into their proposals.

g. Oral Interviews:

At the option of the Town, oral interviews may be held with the top ranked Proposers to obtain clarification on issues raised by earlier stages of the evaluation process and to assess the qualifications of the Proposer's Microgrid project team. Selection of the winning Proposer will be based on information supplied to the Town in response to this RFP, and if elected, the oral interview.

The Town will not award the proposal to any business or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation. The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful Proposer or Proposers. The award may be subject to further discussions with the Proposer. The making of a preliminary award to a Proposer does not provide the Proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Proposer has rights, and the Town has obligations, only if and when the pertinent contracts are executed by the Town and the Proposer. If the Proposer does not execute the pertinent contracts in a timely manner, the Town may enter discussions with another Proposer.

2. Additional Information:

The Town reserves the right to ask any Proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

3. Term:

The Term of the contract with the selected Proposer will begin on the date of the contract execution and will terminate upon successful completion of the proposed Microgrid or thirty-six (36) months, consistent with the requirements of the Connecticut Microgrid Program. The contract may be extended one or more times beyond that date upon the mutual agreement, in writing, of both parties. The term(s) of such extension(s) shall also be with the mutual agreement, in writing, of both parties. The Town reserves the right to terminate any agreement upon ten (10) calendar days' written notice for breach of any provision of the contract. Fees agreed upon with the proposer selected as a result of this RFP shall remain in effect for the remainder of the contract term. Fees may be re-negotiated at the time of any contract extension, but will only be changed with the mutual agreement, in writing, of both parties prior to the start of the extension period for which the fees apply.

F. MISCELLANEOUS

1. Not a Contract:

This RFP is not a contract and no contract will exist unless and until all pertinent contracts ("Contracts") are signed by the Town and the selected Proposer.

2. Right To Amend Or Terminate:

The Town may in its sole discretion, clarify, modify, amend or terminate this RFP at any time if it determines it is in the Town's best interest.

3. Oral Statements:

No oral statement of the Town, including oral statements by any Town representative shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no Proposer shall rely on any alleged oral statements.

4. Costs For Preparing Proposal:

Proposer costs incurred in developing the proposal are the Proposer's sole responsibility and the Town shall have no liability for such costs.

5. Ownership Of Proposals:

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

6. Freedom Of Information Act:

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Proposer cooperates with the Town as described in this Section 11, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information. If the Town receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending at its sole cost any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

7. Legal Status:

If a Proposer is a corporation, limited liability Company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any Proposer's legal status.

8. Presumption Of Proposer's Full Knowledge:

Proposers are responsible for having read and understood each document in this RFP and any addenda issued by the Town. 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. Proposers are deemed to be familiar with and able 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, Proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives.

9. Insurance:

The selected Proposer shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from notice of award. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and that has a current A.M. Best's rating of A-(VIII) or better. Insurance coverage shall remain in full force for the duration of the award/contract term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the

Town of Mansfield will receive thirty (30) days' notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

- a. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations: \$1,000,000 Each Occurrence; \$2,000,000 Aggregate.
- b. Combined Single Limit for personal injury or property damage or both combined. Such policy shall name the Town of Mansfield as additional insured.
- c. Comprehensive Automobile Liability covering owned non-owned, hired or leased vehicles. (\$1,000,000 Each Accident) Combined Single Limit for bodily injury or property damage or both combined.
- d. Workers Compensation Insurance in accordance with Connecticut State Statutes. Employers Liability Limit is \$1,000,000 per accident and \$1,000,000 per employee
- e. Umbrella Liability or Excess Liability is \$5,000,000 Each Occurrence and \$5,000,000 Aggregate
- f. And/or any insurance required under DEEP's Microgrid Program.

10. Advertising:

The selected Proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval. After substantial completion and if it chooses, the successful Proposer may list the Town in a statement of references or similar document required as part of its response to a public procurement. The Town's permission to the successful Proposer to do so is not a statement about the quality of the successful Proposer's work or the Town's endorsement of the successful Proposer.

11. Compliance with Law:

The selected Proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

12. Defense, Hold Harmless And Indemnification:

The selected Proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the relevant contracts. Without limiting the foregoing, the obligation to defend, indemnify, and hold harmless includes injuries to persons (including injuries resulting in death) and injuries to

property (including injuries to the environment). The selected Proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the selected Proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts. The selected Proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the selected Proposer's obligations under this section. The selected Proposer's obligations under this section shall survive the termination or expiration of the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the selected Proposer.

13. Preferences:

The selected Proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the selected Proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county where the Microgrid will located for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

14. Workers Compensation:

Prior to Contract execution, the Town will require the tentative selected Proposer to provide 1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative selected Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

15. Safety:

The selected Proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner

training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

16. Non Collusion Affidavit:

Each Proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

17. Compliance With Immigration Laws:

By submitting a proposal, each Proposer confirms that it has complied, and during the term of the pertinent Contracts will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the pertinent Contracts will at all times be authorized for employment in the United States of America. Each Proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the pertinent contracts and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the pertinent Contracts. The successful Proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Proposer or its subcontractor. The selected Proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the selected Proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the pertinent Contracts.

18. Nonresident Real Property Contractors:

If the selected Proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of Connecticut General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with Connecticut General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the selected Proposer's activities under the Contract. The selected Proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the selected Proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

19. Disclosure Forms and Non-Collusion Affidavit:

In order for a proposal to be considered, the proposal must contain the completed and signed Initial Disclosure Form, Legal Status Disclosure Form, and Non-Collusion Affidavit found in Sections G through I of this RFP.

G. INITIAL DISCLOSURE FORM

1. Exceptions to the RFP

_____ This proposal does not take exception to any requirement of the RFP.

2. State Debarment List

Is the Proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

Occupational Safety and Health Law Violations

Has the Proposer or any firm, corporation, partnership or association in which it has an interest (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 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.

3. Arbitration/Litigation

Has either the Proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes

_____ No

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

4. Criminal Proceedings

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

_____ Yes

_____ No

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

5. Ethics and Offenses in Public Project or Contracts

Has either the Proposer or any of its principals (regardless of 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 Project or contracts?

_____ Yes
_____ No

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

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 COMPROMISING THE RFP, INCLUDING THE PERTINENT CONTRACTS, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

H. LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attach a separate sheet if you need additional space, and sign this form.

For purposes of this disclosure, “permanent place of business” means an office continuously maintained, occupied and used by the Proposer’s regular employees regularly in attendance to carry on the Proposer’s business in the Proposer’s own name. An office maintained, occupied and used by a Proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Proposer will not be considered a permanent place of business of the Proposer.

IF A SOLELY OWNED BUSINESS:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the Proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A CORPORATION:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the Proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s) _____

Name & Title (if any)

Residential Address (street only)

Does the Proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Proposer’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the Proposer have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that
“permanent place of business.”

Proposer’s Full Legal Name

(print)

Name and Title of Proposer’s Authorized Representative

(signature)

Proposer’s Representative, Duly Authorized

Date _____

I. NON-COLLUSION AFFIDAVIT

The undersigned Proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein certifies that:

- (1) The proposal is genuine; it is not a collusive or sham proposal;
- (2) The Proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) The Proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) No elected or appointed official or other officer or employee of the Town of Mansfield is directly or indirectly interested in the Proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Mansfield to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)

Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public
My Commission Expires:

[END OF RFP]