



LEGAL NOTICE

TOWN OF PLAINFIELD, CONNECTICUT

REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEMS

(Rooftop, Carport, and Ground Mount)

March 27, 2018

The Town of Plainfield, Connecticut (the "Town") invites proposals from solar energy providers (each a "Proposer") to design, install, finance, own, operate and maintain one or more solar photovoltaic systems (each a "System") at certain Town facilities in accordance with Solar Power Purchase Agreements (each a "PPA"), pursuant to which the Town anticipates leasing/licensing sites to a Proposer and purchasing the energy output generated by the Systems. The Proposer selected pursuant to this Request for Proposals ("RFP") will sell electricity to the Town from Systems installed on or near the Town's facilities. This RFP requests proposals for: (1) certain rooftop and/or canopy solar facilities on the Town's facilities, and (2) a ground-mounted solar facility at the Town's water pollution control facility, which would be interconnected directly to the water pollution control facility.

The documents comprising this RFP are available electronically and may be obtained via email by contacting Paul Michaud, Esq. at pmichaud@mlgcleanenergy.com. It is the Proposer's responsibility to be aware of any updates or addendums to the RFP. If the Proposer has received a copy of the RFP indirectly, an email request to be added to the RFP distribution list must be sent to Paul Michaud, Esq. at Michaud Law Group LLC at pmichaud@mlgcleanenergy.com.

Michaud Law Group LLC ("Michaud Law Group") is administering this RFP on behalf of the Town of Plainfield. Proposers shall submit their sealed proposals in the following format: one (1) original, two (2) hard copies, and two (2) electronic copies on a flash drive. Sealed proposals must be received by Michaud Law Group LLC (Attention: Paul R. Michaud, Esq., 28 Pocotopaug Drive, East Hampton, Connecticut 06424 via U.S. Mail, Fed Ex, UPS, etc. no later than **Friday, May 4, 2018**. Proposals received after the final submission date may be considered at the sole discretion of the Town.

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

Any contracts shall be preceded by a Notice of Award and thereafter be contingent and non-binding until (i) all approvals are received from applicable regulatory agencies and authorities, which may include, but are not limited to the Town and applicable planning boards, and the CT Department of Energy and Environmental Protection, (ii) the System(s) are selected for long term ZREC or LREC contracts with Eversource under the state's ZREC/LREC auction program, and (iii) all pertinent written contracts are signed by the Town and the selected Proposer ("Contracts").

END OF LEGAL NOTICE



REQUEST FOR PROPOSALS
TOWN OF PLAINFIELD, CONNECTICUT
REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEMS
(Rooftop, Carport, and Ground Mount)

March 27, 2018

I. INTRODUCTION:

The Town of Plainfield, Connecticut (the "Town") invites proposals from solar energy providers (each a "Proposer") to design, install, finance, own, operate and maintain one or more solar photovoltaic systems (each a "System") at certain Town facilities in accordance with Solar Power Purchase Agreements (each a "PPA"), pursuant to which the Town anticipates leasing/licensing sites to a Proposer and purchasing the energy output generated by the Systems. This RFP is for (1) certain rooftop and/or carport solar facilities on or next to the Town's facilities, and (2) a ground-mounted solar facility at the Town's water pollution control facility, which will be interconnected directly to this facility. The sites for the potential Systems are listed in Section IIIB of this RFP (the "Sites").

The purpose of this RFP is to seek providers to design, install, finance, own, operate, and maintain the System pursuant to the terms and conditions of a PPA for the Town's benefit.

Under the terms of the PPA, the sale and purchase of electricity to the Town may be conditioned upon, among other things, the selected solar provider's successful participation in Connecticut's ZREC/LREC auction program administered by Eversource.

II. GENERAL INFORMATION & RFP INSTRUCTIONS:

A. Key Dates:

Date	Action
Tuesday, March 27	RFP Release Date
Thursday, April 5	Site Visit (Meet at Town Hall at 10:00 a.m.)
Friday, May 4	RFP Proposals Due by 5:00 PM EDT
TBD – but before the Eversource Medium & Large ZREC/LREC Auction	Selection of Winning Proposal
TBD – but before the Eversource Medium & Large ZREC/LREC Auction	Notice to Proceed
TBD– but before the Eversource Medium & Large ZREC/LREC Auction	PPA Executed

B. Site Visit:

The Site Visit for prospective Proposers is scheduled as shown in the Chart in Section IIA above. All interested proposers will meet at Town Hall, 8 Community Avenue, Plainfield, Connecticut 06374 at 10:00 a.m.

C. Right to Amend or Terminate this RFP:

The Town may in its sole discretion, clarify, modify, amend, or terminate this RFP if the Town determines in its sole discretion that it is in the Town’s best interests. The Town reserves all rights to reject any or all proposals and to negotiate PPA terms and conditions in the best interests of the Town.

D. Proposal Submission Instructions:

Proposers should submit their proposals in the following format: one (1) original, two (2) copies, and two (2) electronic copies on a flash drive. Proposals must be received by Michaud Law Group LLC via U.S. Mail, Fed Ex, UPS, or other delivery service (Attention: Paul R. Michaud, Esq., 28 Pocotopaug Drive, East Hampton, Connecticut 06424 no later than the Proposal Due date shown in the Chart (Key Dates) in Section IIA above. Proposals received after the final submission date may be considered at the sole discretion of the Town. Once received by the Town, proposals are considered valid and may not be withdrawn, cancelled or modified, for one-hundred-twenty (120) days after the Proposal Submission Date to give the Town sufficient time to review the proposals, investigate the Proposer’s qualifications, secure any required municipal approvals and execute the pertinent Contracts with the selected Proposer. An authorized person representing the legal entity of the Proposer must sign the Proposal Form and all other forms included in this RFP. All proposed PPAs and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of Connecticut.

E. Questions:

Any questions concerning the process and procedures applicable to this RFP, and concerning the RFP's Specifications or the PPA, are to be submitted in writing by e-mail only to Michaud Law Group, Paul R. Michaud, Esq., pmichaud@mlgcleanenergy.com.

Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP. A Proposer's failure to comply with this requirement may result in disqualification. No oral statement of the Town, including oral statements by any Town representatives, shall be effective to waive, change or modify any of the provisions of this RFP, and no Proposer shall rely on any alleged oral statement regarding this RFP.

III. PROPOSAL SPECIFICATIONS:

A. Project Description:

The Town wishes to optimize and stabilize the rates paid for electricity by the Town through the purchase of electricity for the Town under a long-term PPA(s) for electricity produced Town from the System. Please note that a proposal may be submitted for Systems for all or some of the Sites.

B. On-Site Project Descriptions:

Below is a listing of the municipal facilities that may be suitable for solar rooftop, parking canopy, or ground mounted systems, along with their estimated annual kWh usage for 2017

Municipal Facility	Address	Electricity Usage (kWh)
Police Station	210 Norwich Road Plainfield, CT 06374	101,804
Recreation Center	482 Norwich Road Plainfield, CT 06374	48,503
Senior Center	482 Norwich Road Plainfield, CT 06374	45,505
Town Hall/Community Center	8 Community Avenue Plainfield, CT 06374	272,409
Water Pollution Control Facility	26 Black Hill Road Plainfield, CT 06332	513,280
Plainfield High School	105 Putnam Road Central Village, CT 06332	1,650,529
Plainfield Central Middle School	75 Canterbury Road Plainfield, CT 06374	1,313,469
Plainfield Memorial School	95 Canterbury Road Plainfield, CT 06374	610,847
Moosup Elementary School	35 Church Street Moosup, CT 06354	463,113
Shepard Hill Elementary School	234 Shepard Hill Road Plainfield, CT 06374	434,560

Early Childhood Education	651 Norwich Road Plainfield, CT	207,760
Transportation #1	Unity Road Plainfield, CT	2,051
Transportation #2	1 Unity Road Plainfield, CT	726
Transportation #3	Evergreen Street Moosup, CT	9,763

For each rooftop system, the Town will require in the PPA the ability to have the System removed from the rooftop or otherwise moved to allow for roof replacement or repairs for a period of six weeks. The removal of the System, and any lost revenue associated therewith, will be at the expense of the Proposer and the costs associated therewith should be included in the requested pricing quote for each rooftop solar System. The Town will limit the amount of down-time to six (6) weeks and will cooperate with the selected Proposer to minimize the lost production and cost associated with the roof replacement.

In addition to rooftop systems, the Town of Plainfield encourages proposed carport systems and a ground-mounted system at the Water Pollution Control Facility where there is available land directly adjacent to the WPC Facility.

IV. PROPOSAL REQUIREMENTS:

Proposals submitted in response to the RFP shall include the following information and documents, be clear and unambiguous, and be presented in the following manner:

1. Proposer Qualifications:

Each Proposer must demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities required to perform successfully its role in the installation and operation of the Systems. Each Proposer, as well as its respective subcontractors, shall possess all applicable, valid and pertinent contractor construction licenses for the installation of commercial solar PV systems in the State of Connecticut, including all applicable Connecticut Professional Engineer licenses.

2. Project Portfolio and References:

Proposals should include a list of at least three (3) similar projects that the Proposer has completed within the last three (3) calendar years. Project information must include project description, client name (and the person(s) to contact, telephone number(s) and e-mail address(es)), year completed, project construction and design cost.

3. Statement on Proposers Ability to Complete Scope of Work:

Proposals should include sufficient information for the Town to evaluate the Proposer's ability to complete successfully the scope of work contemplated by this RFP and the proposal.

4. Statement on Proposers Financial Strength:

Proposals should include sufficient and current information indicating the Proposer's financial strength including balance sheet, working capital and liquid assets sufficient to complete the Project successfully.

5. Proposer's Initial Disclosure Form and Specific Exceptions to the RFP:

Each Proposer shall complete and execute Exhibit A to this RFP. In Exhibit A, each Proposer must disclose, if applicable, the following:

- a. Whether it is unable or unwilling to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to this RFP.
- b. Whether it is listed on the State of Connecticut's Debarment List and an explanation of the reasons therefore.
- c. Whether it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations.

A Proposer's acceptability based on these disclosures lies solely in the Town's discretion.

6. 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 State's Office, it must have a current registration or current business certificate on file with that office and be in good standing in its jurisdiction of incorporation. The Town may, in its sole discretion, request a Good Standing Certificate or other comparable evidence of any Proposer's legal status.

7. Presumption of Proposer's Full Knowledge:

Each Proposer is 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.

Each 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, each 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 Town's objectives.

V. SYSTEM INFORMATION AND DETAIL:

1. System Design:

Proposals shall provide a system schematic design layout for each System, including PV model type and model number, wattage, number of modules, expected degradation percentage per annum, inverter type and model, mounting system type, azimuth, tilt and system size AC and DC. Please design each System to offset 80% to 100% of the annual kWh usage or maximize the square footage of viable roof space.

2. System Generation Details and Reports:

Proposals shall provide details about the estimated kWh AC to be generated by the Systems, including all necessary assumptions, for example: Insolation (or sunlight availability), maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc. Copies of PV Syst, PV Watts or other industry standard reports used to estimate production for each proposed solar system design should be included with the proposal.

3. Data and Pricing Sheet:

Proposals shall provide specified equipment manufacturer data sheets and warranties, pricing, etc. Please include the Country of Origin for PV Modules, Inverters, Racking and Monitoring. The Proposal Form in Exhibit D must be completed and returned with any proposals.

VI. PPA PRICE AND DOCUMENTS:

1. PPA Price:

The Town requests that each Proposer provide pricing for a 20-year term for each System. For each term, please provide a fixed PPA rate for the term and a rate assuming an escalator of 0% and 1%. For purposes of the PPA Price, the Proposer should assume that the rooftop Systems will receive a ZREC or LREC contract of \$.09/kWh for 15 years and the Ground-mount System will receive a ZREC or LREC contract of \$.08/kWh for 15 years. In the 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 Systems are available from the Town. The only obligation of the Town in connection with the Systems shall be to make the monthly payments for the electricity produced by the Systems as set forth in the PPAs.

2. PPA Price Inclusions and Cost Statements:

Proposals should provide confirmation that the PPA price includes all costs and expenses associated with the engineering, permitting, construction, interconnection, testing and all other costs associated with the construction and operation of the Systems.

3. Proposed PPA:

Proposers should provide a draft of the PPA that the Proposer expects the Town will be required to negotiate and execute.

4. PPA Termination Values and System Buy-Out:

The Town will not pay any termination value to a Proposer in the event the Town chooses to terminate the PPA for cause or for circumstances outside the control of the Town prior to System installation. In addition, the Town requests the Proposers to disclose the termination costs during the term of the PPA in the event the Town chooses to terminate the PPA for any reason. Termination values should not exceed 115% of the all-in cost to construct the System and the Town reserves the right to reject any or all proposals that propose termination values that at any time during the term of the PPA are above this benchmark.

5. System Cost:

Proposals should provide an Equipment Specification, Cost and Production Table for each System.

6. System Energy Cost Savings:

Proposals must include a table demonstrating energy cost savings to the Town each year and over thirty (30) years of the PPA for each facility and for facilities suitable for a solar installation.

VII. PROJECT SCHEDULE AND STANDARDS:

1. Project Schedule:

Proposals should include a complete project schedule indicating major project milestones and durations. This should include the method and frequency of reporting project status to the Town and Michaud Law Group.

2. Project Standards and Statement on Monitoring:

This RFP calls for an all-inclusive, turn-key solar installation, and includes planning, engineering, labor, equipment, installation and commissioning. The following standards are required:

- a. All solar panels, racking systems and inverters and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment.
- b. All solar panels, racking systems, wire and conduit, anchoring equipment and other equipment shall meet applicable building codes.
- c. All equipment shall be UL listed.

Solar production shall include web-based monitoring and shall monitor the electrical output of the Systems and the avoided emissions caused by the solar electricity generated by the Systems. Web-based monitoring access must be provided to the Town. Please provide a statement on the monitoring. The Town requires that a flat screen monitor be installed at the Town Hall.

3. Draft of Land Lease Option and Land Lease Agreement:

If not incorporated in the proposed PPA as a license or lease, Proposers should provide a draft of the lease agreement that the Town will be required to execute.

4. Permitting and Zoning Status:

Proposals shall provide a statement detailing its understanding of the permitting and zoning status for proposed sites. All permits, variances and licenses that are necessary for the construction and operation of the Systems are the responsibility of the Proposer.

5. Property Taxes:

To the extent that it is allowed under Connecticut law, the Town will provide a property tax exemption for the Systems to be constructed on the sites. The Town expects that all proposals received will reflect the cost savings from the property tax exemption.

VIII. MISCELLANEOUS:

1. Michaud Law Group – RFP Fee Agreement:

By signing the RFP Fee Agreement Form in Exhibit E of this RFP, each Proposer, if selected under this RFP, agrees to pay the Michaud Law Group LLC an RFP Fee in the amount of \$.07 cents (7 cents) per watt for each watt of installed DC capacity of the Systems. This payment compensates Michaud Law Group LLC for their considerable time and resources committed at no charge to the Town for assisting the Town with this RFP. The RFP Fee payment schedule shall be as follows: 20% concurrent with the PPA execution date; 30% within five (5) days of ZREC/LREC selection; and the remaining 50% within five (5) days of the commercial operation date of the System. Failure to pay the RFP Fee in a timely manner shall disqualify the selected proposer from this RFP and/or constitute an event of default under the PPA. Proposer may incorporate the RFP Fee into the proposed PPA Price under the RFP.

2. Advertising:

The selected Proposer shall not name the Town, or Michaud Law Group in its advertising, news releases, or promotional efforts without the Town's and Michaud Law prior written approval. Any permission to do so granted by the Town and Michaud Law Group to the selected Proposer shall not be deemed to be a statement about the quality of the selected Proposers' work or the Town's and Michaud Law Group's endorsement of the selected Proposer.

3. Cost for Preparing and Ownership of Proposals:

The costs incurred by the Proposers in developing their proposals are their sole responsibility, and the Town and Michaud Law Group shall have no liability for such cost. All proposals submitted shall become the Town's property and will not be returned to the Proposers.

4. 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, proprietary, 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, 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 any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

5. Insurance:

The selected Proposer shall, at its own expense and cost, obtain and keep in force at a minimum the insurance coverage listed in the PPA. The Town reserves the right to request from the selected Proposer a complete, certified copy of each such required insurance policy naming the Proposer's counterparty in the PPA as a named insured.

6. Compliance with Immigration Laws:

By submitting a proposal, each Proposer confirms that it has complied, and during the term of the PPA will comply, with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the PPA will always be authorized for employment in the United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the PPA and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the PPA.

The selected Proposer shall defend, indemnify, and hold harmless the Town and Michaud Law Group and their respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively,

the “Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, 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 obligations under IRCA imposed upon the selected Proposer or any of its subcontractors. The selected Proposer shall also be required to pay all attorney’s fees and costs incurred by the Indemnified Parties in enforcing any of the selected Proposer’s obligations under this provision, whether a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the PPA.

7. Non-Collusion Bidding Certificate:

Each Proposer shall submit a completed Proposer’s Non-Collusion Bidding Certificate that is attached to this RFP in Exhibit B. Additionally, each Proposer shall submit a completed Town Bidder Hold Harmless Agreement that is attached to this RFP.

8. 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 General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The selected 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 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 all attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the selected Proposer’s obligations under this section, whether a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

9. Prevailing Wages:

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town’s jurisdiction. A selected Proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person’s wages the amount of payment or contribution for such person’s classification on each pay day. Upon Contract award, the selected Proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the selected Proposer and its subcontractors. The Connecticut Department of Labor, Wage and Workplace Standards Division’s Wage and Labor Compliance package is incorporated into the RFP by this reference.

10. 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 PPA, 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 Town is 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.

11. 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.

12. 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 PPA 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 PPA.

IX. AWARD CRITERIA & SELECTION:

A. Proposal Opening and Review:

All Proposals will be opened and analyzed by Michaud Law Group. Michaud Law Group will provide a recommendation and ranking of the proposals to the Town. The Town will ultimately select the winning proposal or proposals and execute a PPA, and, if applicable, a land lease/license with the Proposer.

B. Proposal Selection:

The Town will select proposal that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. Although price will be an important factor, it will not be the only basis for an award. Due to the complexity of the System(s) and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based upon lowest energy pricing alone. The Town will use the following criteria, among others, in evaluating proposals:

1. Proposal completeness and compliance with the RFP's requirements;
2. Financial strength and stability;
3. Photovoltaic engineering, project and construction experience;
4. Project engineering analysis;
5. Recent prior PPA experience;
6. Equipment proposed for the Systems;
7. Customer service and maintenance capabilities;
8. PPA price/energy payment structure; and
9. Likelihood that the proposal will be awarded a CT ZREC or LREC contract.

C. Proposal Disqualification:

The Town will not select any proposal from a Proposer that is in arrears or in default to the Town regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

D. Preliminary Award:

The Town will select the proposal that it deems to be in the Town's best interests and issue a Preliminary Notice of Award to the selected Proposer. 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 agreements, if any, are executed by the Town and a Proposer, and only to the extent of the obligations set out in such related agreements. Neither this RFP nor any actions taken by the Town and/or Michaud Law Group shall create any obligation toward any Proposer.

E. PPA Execution Deadline:

If the selected Proposer and the Town have not executed a PPA ten (10) days before the ZREC/LREC Auction Date, for any reason including the Proposers failure to pay the RFP Fee to Michaud Law Group LLC, the Proposer acknowledges and agrees that, unless extended by the Town in its sole discretion, the Town may enter discussions with another Proposer under the RFP.

EXHIBIT A

INITIAL DISCLOSURE FORM

1. Exceptions to the RFP (please check the one that applies)

This proposal does not take exception to any requirement of the RFP, including but not only any of the terms of the PPA that is a part of this RFP.

This proposal does take exception to requirements of the RFP. The specific exceptions are listed in a separate attachment.

2. State Debarment List

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

Yes

No

3. 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.

4. 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.

5. 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.

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 INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

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 Disclosure Form.

This form must be signed and returned with bid

EXHIBIT B

NON-COLLUSION BIDDING CERTIFICATE

The undersigned bidder acknowledges and agrees that the attached response and offer submitted by bidder is submitted in connection with the proposal to provide Town with a Power Purchase Agreement ("PPA"). By submission of this bid, each bidder and each person signing on behalf of any bidder 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 bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the bidder 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 bids, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto 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 _____, 2018

Notary Public

This form must be signed and returned with bid.

EXHIBIT C

TOWN BIDDER HOLD HARMLESS AGREEMENT

_____ (“Proposer”) hereby agrees that it will indemnify and save harmless the Town of Plainfield and Michaud Law Group LLC from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of Plainfield or Michaud Law Group LLC by reason of any omission or act of the bidder, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of Plainfield and/or Michaud Law Group LLC in defending any suit, including attorneys’ fees. Furthermore, at the option of the Town of Plainfield and/or Michaud Law Group LLC the bidder 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 _____, 2018

Notary Public

This form must be signed and returned with bid.

EXHIBIT D

PROPOSAL FORM

(This sheet must be completed)

Photovoltaic Module:

Manufacturer: (or equivalent): _____

Model: (or equivalent): _____

Quantity: (panels): _____

Mounting System: _____

Inverter:

Manufacturer: (or equivalent): _____

Quantity: _____

Model: (or equivalent): _____

PV Monitoring System: _____

	<u>Cost</u>	<u>\$/kilowatt</u>	<u>\$/Watt</u>
Generating Equipment:	\$ _____	\$ _____	\$ _____
Engineering & Permitting	\$ _____	\$ _____	\$ _____
Construction & Installation	\$ _____	\$ _____	\$ _____
Operations & Maintenance	\$ _____	\$ _____	\$ _____
RFP FEE	\$ _____	\$ _____	\$.07
TOTAL	\$ _____	\$ _____	\$ _____

kW Capacity: kW (STC) _____ kW (PTC) _____

Projected Annual AC Production: kWh at the meter _____

Proposed PPA Price/Escalator (0% and 1%) \$ _____

Provide a report showing the expected annual and total savings to the Town of Plainfield over the life of the 20-Year PPA for all the Systems based on the proposed PPA price and escalator rate (if any).

This form must be signed and returned with bid.

**EXHIBIT E
RFP FEE AGREEMENT**

(This RFP Agreement must be signed to participate in the RFP)

Proposer, if selected under this RFP, agrees to pay Michaud Law Group LLC an RFP Fee of \$0.07 cents (7 cents) per watt for each watt of installed DC capacity of the Systems installed for the Town of Plainfield. This RFP Fee payment compensates Michaud Law Group LLC for its considerable time and resources assisting the Town of Plainfield with the RFP.

The RFP Fee payment schedule shall be as follows: 20% concurrent with the PPA execution date; 30% within five (5) days of ZREC/LREC selection by Eversource; and the remaining 50% within five (5) days of the commercial operation date of the System.

Failure to pay the RFP Fee in a timely manner shall disqualify the selected proposer from this RFP and/or constitute an event of default under the PPA.

Proposer may incorporate the RFP Fee into the proposed PPA Price under the RFP.

By signing this RFP Fee Agreement, Proposer agrees to all terms and conditions of this RFP.

AGREED AND ACCEPTED:

Proposer Signature: _____

Proposer Name (Printed): _____

Proposer Company: _____

Date: _____

Proposers must sign and return this RFP Fee Agreement and include it with their RFP response to be considered under this RFP.

END OF RFP