



## LEGAL NOTICE

### TOWN OF NEW CANAAN, CONNECTICUT

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

The Town of New Canaan, Connecticut (the “Town”) requests proposals from experienced and qualified microgrid companies (“Proposers”) to design a microgrid, draft a microgrid application 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 microgrid if the Microgrid Application is approved by DEEP and the project is approved by the Town. In the alternative, Proposers are invited to also submit proposals that do not require a DEEP grant. A preferred microgrid configuration will be provided to interested Proposers to serve as a recommended basis system for consideration, adoption or modification. This basis system includes the key inclusion of Natural Gas-powered Fuel Cell systems in order to meet the DEEP resiliency requirements related to extended grid outage and may include other key elements related to demand and energy cost management such as energy storage components. Proposers are welcome to recommend alternative microgrid configurations provided these alternatives can meet or exceed the technical and financial metrics of the basis system.

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. No contractor may withdraw his proposal within 90 days after the actual date of the RFP opening. Additionally, the contract documents require the prompt commencement of the work. All contractors are requested to note that the award of this Contract is subject to the following conditions and contingencies: 1) The approval of such governmental agencies as may be required by law. 2) The appropriation of adequate funds by the proper agencies.

The documents comprising this RFP may be obtained electronically by contacting Ashley Heintz at The ECG Group at [ashley@theECGgroup.com](mailto:ashley@theECGgroup.com) and copying Paul R. Michaud, Esq. at Michaud Law Group LLC at [pmichaud@mlgcleanenergy.com](mailto:pmichaud@mlgcleanenergy.com), or on the Town’s website, [www.newcanaan.info](http://www.newcanaan.info), under government/public works/engineering/bids.

Proposals will be accepted until the deadline of 10:00 a.m. EDT on December 19, 2018.

**[END OF LEGAL NOTICE]**

**TOWN OF NEW CANAAN, CONNECTICUT**

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

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**FOR MICROGRID DESIGN, DEVELOPMENT AND INSTALLATION**

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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](mailto:ashley@theECGgroup.com) and copying Paul R. Michaud, Esq. at Michaud Law Group LLC at [pmichaud@mlgcleanenergy.com](mailto:pmichaud@mlgcleanenergy.com), or on the Town’s website, [www.newcanaan.info](http://www.newcanaan.info), under government/public works/engineering/bids.

Proposals will be accepted until the deadline of 10:00 a.m. EDT on TBD.

**A. PROPOSAL REQUIREMENTS**

1. Key Dates:

October 31, 2018	RFP Release & Issuance Date
November 15, 2018	Proposal Meeting and Site Walk – <b>MANDATORY</b> Location: New Canaan Town Hall, 77 Main Street, Board Room – 2 <sup>nd</sup> Floor New Canaan, CT 06840 Time: 10:00AM Additional proposal attachments will be distributed at the meeting.
December 19, 2018	Proposals Due no later than 10:00 a.m. EDT
TBD	Proposer review meetings, if applicable
TBD	Selection of Winning Proposal(s)
TBD	Notice to Proceed

2. Obtaining the RFP:

The RFP and accompanying materials may be obtained by contacting Ashley Heintz, The ECG Group at [ashley@theECGgroup.com](mailto:ashley@theECGgroup.com) and copying Paul R. Michaud, Michaud Law Group LLC at [pmichaud@mlgcleanenergy.com](mailto:pmichaud@mlgcleanenergy.com). This RFP and accompanying materials will also be posted on the Town's website, [www.newcanaan.info](http://www.newcanaan.info), under government/public works/engineering/bids.

3. Proposal Submissions:

All Proposers submitting proposals in response to this RFP must submit one (1) original and two (2) copies, to Tiger Mann, Director of Public Works, Public Works Department, Town Hall – 77 Main Street, New Canaan, Connecticut 06840 and one (1) electronic USB copy to Ashley Heintz, The ECG Group, 811 West Jericho Turnpike, Suite 202W, Smithtown, New York 11787, no later than 10:00 a.m. on December 19, 2018. All proposals must be in the format and requirements set forth in this RFP. RFP's must be delivered to both New Canaan and ECG. Late proposals will not be accepted. Proposers are solely responsible for ensuring the timely delivery of their proposals to both locations. All proposals shall be clearly labeled "RFP – Town of New Canaan 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. Microgrid Prequalification Technical Analysis Report

A detailed technical site prequalification report will be made available to all interested Proposers providing baseline energy use and cost, preliminary aggregate coincident microgrid loads projections, preliminary equipment production and utilization analysis and estimated cost of cogeneration based on current utility tariff structures. This site prequalification report will serve as the basis microgrid system for consideration, adoption or modification. Proposers are required to review this resource and to adapt or modify the approach and conclusions as desired or warranted. Comments on this basis system and the rationale for modifications and substitutions will be expected in the Proposers technical narrative and will be a key element on proposal evaluation. Effective levelized energy costs and other financial metrics provided in connection with the basis system will include both energy generation and utility purchase related costs and design, implementation and capital and related costs. Energy related costs are based on historical energy use provided and on anticipated fuel costs or ranges of costs anticipated. Non-energy related costs are based on preliminary concept design levels of detail only and will be subject to revisions specific to individual Proposers approach, team structure and implementation strategy.

5. Site Walk and Proposal meeting:

Proposers must attend the mandatory proposal meeting and site walk on November 15, 2018 at 10:00 a.m. at the New Canaan Town Hall, 77 Main Street, Board Room – 2<sup>nd</sup> Floor, New Canaan, CT 06840. Proposers will be given access to walk through the Town facilities to gather information and assess microgrid potential. 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.

6. 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](mailto:ashley@theECGgroup.com) with a copy to Paul R. Michaud, Esq. at [pmichaud@mlgcleanenergy.com](mailto:pmichaud@mlgcleanenergy.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.

7. Disclosures:

In the proposal, Proposers must disclose if applicable:

- Proposer's inability or unwillingness to meet any requirement of this RFP, including incorporating the fuel cell into the proposed microgrid;
- 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.

8. RFP Fee:

The Proposer selected by the Town shall pay the fees to Michaud Law Group LLC for legal services and The ECG Group for technical services in connection with the RFP as delineated in Section J, RFP Fee Agreement.

Michaud Law Group LLC's and The ECG's Group fees shall be provided directly by the selected Proposer according to the following milestones: 1.) 30% at the Notice to Proceed; 2.) 30% at Commencement of Construction; and 3.) 30% at fifty-percent of Completion; 4.) 10% at Substantial Completion.

Each of the payments shall be made to Michaud Law Group LLC and The ECG Group by the selected Proposer within 30 days of the above noted milestones. Failure to pay shall be subject to interest at the rate of 18% per annum and place the selected proposer in default under the microgrid program. Please see Section J of this RFP regarding the RFP Agreement.

**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 the following items. In the alternative, if the Town and Proposers agree to proceed with microgrid design and development outside of the DEEP grant program, these documents will also be required as a preliminary design requirement prior to proceeding with design development.

- 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 Proposer will be provided with a detailed baseline technical analysis of historical utility use and cost and preliminary analysis of microgrid systems. The selected Proposer shall update or adapt the compiled information from historical energy consumption and the utility accounts for the facilities in the proposed Microgrid as needed, and be responsible to:

- Develop an independent 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 Proposers shall consider the following Town facilities for inclusion in the Microgrid:

<b>Building</b>	<b>Square Feet</b>	<b>Address</b>
<b>Microgrid Group One</b>		
New Canaan High School	320,000	11 Farm Road
Saxe Middle School	235,000	468 South Avenue
South Elementary	80,000	8 Farm Road/Gower Road
Parks Garage @ Saxe School	7,500	63 Farm Road
Waveny Care Center 501c3	60,000	3 Farm Road
New Canaan YMCA 501c3	110,000	564 South Avenue

In addition to the Town Facilities shown above, the selected Proposer shall fully comply with subsection (5) “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 and must incorporate the planned fuel cell and any additional generation equipment into the Microgrid.

5. Desired Future State:

The selected Proposer shall, at a minimum, propose the installation of a fully integrated Microgrid to allow the operation of the facilities with the electric grid and during extended electrical grid power outages. Proposer shall be responsible for all design, development, implementation, as well as operation related costs and any related equipment costs.

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-year term for each Microgrid Class I renewable energy generation system. All generation in connection with the Microgrid shall be financed under the terms and conditions of a Power Purchase Agreement (“PPA”) with the Town include pricing for 20-year term. Proposer shall be responsible for all design, development, implementation, as well as operation related costs and any related equipment costs. 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 be responsible for participation in the ZREC/LREC auction and will include any related benefits in their PPA rate determination. **Alternatively, if the Town has already procured ZREC/LREC, or successor program, the Town will assign to the provider.** 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 consumed from the system as set forth in an executed PPA(s).

**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 municipalities 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 D 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, 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 APPROVAL FROM THE STATE OF CONNECTICUT THROUGH THE CONNECTICUT MICROGRID PROGRAM AND/OR THE TOWN BOARD OF SELECTMEN.
- 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 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 because 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 after date of submission excluding any system modification required by DEEP review. 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.



## 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 must also 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.

Proposals that do not provide financial analysis and quantification of net costs and benefits will be deemed non-responsive and may be rejected without further review.

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. 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 regarding 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:

- a. DEEP Grant Program: 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 agreement, in writing, of both parties. The term(s) of such extension(s) shall also be with the 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 because 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 agreement, in writing, of both parties prior to the start of the extension period for which the fees apply.
- b. Non-DEEP Grant Program: 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. All Power Purchase Agreements for generation will have a term of 20 years.

## **F. MISCELLANEOUS**

### **1. Not a Contract:**

Except for the RFP Fee Agreement included with the RFP in Section J, 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 limited to 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 Director of Public Works 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 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 New Canaan 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 New Canaan as additional insured. Must meet CIRMA recommended limits/CIRMA recommends Professional or EO Liability.
- 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 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.

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. 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 always 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 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 a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the pertinent Contracts.

17. Non-resident 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 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.

18. Disclosure Forms and Non-Collusion Affidavit:

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.

19. Conflict of Interest Clause for RFP:

By submitting a bid or entering into a transaction with the Town of New Canaan, including the Board of Education (collectively, the "Town"), the bidder certifies that no payment, gift or thing of value of any kind was given or promised to or received by any person holding office or employment with the Town for the purpose of gaining acceptance of the bid or bringing about the transaction. A false certification shall void the bid and shall be deemed a material breach of any contract covering the transaction.

**G. INITIAL DISCLOSURE FORM**

1. Exceptions to the RFP

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

Yes  
 No

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 \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ DATE: \_\_\_\_\_  
(SIGNATURE)



**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)

\_\_\_\_\_  
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."

\_\_\_\_\_

**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 New Canaan 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 inducing the Town of New Canaan 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## J. RFP FEE AGREEMENT

***Proposers must sign and return this RFP Fee Agreement and include it with their RFP response in order to be considered under this Microgrid RFP. Please note this agreement is two pages.***

The Proposer, if selected by the Town under this Microgrid RFP, agrees to pay Michaud Law Group LLC and The ECG Group an RFP Fee as stated below. *Please note that the Total Project Cost/Project Construction Cost\*, mentioned below, shall have the same meaning as found in the Capital Budget Summary in Chart E-1 of the DEEP Grant Application.*

Legal (Michaud Law Group LLC):

- If total Microgrid project construction cost (including the cost of the fuel cell) is \$2,000,000 or greater: the fee shall be 3% of total Microgrid project construction cost.
- If the total Microgrid project construction cost (including the cost of the fuel cell) is under \$2,000,000: the fee shall be 4% of total Microgrid project construction cost.

Technical (The ECG Group):

- If total Microgrid project construction cost (including the cost of the fuel cell) is \$2,000,000 or greater: the fee shall be 6% of total project construction cost.
- If the total Microgrid project construction cost (including the cost of the fuel cell) is under \$2,000,000: the fee shall be 7% of total Microgrid project construction cost.

The above RFP Fee payment structure compensates Michaud Law Group LLC and The ECG Group for their considerable time and resources assisting the Town with the RFP.

The RFP Fee payment schedule is as follows: (1) 30% at Notice to Proceed; (2) 30% at Commencement of Construction; (3) 30% at fifty-percent of Completion of Construction; and (4) 10% at Substantial Completion of Construction.

Each of the payments under the RFP payment schedule shall be made to Michaud Law Group LLC and The ECG Group within 30 days of the above noted milestones. 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 Town's microgrid agreement.

*\*The Total Project Cost/Construction Cost is the "Total Project Cost – Sum of all columns" in the DEEP CT Application Capital Budget Summary Chart (E-1)'s bottom line. This represents all engineering, fees, equipment, installation, interconnection, equipment and all related system costs. If the development occurs outside of the CT DEEP Grant, the Total Project Cost/Construction Cost remains the equivalent to the CT DEEP Grant E-1 bottom line. Please go to the following website for more information regarding these forms: <http://www.ct.gov/deep/cwp/view.asp?a=4405&Q=508780>.*

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: \_\_\_\_\_