

LEGAL NOTICE

TOWN OF AVON, CONNECTICUT

REQUEST FOR PROPOSALS

**POWER PURCHASE AGREEMENT FOR SOLAR PHOTOVOLTAIC SYSTEMS AND
MONETIZED MUNICIPAL OR
AGRICULTURAL VIRTUAL NET METERING CREDITS**

The Town of Avon invites sealed proposals from solar energy service providers to design, install, finance, own, operate and maintain one or more solar photovoltaic systems at certain Town facilities under a power purchase agreement. The Town anticipates purchasing from the provider all of the energy output generated by the systems. The Town also invites sealed proposals from solar energy services providers for monetized virtual net metering credits produced under municipal or agricultural virtual net metering. **The Town must receive sealed proposals by 5:00 p.m. on January 31, 2014.**

The documents comprising the Request for Proposals may be obtained electronically by contacting Paul R. Michaud at Murtha Cullina LLP at pmichaud@murthalaw.com.

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 proposer or proposer that, in the Town’s judgment, will be in the Town’s best interests.

Any contracts shall be non-binding until all approvals are received from the following Town entities as applicable: Town Council, Board of Finance, Town Meeting, Board of Education or any other Town regulatory board or Town official having jurisdiction.

[END OF LEGAL NOTICE]

TOWN OF AVON, CONNECTICUT

REQUEST FOR PROPOSALS

POWER PURCHASE AGREEMENT FOR SOLAR PHOTOVOLTAIC SYSTEMS AND MONETIZED MUNICIPAL OR AGRICULTURAL VIRTUAL NET METERING CREDITS

The Town of Avon (“Town”) wishes to reduce its carbon footprint and to optimize the rates paid for electricity through the installation of one or more solar photovoltaic (“PV”) systems at certain Town facilities (“Projects”). The purpose of this Request for Proposals is to seek one or more Third-Party Solar Energy Services Providers (“Solar Providers”) to design, install, finance, own, operate, and maintain the Projects pursuant to the terms and conditions of a Solar Energy Power Purchase Agreement (“PPA”). The Town will purchase from the selected Solar Providers all of the energy output generated by the Projects in accordance with the terms and conditions of the PPA. The Town also invites sealed proposals from solar energy services providers for monetized virtual net metering credits produced under municipal or agricultural virtual net metering. Under the terms of the PPA, the sale and purchase of electricity, or monetized virtual net metering credits, is conditioned upon, among other things, the selected Solar Provider’s successful participation in the Connecticut Zero Emissions and Low Emissions Renewable Energy Credit Auction Program (“ZREC/LREC Program”).

Murtha Cullina LLP is administering this RFP on behalf of the Town. One (1) original and one (1) copy of sealed proposals must be received by Murtha Cullina LLP (Attention: Paul R. Michaud), CityPlace I, 185 Asylum Street, Hartford, CT 06103 no later than by 5:00 p.m. on January 31, 2014. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

Proposals must be held firm and cannot be withdrawn for ninety (90) calendar days after the opening date. The Town reserves the right to amend or terminate this Request for Proposals, 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 proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:

- A. RFP Instructions
- B. Proposal Specifications
- C. Proposal Form
- D. Initial Disclosure Form
- E. Legal Status Disclosure Form
- F. Non-Collusion Affidavit
- G. Attachments (i.e. Model PPA, Facility Electric Bills, School Roof Replacement Schedule, and Town Facility Roof Information.)

A. RFP INSTRUCTIONS

1. Introduction

This RFP is not a contract offer, and no contract will exist unless and until a PPA is signed by the Town and the successful Solar Provider.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.

2. Right To Amend Or Terminate The RFP

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

3. Key Dates

December 20, 2013	RFP Release Date
January 3, 2014	Solar Providers will provide a list of facilities with potential for solar system
January 9, 2014	Municipal site visit by interested solar providers (weather permitting)
January 31, 2014	RFP Proposals Due by 5:00 p.m.
February 28, 2014	Selection of winning proposals (can be more than one solar provider, but one solar provider per facility)
March 14, 2014	PPAs Executed
March/April 2014	ZREC/LREC Auction
TBD	Notice to Proceed

The site visit (not mandatory) is scheduled to begin at 10:00 a.m. on January 9, 2014. Prospective proposers should meet at the Town of Avon, Town Hall.

4. Obtaining the RFP

All documents that are a part of this RFP may be obtained by contacting Paul R. Michaud at Murtha Cullina LLP at pmichaud@murthalaw.com.

5. Proposal Submission Instructions

Proposals must be received by Murtha Cullina LLP (Attention: Paul R. Michaud), CityPlace I, 185 Asylum Street, Hartford, CT 06103 no later than by 5:00 p.m. on January 31, 2014.

Submissions by e-mail or fax will not be accepted. The Town will reject proposals received after the date and time noted above. Do not send proposals directly to the Town. All proposals must be sent to Murtha Cullina LLP.

One (1) original and one (1) copy of all proposal documents must be submitted in sealed envelopes clearly labeled with the proposer’s name, the proposer’s address, the words "PROPOSAL DOCUMENTS."

Proposal prices and other system information must be submitted on the Proposal Form included in this RFP. Proposals may be withdrawn personally or in writing provided that Murtha Cullina LLP, on behalf of the Town, receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for ninety (90) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a PPA with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. Questions

Questions concerning the process and procedures applicable to this RFP, and concerning this RFP's Specifications or the PPA are to be submitted in writing by e-mail and directed only to:

Town Representative Name: Paul R. Michaud, Esq.
E-mail: pmichaud@murthalaw.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 the Town representative listed above, 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 statement.

7. 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.

8. Costs For Preparing Proposal

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

9. Ownership Of Proposals

All proposals submitted become the Town's property and will not be returned to proposers.

10. 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, 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 but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. Required Disclosures

In its Proposal Form each proposer must disclose if applicable:

- a. Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the terms of the PPA;
- b. If it is listed on the State of Connecticut's Debarment List;
- c. If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the contracts because of occupational safety and health law violations;
- d. 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;
- e. All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- f. 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 projects or contracts.

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

12. 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.

13. 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 it is capable of performing the work to achieve the Town's objectives.

14. Insurance

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Solar Energy Power Purchase Agreement ("PPA") that is a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

15. Award Criteria; Selection; PPA Execution

See Proposal Specifications below.

16. 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 it provides under the PPA 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 PPA 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 PPA.

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 successful proposer or its subcontractor. The successful 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 successful 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 PPA.

17. Advertising

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

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.

18. Non Collusion Affidavit

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

B. PROPOSAL SPECIFICATIONS

1. PROJECT DESCRIPTION

The Town has determined that the following Town facilities are potential sites for solar PV systems:

Building Name	Location	Purpose
Avon High School	510 West Avon Road	School
Avon Middle School	375 West Avon Road	School
Pine Grove School	151 Scoville Road	School
Roaring Brook School	30 Old Wheeler Lane	School
Thompson Brook School	150 Thompson Road	School
Avon Free Public Library	281 Country Club Road	Library
Avon Fire Company 1	25 Darling Drive	Fire Station
Avon Fire Company 2	106 Secret Lake Road	Fire Station
Avon Fire Company 3	490 West Avon Road	Fire Station
Avon Fire Company 4	367 Huckleberry Hill Road	Fire Station
Sycamore Pool House	635 West Avon Road	Pool House
Avon Senior Center	635 West Avon Road	Senior Center
Avon Town Offices Building 1	60 West Main Street	Town Offices
Avon Town Offices Building 2	60 West Main Street	Town Offices
Avon Town Offices Building 3	60 West Main Street	Police Department
Avon Town Offices Building 4	60 West Main Street	Police Department
Avon Town Offices Building 5	60 West Main Street	Town Offices
Avon Town Offices Building 6	60 West Main Street	Town Offices
Avon Town Offices Building 7	60 West Main Street	Town Offices
Avon Town Building 8	60 West Main Street	Police Gym
Avon Landfill	281 Huckleberry Hill Road	Transfer Station Office
Avon Landfill	281 Huckleberry Hill Road	Transfer Station
Country Side Park	335 Huckleberry Hill Road	Recreation Programs

Public Works Facility	11 Arch Road	Administrative Office
Public Works Annex	11 Arch Road	Ambulance Bay/Storage
Towpath Annex	34 Simsbury Road	School
Storage Building	99 Thompson Road	Storage
Storage Building	3 Harris Road	Storage
Storage Building	509 West Avon Road	Storage

The selected Solar Provider(s) will design, install, finance, own, operate, and maintain solar PV systems that will maximize the solar resources at one or more of these Project sites, taking into account each facility's electrical demand and load patterns, installation site, available solar resource, installation costs and other relevant factors.

Solar Service Providers shall provide the Town with a list of Town Facilities with the potential for a solar system on or before January 3, 2014. The list should be e-mailed to Paul R. Michaud at pmihaud@murthalaw.com.

2. POWER PURCHASE AGREEMENT

The Town expects that the Projects will be designed, installed, financed, owned, operated, and maintained pursuant to the terms and conditions of a PPA between the Town and the Solar Provider. The PPA will apply to each Project. The PPA is expected to be for a 15 or 20-year term with options to extend and with available buyout options. The Town will pay no up-front fees in connection with the installation of the Projects. At the end of the PPA term or any renewal term, and should the Town choose not to purchase the solar PV systems, the Solar Provider will remove the Solar PV systems and return the Project sites to pre-existing conditions, all at the Solar Provider's sole cost and expense and at no cost or expense to the Town.

The Town expects that the PPA will be in the form attached to this RFP. The Town expects an alternate PPA will be utilized for proposals from solar energy services providers for monetized virtual net metering.

Included in the PPA will be a service fee in the amount of \$0.03 per watt payable to Murtha Cullina LLP for conducting this RFP. Proposers may include the amount of this fee in their proposed PPA price.

3. Solar Provider Qualifications

The selected Solar Provider or Solar Providers will demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform its role in the solar PV installations. The selected Solar Provider or Solar Providers shall possess all applicable valid and pertinent State of Connecticut contractor construction licenses for the installation of commercial solar PV systems in this state.

4. PROJECT SCOPE AND STANDARDS

The selected Solar Provider will design, install, finance, own, operate, and maintain the Projects pursuant to the terms and conditions of a PPA, and the Town will purchase from the Solar Provider all of the energy output generated by the Projects in accordance with the terms and conditions of the PPA. The scope of this RFP is all inclusive and includes planning, engineering,

labor, materials, delivery, installation and commissioning, as well as all warranties and maintenance as described more fully in the PPA.

- Solar panels may be located on the roofs of the Projects.
- All solar panels, tracks and anchoring equipment shall meet applicable building codes.
- All equipment shall be UL listed.
- The Projects must use energy-generation devices that are commercially available and offer warranties, spare parts, and service commensurate with their commercial status.
- Solar production shall include web-based monitoring and shall monitor the electrical use of the facilities in real time. Both the solar production and avoided emissions of the Projects shall be electronically displayed for public viewing via a monitor.

This section does not fully list all system requirements or all of the selected Solar Provider's obligations. The PPA that is a part of this RFP contains all of the terms, standards and obligations of the selected Solar Provider or Solar Providers, and each proposer must review it carefully and make its proposal in light of its terms.

5. Proposal Contents

Proposals shall include the following information and documents, be clear and unambiguous, and be presented in the manner set forth below:

- a. A Project Understanding Summary that includes: an overview of the principal elements of the proposal; demonstration of an understanding of the project objectives; a description of the proposer's approach to solar PV systems; any suggestions or special concerns about which the Town should be aware; the proposed configuration of equipment; and any additional scope of work tasks proposed as necessary for the successful completion of the Projects;
- b. A system schematic design layout for the solar PV systems, including PV model type and model no., wattage, number of modules, year 1 production, degradation percentage, inverter type and model, mounting system type, azimuth, tilt, system size AC and DC, and the impact on time demand-related charges on the Town's utility bills and daily demand charges (peak demand and time tariff);
- c. Details about the estimated KWh generated by the proposed photovoltaic systems, including all necessary assumptions -- for example, sun light availability, dark time, maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc.;
- d. A complete project schedule indicating major project milestones and durations;
- e. Sufficient information for the Town to evaluate the Solar Provider's ability to successfully complete the scope of work;
- f. Sufficient, current information indicating the Solar Provider's financial strength in terms of capital and liquid assets sufficient to successfully complete the projects listed in this RFP (such information may include but not be limited to bank references, tax returns, income statements, etc.), and the stability of the Solar Provider in terms of length of service, professional capabilities, construction experience and capabilities over time;

- g. A list of at least five (5) similar projects that the Solar Provider has completed within the last three (3) years. Project information must include project description, client name (and the person to contact, telephone number(s) and e-mail addresses), year completed, project construction and design cost, and a description of the each project's track record;
- h. A description of the Solar Provider's capability to monitor PV generating systems (for example only, the number of systems it monitors in centralized stations, etc.);
- i. A description of the Solar Provider's ability to respond quickly, efficiently and cost effectively to service calls so the photovoltaic systems are operating at optimum output;
- j. A statement that, if selected, the Solar Provider agrees to comply with all of the terms and conditions of all grants that may be received;
- k. The completed Proposer's Legal Status Disclosure Form;
- l. The completed Proposer's Non Collusion Affidavit; and
- m. The completed Proposal Form. The price proposal shall set forth the financial terms of the PPA with the assumption that the successful Solar Provider will receive a contract with CL&P pursuant to the ZREC/LREC Auction Program. **The Proposer must include the ZREC or LREC prices that it will be bid in the next ZREC/LREC auction for each Project.**

6. AWARD CRITERIA; SELECTION; PPA

All proposals will be opened and analyzed by Murtha Cullina LLP. Murtha Cullina LLP will recommend the winning proposals to the Town. **The Town will ultimately select the winning proposal or proposals and execute PPAs with the selected solar providers.**

The Town and its representatives reserve the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or a decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights 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 also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept 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, among others, in evaluating proposals:

- a. Proposal completeness and compliance with the RFP's requirements;
- b. Financial strength and stability;
- c. Photovoltaic engineering, project and construction experience;
- d. Project engineering analysis;
- e. Recent prior PPA experience;
- f. Photovoltaic performance monitoring capabilities;

- g. Customer service and maintenance capabilities;
- h. PPA price/energy payment rate proposal; and
- i. Likelihood that the proposal will win the ZREC/LREC Auction.

The Town will not award the proposal to any business that 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. 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 a PPA is executed by the Town and the proposer.**

If the proposer does not execute the PPA by **February 28, 2014**, unless extended by the Town, the Town may enter into discussions with another proposer.

7. Insurance Requirements

See PPA attached.

8. Compliance with Law

The selected Solar Provider 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 PPA.

C. PROPOSAL FORM

FACILITY NAME: _____

Photovoltaic Module:

Manufacturer: (or equivalent): _____

Model: (or equivalent): _____

Quantity: (panels): _____

Inverter:

Manufacturer: (or equivalent): _____

Model: (or equivalent): _____

	<u>Cost</u>	<u>\$/kilowatt</u>	<u>\$/Watt</u>
Generating Equipment:	\$ _____	\$ _____	\$ _____
Engineering & Permitting	\$ _____	\$ _____	\$ _____
Construction & Installation	\$ _____	\$ _____	\$ _____
Operations & Maintenance (15 yrs.)	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

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

Projected Annual AC Production: kWh at the meter _____

Price per kWh (PPA Price) \$ _____

Escalation Factor (if any) _____%

ZREC Bid Price \$ _____

If applicable, the monetized agricultural VNM credit price per kWh (VNM Price) \$ _____

*Please make additional copies of this form if you are proposing more than one project.

D. INITIAL DISCLOSURE FORM

1. Exceptions to the RFP

_____ 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.

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 Projects 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 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 COMPROMISING THE RFP, INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

E. 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

F. 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 Avon 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 Avon 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 _____, 2014.

Notary Public
My Commission Expires:

G. RFP ATTACHMENTS

- Model Solar Power Purchase Agreement (Note: An alternate form of PPA will be used for monetized municipal and agricultural VNM credit proposals)
- Town Facility Electric Bills
- School Roof Replacement Schedule
- Town Facility Roof Information

[END OF RFP]