

LEGAL NOTICE

TOWN OF POMFRET, CONNECTICUT

**REQUEST FOR PROPOSAL
FOR
PHOTOVOLTAIC (PV) SYSTEM ON TOWN LAND**

The Town of Pomfret, Connecticut (the "Town") invites land lease price proposals from solar electric engineering, procurement and construction contractors ("Solar Companies") to engineer, design, construct, finance, and own a 2 MW to 20 MW output ground-mounted photovoltaic system on Town-owned land for submission into Connecticut's upcoming RFP for 2 MW to 20 MW renewable energy systems for long-term contracts with Eversource.

The Town reserves the right to amend or terminate this Request for Proposal ("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 Solar Company that, in the Town's judgment, will be in the Town's best interests.

Any award under this RFP to a Solar Company shall be non-binding on the parties unless and until all pertinent written contracts (i.e. "Lease Option Agreement") are signed by the Town and the selected Solar Company. Said Lease Option Agreement will be upon terms mutually acceptable to the town and the successful contract awardee. Any final lease agree will be further subject to Town of Pomfret Planning Commission review and reporting requirements, and to Town Meeting approval, as required by C.G.S. Sec. 8-24.

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

[END OF LEGAL NOTICE]

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Request for Proposal

For a Solar PV Project

(2 MW to 20 MW)

Pomfret, Connecticut

November 11, 2015

Paul R. Michaud, Counsel
Murtha Cullina LLP

pmichaud@murthalaw.com



Murtha Cullina LLP | Attorneys at Law | www.murthalaw.com
CityPlace I, 185 Asylum Street | Hartford | CT | 06103-3469
Direct: 860-240-6131
Fax: 860-240-5935

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1.0 INTRODUCTION

1.1 RFP Overview

In anticipation of the State of Connecticut issuing a notice of request for proposals from private developers for clean energy and storage, solely or as part of a multi-state initiative, Murtha Cullina LLP is issuing this Request for Proposal (RFP) from a select group of highly qualified solar developers to construct, own and operate one or more qualifying solar PV projects (and possibly energy storage) to be located on two contiguous properties located in and owned by the Town of Pomfret, Connecticut. It is the intent of this RFP to identify and select one or more Proposers that have the interest in developing solar energy projects (and possibly energy storage) through the anticipated State of Connecticut procurement process on the property owner's ("Owner" or "Town") property. The Town anticipates a lease option agreement, or other means of compensation, to host the solar facility(s) on the property. The Town will evaluate the RFP responses and then select a partner or partners. The Town's goal regarding this RFP is to have the most solar capacity installed on the property that is technically and financially feasible. Proposers must bear all costs of developing their RFP responses and any future costs associated with submission of a proposal under the state procurement process.

1.2 Anticipated State Procurement

In December 2013, the Governors of the six New England states committed to an energy initiative to support "more thoughtful and strategic investments" in the regional energy mix in a way that reduces energy costs, increases economic development, and improves air quality. In April 2015, the Governors of the New England states re-committed to coordinating and implementing solutions to address the region's energy challenges. In March 2015, DEEP released its 2014 Integrated Resources Plan for Connecticut ("2014 IRP"), which is a biennial plan that assesses the state's future electric needs and plans to meet those needs with both demand-side resources and supply-side resources. The 2014 IRP recommended competitive procurement open to a broad range of resources—including gas infrastructure, clean energy generation, and measures that reduce electricity demand—to relieve the region's natural gas infrastructure constraints, ultimately improving winter reliability and reducing generation costs. In June 2015, the Connecticut General Assembly passed, and Governor Malloy signed, into law Public Act 15-107, An Act Concerning Affordable and Reliable Energy, which authorizes the Commissioner of DEEP, in consultation with the state's procurement manager, the Office of Consumer Counsel, and the Attorney General, to issue multiple solicitations—either alone or in coordination with other New England states—for long-term contracts from providers of resources that can provide Connecticut's reasonable share of the investments New England needs to address the gas infrastructure challenge.

The Act establishes three categories of resources eligible to compete in solicitations. The purpose of this RFP is to respond to the category which will allow for:

- (1) passive demand response measures capable of reducing electric demand by one megawatt or more, either alone or through aggregation; and
- (2) Class I renewable energy sources and Class III sources, as defined in section 16-1 of the general statutes, so long as any such facility has a nameplate capacity rating of more than two megawatts and less than twenty megawatts.

Additionally, Section 1(b) of the Act gives DEEP the discretion to solicit proposals for energy storage systems, as defined in section 16-1 of the general statutes, as amended by Section 2 of the Act, that are capable of storing up to twenty megawatts of energy. Proposals submitted under Section 1(b) must reduce electric demand and improve resiliency and grid reliability in Connecticut.

Any bid made under the state solicitation must provide for the Delivery of Qualified Clean Energy and/or associated RECs from Eligible Facilities with a minimum nameplate rating of 2 MW up to 20 MW. An Eligible Bidder may offer bids for a portion of the production of Qualified Clean Energy and/or RECs from its proposed Eligible Facility, provided such portion is 2 MW or greater. A copy of DEEP's draft renewable RFP is attached. DEEP is expected to release the renewable RFP sometime in November or December of this year.

1.3 Site Description

The subject site consists of a ± 178- acre tract of land (referred to as the Murdock property) located at 434 Killingly Road/Route 101, purchased by the Town of Pomfret in 1978, and an additional town-owned 10 acres at 89 Searles Road (Figures 1 and 2). Access to the site is provided by frontage along Killingly Road. Other than a now-abandoned gravel mining operation in the northeast sector, the site is vacant and predominantly wooded with well-defined wetlands. Wetland soils are associated with the Quinebaug River which serves as the eastern property boundary, an unnamed tributary with flows through the central portion of the site into the Quinebaug River and White Brook, along the western boundary of the site. A 360-ft wide right-of-way granted to Connecticut Light & Power (now EverSource) occupies the eastern portion of the site and a 125-foot AT&T right-of-way containing reportedly buried cable runs through the site in an east to west direction (Figure 3).

The Town of Pomfret's current zoning map designates the entire site as Commercial/Business (CB) District. Pomfret's Zoning Regulations (November 1, 2012) do not address siting of ground-mounted solar arrays though consideration is given to arrays as temporary structures (limited to 15 months) to test the feasibility of solar intensity. Given the size of the solar array being requested, the Connecticut Siting Council is expected to exercise jurisdiction over the project and therefore may supersede local land use approvals. In the event that the Connecticut Siting Council does not exercise such jurisdiction, the contemplated use will be subject to any applicable Town of Pomfret Land Use regulatory requirements.

1.4 Site Mapping

Attached with this RFP are figures depicting mapping obtained from readily available sources that illustrate the current condition of the site. No specific attempt has been made to evaluate the accuracy of the information contained within the figures. No specific site survey mapping is available from the owner of the site. The developer will be responsible for generating any and all surveys required for the ultimate proposal effort and for construction purposes.

2.0 RFP RESPONSE INSTRUCTIONS

2.1 Contacting Town

All questions must be directed to Mr. Paul Michaud of Murtha Cullina LLP via email at pmichaud@murthalaw.com.

Respondents are prohibited from contacting the property owner for any reason unless authorized and arranged through Mr. Michaud. Unauthorized contact will result in disqualification.

2.2 Submission Requirements

Responses are to be emailed to: Mr. Paul Michaud, Murtha Cullina LLP, at: pmichaud@murthalaw.com

In the email, please place "RFP Response" in the subject line.

2.3 RFP Schedule

The schedule for the RFP is listed as follows:

SCHEDULE:	DATES:
Issue Date of this RFP	11/11/15
Proposer email response indicating a possible interest in responding to the RFP	11/18/15 or earlier
Voluntary Site Walk for Proposers	TBD
RFP Due Date	11/30/15
Notice to the Selected Solar Provider(s)	TBD

2.4 Intentionally Left Blank

2.5 Response Overview

In order to facilitate the analysis of replies to this RFP, responses should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity.

2.6 Required Response Format

The RFP response shall include one document that follows the overall layout described below. Promotional or marketing materials or other information not specifically requested below should not be included in your response.

RFP Response Document

- **Letter of Interest.** Provide a letter stating the interest in proceeding with potential development of this site. In the letter, please provide what the respondent feels is an appropriate and cost effective size of the system that can be built on site. Also include the name, address and contact information of the respondent and the respondent's agent or representative to be contacted regarding the submission. The letter should be signed and dated by a duly authorized representative of the respondent.
- **Executive Summary.** Provide a concise high-level overview of the firm, its history and capabilities to engineer, permit, construct, own and operate a large scale ground mounted PV system on the selected site. Structure this section in a manner that allows it to serve as a stand-alone summary when separated from other sections of the Proposal. (Maximum of 2 pages.)
- **Question and Answers.** Provide detailed/complete responses to the questions in Section 3 of this RFP document. Restate the question, using the same sequential order as listed, and flow with the answer immediately below.

3.0 RFP QUESTIONS

This section pertains to information about the Proposer's general qualifications, experience and ability to finance and construct the proposed project. The responses from this section will be evaluated to identify a short list of respondents that the Town deems most appropriate to proceed with further evaluation and discussions.

When responding, restate the number and the question, and provide your answer immediately following the question.

3.1 Corporate Background

- 3.1.1. Years the company has been in business
- 3.1.2. Annual revenue/sales
- 3.1.3. Address of the corporate office and office from which the project will be managed

3.2 Staffing

- 3.2.1. Name of point of contact.
- 3.2.2. Organizational structure of subcontracting and/or partnering agreements to provide any of the services outlined in this RFP. List the services and identify the subcontractors and their respective roles and areas of involvement.

3.3 Firm Stability

- 3.3.1. Demonstrate its financial stability and sustainability.

3.4 Ability to Provide Bonding, Financing & Insurance.

- 3.4.1. Demonstrate the ability to post a \$25,000 bid security, and the capacity to provide performance and payment bonds to secure construction of the Project. Submit a table of sources and uses of capital for the development and construction of the Project.
- 3.4.2. Provide a summary of proposed insurance coverage for the Project, and a certificate of its corporate insurance program.

3.5 EPC Relevant Experience

- 3.5.1. Demonstrate successful completion of at least 20 MW of commercial-scale solar projects in the U.S., including at least three project of 2 MW or larger. Include a summary of completed projects including size and location.
- 3.5.2. Provide details of at least three projects developed and constructed under a PPA including location, size, date of completion, and financing structure. The Proposer must

identify the role of all proposed subcontractors and demonstrate their relevant qualifications & experience

- 3.5.3. Describe experience operating and maintaining similar facilities and provide a list of PV facilities currently owned.
-

3.6 Customer References

- 3.6.1. Provide at least three customer references for projects of similar size where you have successfully performed similar project work. Include company name, contact name, email address and phone number.

3.7 Proposed Fee Structure

- 3.7.1. Provide a proposed fee structure that may include a lease option and fixed lease payments, or host payments linked to the value of energy and other revenues, production or capacity based payments, a combination of these or other actions, or any other arrangement the Proposer wishes the Town to consider. Please include key assumptions for all payment arrangements and indicative pricing.

4.0 TERMS AND CONDITIONS

- 4.1 The Town reserves the right to amend or terminate this RFP, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and select those proposals that, in the Town's sole judgment, will be in the Town's best interests.
- 4.2 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.
- 4.3 Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.
- 4.4 Each proposer is responsible for having read and understood each document in this RFP. 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.
- 4.5 Each proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and the Town's objectives.
- 4.6 The successful proposers shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.
- 4.7 The successful proposers agree, 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. 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 successful 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.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful 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 successful proposers shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of any contracts in connection with this RFP.

4.8 RFP Consultant Fee Terms. By submitting a proposal in response to this RFP, the Proposer, if ultimately selected to construct and own the solar system on the property, agrees to pay Murtha Cullina LLP a RFP Consultant fee for each solar system according to the following chart (for example the fee for a 2 MW solar system at 3.99 cents/watt would be approximately \$79,800):

SOLAR SYSTEM SIZE	CENTS/WATT
2 MW	3.99 cents
3 MW	3.30 cents
4 MW	2.50 cents
5 MW	2.00 cents
6 MW	1.66 cents
7 MW	1.50 cents
8 MW	1.30 cents
9 MW	1.10 cents
10 MW	1.05 cents
11 MW	0.95 cents
12 MW	0.91 cents
13 MW	0.84 cents
14 MW	0.78 cents
15 MW	0.73 cents
16 MW	0.68 cents
17 MW	0.67 cents
18 MW	0.63 cents
19 MW	0.60 cents
20 MW	0.57 cents

The RFP Consultant Fee shall be paid according to the following schedule:

- 30% upon the Project being selected in the state renewable RFP; and
- 70% upon receiving project financing.

4.9 Town agrees to sign a non-disclosure agreement with any Proposer if requested in connection with this RFP which will be subject to applicable requirements of the Connecticut Freedom of Information Act, and to the provisions of Section 4.17, below.

4.10 This RFP is not a contract offer and no contract will exist unless and until all pertinent contracts (“Contracts”) are signed by the Town and the successful PPA Provider. Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP (“Proposers”). **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.**

- 4.11 The Town may in its sole discretion, clarify, modify, amend or terminate this RFP at any time if the Town determines it is in the Town's best interest.
- 4.12 The Town will not award the proposal to any business or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.
-
- 4.13 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 into discussions with another Proposer.
- 4.14 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.
- 4.15 Each Proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.
- 4.16 All proposals submitted become the Town's property and will not be returned to Proposers.
- 4.17 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. If the Town receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending at its sole cost any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.
- 4.18 In its Proposal Form each Proposer must disclose if applicable:
- a. Its inability or unwillingness to meet any requirement of this RFP;
 - 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 Project or contracts.

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

- 4.19 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.
- 4.20 The successful Proposer shall, at its own expense and cost, obtain and keep in force at least the insurance to be listed in the Contract. The Town reserves the right to request from the successful Proposer a complete, certified copy of each required insurance policy.
- 4.21 By submitting a proposal, each Proposer confirms that it has complied, and during the term of the pertinent Contracts will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the pertinent Contracts will at all times be authorized for employment in the United States of America. Each Proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the pertinent contracts and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the pertinent Contracts.
- 4.22 The successful 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.
- 4.23 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.
- 4.24 If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of Connecticut General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with Connecticut General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent

contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract. The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town ~~Indemnified Parties in enforcing any of the successful proposer's obligations under this section,~~ whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

- 4.25 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. A successful 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 successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.
- 4.26 The successful Proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful 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 solar system 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.
- 4.27 Prior to contract execution, the Town will require the tentative successful 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 successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.
- 4.28 The successful Proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.
- 4.29 Each Proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

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 TOWN OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, INCLUDING THE PERTINENT CONTRACTS, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

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

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 Branford 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 Branford 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

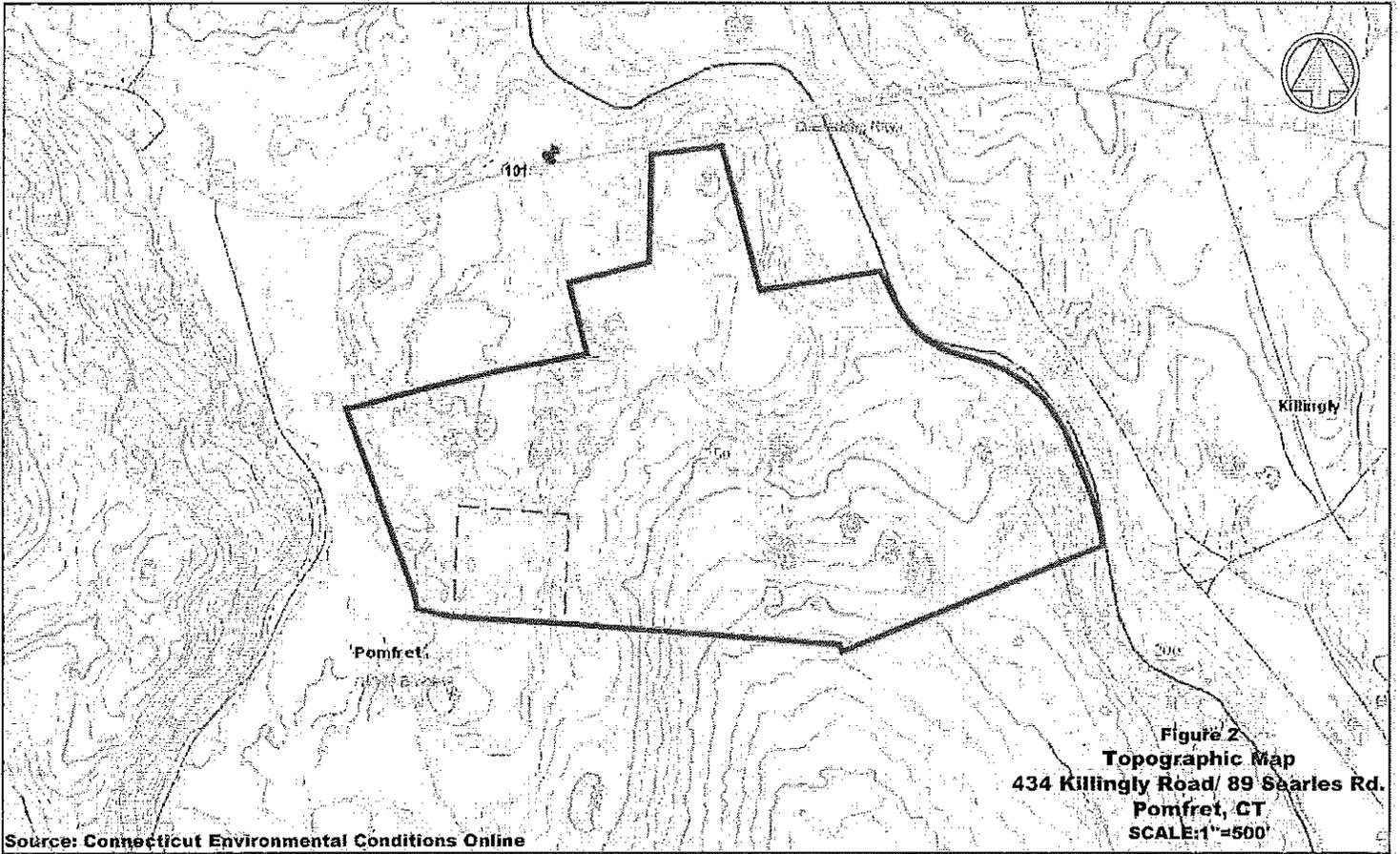
Date

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public
My Commission Expires:

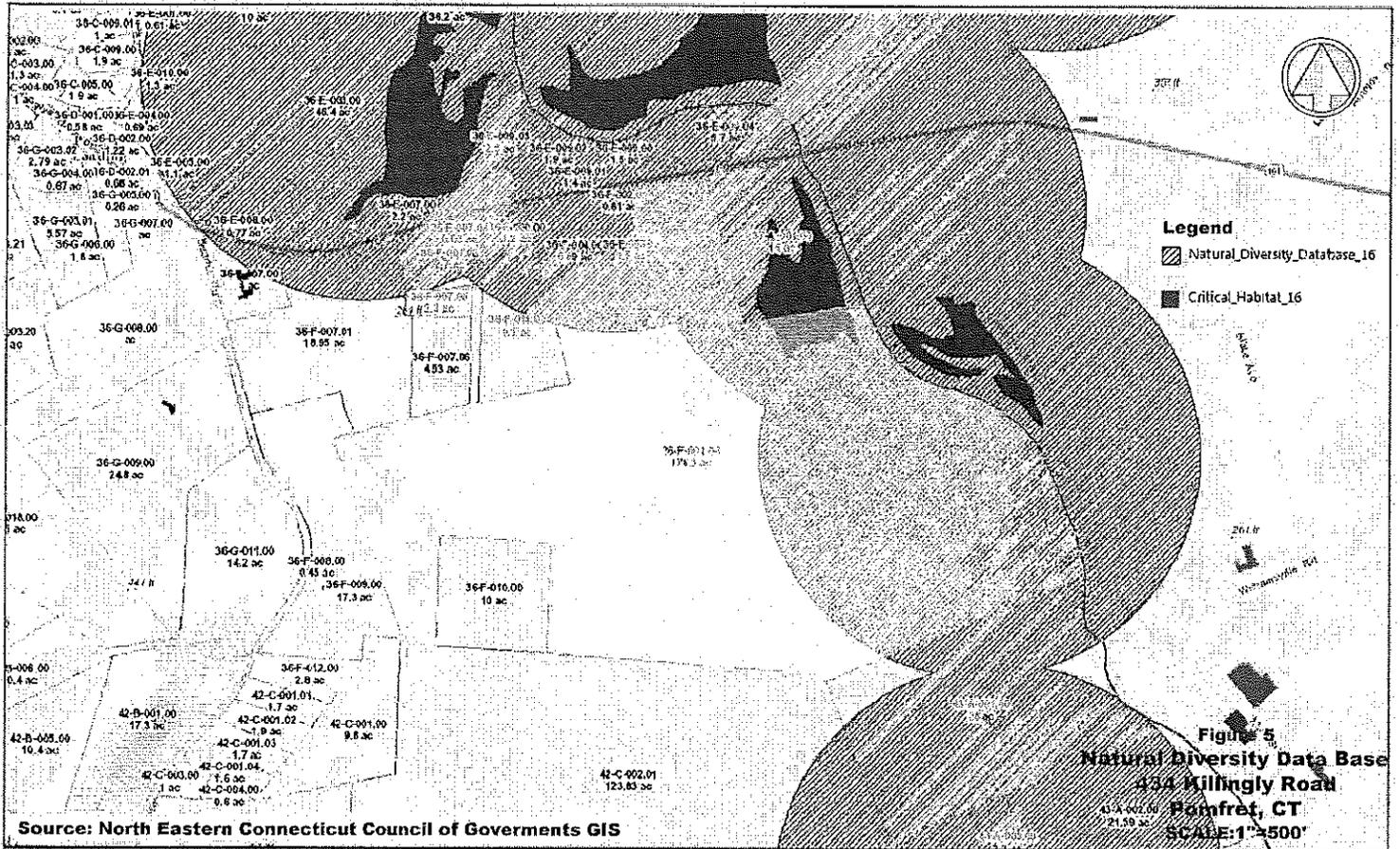


Source: Connecticut Environmental Conditions Online



Source: Connecticut Environmental Conditions Online

Figure 2
Topographic Map
434 Killingly Road/ 89 Saaries Rd.
Pomfret, CT
SCALE: 1"=500'



Source: North Eastern Connecticut Council of Governments GIS

Figure 5
 Natural Diversity Data Base
 434 Millingly Road
 Hammett, CT
 SCALE: 1"=2500'

