TOWN OF GLASTONBURY REQUEST FOR PROPOSAL RENEWABLE ENERGY PROJECTS – POWER PURCHASE AGREEMENT RPGL- 2018-21

The Town of Glastonbury will be accepting proposals from qualified firms to provide Renewable Energy Projects to the Town and Glastonbury Public Schools. Respondents would design, install, finance, own, operate and maintain one or more renewable energy systems at certain Town facilities in accordance with a power purchase agreement(s). The Town anticipates leasing/licensing sites to one or more Respondents and purchasing the energy output generated by the systems. The Respondents selected pursuant to this RFP will sell electricity to the Town from systems installed on or near Town facilities. Interested individuals and firms should obtain proposal documents from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 or via the Town's website at www.glastonbury-ct.gov.

Proposals must be submitted to the office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut, no later than 11:00 AM on April 26, 2018. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

The optional pre-proposal conference will be held <u>April 17, 2018 at 10 AM</u>, in the Glastonbury Facilities Office, 2143 Main Street, Glastonbury. Respondents will have the opportunity to visit the Town facilities following the pre-proposal conference. Respondents are encouraged to attend as this may be the only opportunity to visit the actual proposed sites.

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town. All Sealed proposals must be submitted to the Office of the Purchasing Agent no later than the time and date indicated.

An Affirmative Action/Equal Opportunity Employer. Minority/Women /Disadvantaged Business Enterprises are encouraged to respond.

Mary F. Visone Purchasing Agent

TOWN OF GLASTONBURY REQUEST FOR PROPOSAL RENEWABLE ENERGY PROJECTS - POWER PURCHASE AGREEMENT RPGL-2018-21

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Section 1 – General Information

A. Introduction

The Town of Glastonbury (the Town) seeks one or more renewable energy contractors to develop projects with the goal of participation in the 2018 LREC/ZREC Eversource auction. The Town will be accepting proposals from qualified firms to provide Renewable Energy Projects to the Town and Glastonbury Public Schools. Respondents would design, install, finance, own, operate and maintain one or more renewable energy systems at certain Town facilities in accordance with a power purchase agreement(s). The Town anticipates leasing/licensing sites to one or more respondents and purchasing the energy output generated by the systems. The respondents selected pursuant to this RFP will sell electricity to the Town from systems installed on or near Town facilities.

The Town anticipates that proposals may include the purchase and installation of Class I renewable energy systems financed through a Power Purchase Agreement (PPA) between the Respondent and the Town as well as other renewable energy projects. Proposals shall include conceptual designs and indicative pricing on designated facilities (described in Section 3A) that are potential hosts for renewable energy projects to be explored with the selected respondent(s). The Town may accept multiple proposals from one or more providers as deemed in the Town's best interest.

The Town anticipates that such proposals will include the leveraging of the Town's municipal assets (e.g., roofing surfaces and land), the energy consumption needs of Town facilities, tax credits and other tax incentives, Renewable Energy Credits (RECs) including both medium and large ZREC and LREC awards, and other potential financing mechanisms such as ISO-NE Forward Capacity Market Credits, CT Clean Energy Fund subsidies, utility incentives, and Connecticut Green Bank (CGB) financing to create a cost effective proposal for consideration.

The Town of Glastonbury is a progressive and forward looking community. It is committed to preserving its past while surveying the present population and providing for the needs of future generations. The Town is committed to exploring all renewable energy opportunities. This RFP reflects this continued commitment and represents a significant desire to increase the utilization of clean energy.

B. Implementation Plan

 Project Schedule: Each proposal should include a detailed implementation plan identifying major project milestones and timeframes and a description of the Respondent's approach to project management. The proposal shall include detailed descriptions of the expectations and proposed equipment for the systems for each of the Town facilities.

The proposal shall define, per location, a complete implementation plan including cost. This plan shall include a site assessment of the facility detailing the most effective and efficient solar technology, mounting systems, components, equipment, wiring and connections to optimize energy output or other renewable projects as applicable. The implementation plan shall include Engineering Design & Structural

Analysis and Product Specifications that will provide details for site electrical and utility interconnection analysis.

The proposal shall identify any obstacles projected per location and possible solutions for removing said obstacle. (e.g. Obstacle may be a tree or an air handling unit on a roof).

- 2. <u>Project Standards</u>: This RFP calls for an all-inclusive, turn-key installation, and includes planning, engineering & structural analysis, labor, equipment, installation and commissioning. For example: The following standards are required for a PV installation:
 - a. All solar panels, racking systems and inverters and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment.
 - b. All solar panels, racking systems, wire and conduit, anchoring equipment and other equipment shall meet applicable building codes.
 - c. All equipment shall be UL listed.

3. Draft Documents:

Respondents should include a draft of any documents that Town will be required to execute if selected, (e.g. PPA agreement, or any lease requirements).

- 4. <u>Monitoring</u>: Solar production shall include web-based monitoring and shall monitor the electrical output of the systems and the avoided emissions caused by the solar electricity generated by the systems. Web-based monitoring access must be provided to the Town. Please provide a statement on the monitoring.
- 5. Permitting and Zoning: Roof-mounted solar panels on commercial/public buildings would require Town Planning and Zoning (TPZ) review. Proposals shall provide a statement detailing its understanding of the permitting and zoning status for proposed sites. All permits, variances and licenses that are necessary for the construction and operation of the systems are the responsibility of the Respondent. Respondent will be responsible for all maintenance to installed equipment as applicable.
- 6. <u>Property Taxes</u>: To the extent that it is allowed under Connecticut law, the Town will provide a property tax exemption for the systems to be constructed on the sites. The Town expects that all proposals received will reflect the cost savings from any the property tax exemption.

C. Financing

Respondents shall include sufficient and current financial information to allow for the evaluation of the credit worthiness of the company including the proposed project financing method.

Section 2 – Considerations & Restrictions, and Other Requirements

- All reports, data, and other documents prepared by the Respondent according to this Agreement shall be submitted to the Town for its review and approval. Resulting work products of the Respondent pursuant to this solicitation shall become property of the Town of Glastonbury.
- No such approval shall in any way be construed to relieve the Respondent of responsibility for technical adequacy or operate as a waiver of any of the Town's rights under this Agreement. The Respondent shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Respondent's negligent performance of any of the services furnished under this Agreement.
- The Town shall not be obligated to accept any proposal and the Town shall reserve
 the sole right to determine the appropriateness of any proposal for this work. The
 Town may accept multiple proposals from one or more Respondents as deemed in
 the Town's best interest.
- Contracts shall be preceded by a Notice of Award and thereafter be contingent and non-binding until (i) all approvals are received from applicable regulatory agencies and authorities, which may include, but are not limited to the Town / Glastonbury Board of Education and applicable planning boards, and the CT Department of Energy and Environmental Protection, (ii) the system(s) are selected for long term ZREC or LREC contracts with Eversource under the state's ZREC/LREC auction program, and (iii) all pertinent written contracts are signed by the Town / Glastonbury Board of Education and the selected Respondent(s).

A. Project Submittals

The Respondent shall be expected to be present at meetings which may need to be conducted with user groups, either at the Town, on site, or elsewhere. Specifics will be identified prior to start of work in conjunction with the Respondent.

B. Project Coordination

The Respondent will work closely with the Dave Sacchitella, Building Superintendent through all phases of the project. The Town will provide access to the property, and make available plans and drawings as applicable.

Section 3 – Scope of Services

A. Renewable Energy Proposal Requirements

The Town of Glastonbury will be accepting proposals from qualified firms for renewable energy projects related to its municipal facilities. A subset of the facilities

are designated below as the subject of proposals for renewable energy project installations. Additional facilities may also be investigated by the selected Respondent(s) subject to the Town's approval.

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

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

Municipal Facility	Address	Annual Electricity Usage (kWh)
Town Hall/Academy Building	2155 Main Street, Glastonbury, CT	164,673
Town Hall/Academy Parking Lot	2155 Main Street, Glastonbury, CT	14,294
Waste Water Treatment Plant	2149 Main Street, Glastonbury, CT	1,363,109
Riverfront Community Center	300 Welles Street, Glastonbury, CT	209,175
Glastonbury High School #1	330 Hubbard Street, Glastonbury, CT	1,528,555
Glastonbury High School #2	330 Hubbard Street, Glastonbury, CT	1,500,199
Smith Middle School	216 Addison Road, Glastonbury, CT	4,320
Hopewell Elementary School	1068 Chestnut Hill Road, Glastonbury, CT	253,931
Buttonball Elementary School	376 Buttonball Lane, Glastonbury, CT	200,028
Naubuc Elementary School	84 Griswold Street, Glastonbury, CT	438,062
Gideon Welles School	1029 Neipsic Road, Glastonbury, CT	586,624

B. PPA Price

Proposals should also include the method for determining power sales pricing and price escalations, as applicable and minimum and maximum contract periods. The Town will consider both fixed and variable pricing proposals with a term of up to a 20 year maximum contract period. Each proposal should also include a detailed cost/benefit analysis of the proposed system and the terms and conditions for the disposition of the equipment at the completion of the contract term. A price breakdown shall be provided showing how the subcontractor labor costs, material costs, engineering & structural analysis fees, and markups are applied.

1. PPA Price Inclusions and Cost Statements:

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

PPA Termination Values and System Buy-Out:

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

3. System Cost:

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

4. System Energy Cost Savings:

Proposals must include a table demonstrating energy cost savings to the Town each year and over twenty (20) years of the PPA for each facility and for facilities suitable for a solar installation.

Section 4– Proposal Submission Requirements

A. Proposal Instructions

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the Town objectives.

• All Respondents are required to submit one (1) <u>clearly marked original</u> and six (6) copies of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked with the Respondent's name and address and the following:

SEALED REQUEST FOR PROPOSAL
RENEWABLE ENERGY PROJECTS – POWER PURCHASE AGREEMENT
RPGL- 2018-21
April 26, 2018
TIME – 11:00 A.M.

- All Respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
- 1. Table of Contents to include clear identification of the material provided by section and number.
- A letter of transmittal indicating the Respondent's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the Respondent to a contract.
- 3. Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- 4. Respondent, as well as their respective subcontractors, shall possess all applicable, valid and pertinent contractor construction licenses for the installation of commercial renewable energy systems in the State of Connecticut, including all applicable Connecticut Professional Engineer licenses.
- 5. Financing as per Section 1C.
- 6. Qualifications: Respondent must demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities required to perform successfully its role in the installation and operation of the systems. Respondent shall provide a background and qualifications statement, including description and history of the firm and the servicing office. Name and qualifications of assigned project manager and a list of staff members who would be involved with the project, including their assigned roles and a description of their background and experience. Describe similar products being provided and clients being serviced. Elaborate on any resources that are available to and likely to be used to satisfy the requirements of this RFP. Highlight significant accomplishments and awards as well as alliances or partnerships that may be relevant.

Provide, as an appendix, documentation to expand on any of the points included in this section. The Town reserves the right to contact the clients identified in this section regarding the services or products provided by the Respondent. (Limit this section to 3 pages).

- 7. Respondent shall provide a list of 3-5 references and examples of similar projects successfully completed within the last five years, with the contact name, address and telephone number of the owners' representative in each project. The Town reserves the right to contact these organizations regarding the services performed by the Respondent. Current projects and project status may be included as applicable.
- 8. Briefly describe the approach to the project, resources available to and envisioned for the requirement, and Respondent's experience and ability to provide the products and services required as well as the Respondent's ability to meet the Town's proposed schedule. Customer Service and maintenance capabilities upon implementation.

9. Renewable Energy Proposals:

Photovoltaic (PV) Systems: Respondent shall provide a detailed description of the proposed PV systems on designated Town buildings, parking lot structures and on ground mounts where applicable at municipal facilities, including the proposed PV array size, PV Collector and Inverter type, manufacturer, model number and warranty type and duration. Provide a proposed PPA price per kWh (either fixed or with a specified annual escalation rate, as applicable). REC bid price, contract term, and provisions and price for system purchase by the Town at specified times within Since the selected Respondent(s) will be responsible for system maintenance and for the removal and re-installation of equipment in the event of roof maintenance requirements during the contract term, the Town expects each Respondent to reflect the cost of these requirements in the response. Detailed information regarding the installation plan for each facility should also be provided. Proposed building mounted PV systems can be either ballasted (non-penetrating) types, or be secured to the building's structural elements. If Respondent feels their approaches to these issues that are more beneficial for the Town please comment in the response.

Other Renewable Proposals: Respondents are encouraged to comment on other renewable energy projects including Wind, Geothermal, Fuel Cells, Hydro and others.

- 10. Power Purchase Agreement: Upon selection by the Town, the Respondent(s) will be expected to work with the Town to identify potential projects for inclusion in a PPA to be executed between the Respondent(s) and the Town. Respondents should provide a draft of the PPA that the Respondent expects the Town will be required to negotiate and execute. The submission shall include all proposed terms and conditions and minimum and maximum contract periods. All proposed PPAs and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of Connecticut.
- 11. Pricing as per Section 3B.
- 12. Equipment for the Systems and the proposed Implementation Plan as per Section 1B.

- 13. A concluding statement as to why the Respondent is best qualified to meet the needs of the Town.
- 14. Proposal Response Form (ATTACHMENT A).
- 15. Description of any exceptions taken to this RFP. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.
- 16. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 8, 2013. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on (ATTACHMENT A). The selected Respondent will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on the Bids & Proposals Icon which will bring you to the links for the Code of Ethics and the Acknowledgement Form. If the Respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
- 17. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
- 18. Any technical questions regarding this RFP shall be made in writing and directed to David Sacchitella, Building Superintendent, by email at Dave.sacchitella@glastonbury-ct.gov. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588, or by email at purchasing@glastonbury-ct.gov. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & Proposals Icon, click on the Bid Title to view all proposal details and document links). It is the Respondent's responsibility to check the website for addenda prior to submission of any proposal. Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all Respondents and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.

19. 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 Respondent's proposal may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information"). A Respondent must identify and separate 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 Respondent 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.

No other Glastonbury Town employee, elected official, or evaluation committee member should be contacted concerning this RFP during the proposal process. Failure to comply with this requirement may result in disqualification.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

B. EVALUATION CRITERIA

- The Town of Glastonbury shall select responsible and responsive proposals which are determined by the Town to be the best suited, most advantageous, and provide the best value to the Town on the basis of the criteria included in this Request for Proposal. The Town expressly reserves the right to negotiate with the selected Respondents prior to an award of any contract pursuant to this RFP. Best value shall be determined by consideration of the following factors.
 - The Respondent's technical understanding of the project, this shall include the evaluation of renewal energy projects proposed, PV engineering & structural analysis experience, project and construction experience.
 - The background, qualifications and experience of the Respondents in providing similar services elsewhere including the designated account representative and proposed key personnel to be assigned to the project. The quality of the services performed where similar products are provided and clients being serviced with highlights of significant accomplishments and awards/alliances or partnerships. Necessary license to provide the products and services offered.
 - Three to five references with demonstrated recent successful performance of similar projects completed within the last five years.
 - Equipment and the proposed implementation plan.
 - Approach to Project: Resources available and Respondent's ability to provide the products and services required as well as the Respondent's ability to

meet the Town's proposed schedule including Eversource ZREC or LREC applications and project engineering & structural analysis. Customer Service and maintenance capabilities upon implementation.

- Pricing and the proposed financial agreement including the evaluation of any proposed power purchase agreement and the proposed financial participation of the Town. The evaluation of the company's financial resources to support any proposed agreement.
- The number, scope, and significance of conditions or exceptions attached or contained in the proposal.
- Overall quality, thoroughness, and responsiveness to the Town's requirements as summarized herein.

C. SELECTION PROCESS

- This request for proposal does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected Respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the request for proposals, if it is in the best interests of the Town to do so.
- A Selection Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the Respondent's ability to meet all requirements as outlined in this proposal. The Committee will then short list the specific Respondents whose proposals best meet all criteria required and may conduct interviews with these Respondents. Upon completion of interviews, the Selection Committee will forward to the Town Manager a list of Respondents recommended for further consideration.
- The Town Manager will review the Scope of Services, price proposals, and other factors with the top-rated Respondent(s) and negotiate a specific agreement based on these discussions.
- Additional technical information may be requested from any Respondent for clarification purposes, but in no way changes the original qualification statement submitted.

D. TIMELINE

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFP	April 10, 2018
RFP Due Date	April 26, 2018
Shortlist of Proposals Received	April 30, 2018
Interviews with Top Respondents	Week of May 1, 2018
Fee Proposal and Scope of Services	TBD
Contract Effective Date	TBD

E. INSURANCE REQUIREMENTS

INSURANCE

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the Town of Glastonbury and Glastonbury Board of Education their employees and agents as an Additional Insured on a primary and non-contributory basis to the Respondent's Commercial General Liability, Automobile Liability and Environmental Liability policies. These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and Board of Education and their employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000
 - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and Board of Education and their employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:
 - Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and Board of Education and their employees and agents.

4) Environmental Liability:

- Limits of \$1,000,000 Each Claim or Each Occurrence and \$1,000,000 Aggregate

5) Excess Liability (Umbrella):

- Limits of \$5,000,000 Each Occurrence and \$5,000,000 Aggregate
- 6) Errors and Omissions Liability or Professional Services Liability Policy:
- Provide Errors and Omissions Liability or Professional Services Liability
 Policy for a minimum Limit of Liability \$2,000,000 each occurrence or per
 claim and \$2,000,000 Aggregate. The awarded Respondent(s) will be
 responsible to provide written notice to the Owner 60 days prior to
 cancellation of any insurance policy.
- The Respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

Additional Insurance Coverage and Limits may be added depending on the actual Projects.

The Respondent shall provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation, non-renewal or reduction in coverage or limits for any insurance policy. The Certificate shall evidence all required coverages. The Respondent shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town and Glastonbury Housing Authority and their employees and agents consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

RPGL- 2018-21 - RENEWABLE EI	NERGY PROJECTS – PO	WER PURCHASE AGREEM	MENT	
ATTACHMENT A	PROPOSAL RESI	PONSE PAGE		
BID / PROPOSAL NO:	RPGL-2018-21	DATE DUE:	April 26, 2018	
DATE ADVERTISED:	April 10, 2018	TIME DUE:	<u>11:00 AM</u>	
NAME OF PROJECT:	RENEWABLE ENERGY PROJECTS – POWER PURCHASE AGREEMENT			
The Respondent acknowled Addendum #1(Initial/	•		lum #3 (Initial)	
It is the responsibility of the submitting the proposal.				
NON-COLLUSION STATI By submission of this propo- collusion, communication, Respondent or competitor. agent of our company to company	sal, the Respondent o or agreement as to We understand that	any matter relating this proposal must be s	to it with any other	
CODE OF ETHICS: I / We have reviewed a copy submit a Consultant Ackno		· ·	e	
*Respondent is advised that consider any proposal when	0 ,	•	•	
Type or Print Name of Individ	lual D	oing Business as (Trade	Name)	
Signature of Individual		Street Address		

City, State, Zip Code

SS # or TIN#

Telephone Number / Fax Number

(Seal – If proposal is by a Corporation) Attest

Title

Date

E-Mail Address

___(Initial/Date)