

TOWN OF NEW FAIRFIELD
FINANCE DEPARTMENT
Municipal & School Financial Services
4 Brush Hill Road
New Fairfield, CT. 06812
Bid # 2024-25SO03

TOWN OF NEW FAIRFIELD, CT

REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEM

I. INTRODUCTION:

The Town of New Fairfield, CT (the "Town") is soliciting proposals from solar energy providers (each a "Developer") to design, permit, install, finance, own, operate and maintain two photovoltaic systems (each a "System" or together, the "Systems") at a certain Town site a portion of which the Town anticipates leasing/licensing to the winning bidder (the "Winning Bidder").

The Town would like to lease available acreage at its capped landfill at 33 Bigelow Road (the "Landfill") located in New Fairfield, Connecticut to one Developer to own, operate and maintain the System for the duration of a long-term lease agreement. Further, the Town would like to lease its rooftop at the New Fairfield High School at 54 Gillotti Road (the "High School") to a Developer to own, operate and maintain the System for a long-term lease agreement. A parcel map of the Landfill is attached, and preliminary electrical drawings of a potential array on the High School roof are also attached. Note these preliminary electrical drawings are solely to provide Developers with information that may or may not be useful to them in preparing Proposals. Developers may propose different sized Systems in different locations on the roof.

Developers can either bid on one or both Systems.

II. GENERAL INFORMATION & RFP INSTRUCTIONS:

a. Key Dates:

Date	Action
12/09/2024	Release of RFP
12/20/2024	Site Visit 10:30 at 33 Bigelow Rd
01/10/2025	Questions Due
01/17/2025	Proposals Due by 10:00am
01/30/2025	Selection of the Winning Bidder

b. Site Visits:

The site visits for prospective Developers is scheduled as shown in the chart above. All interested Developers will meet at 33 Bigelow

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Road, New Fairfield, Connecticut at 10:30 a.m. Following the site visit at the Landfill, the visit will continue at the High School. Attendance at these site visits is strongly encouraged. If you are unable to attend the Site Visits, the Consultant may, at its sole discretion, allow and accompany a Developer on a visit on another date.

c. Right to Amend or Terminate this Request for Proposals (this "RFP"):

The Town may in its sole discretion, clarify, modify, amend, or terminate this RFP (with or without notice to the Developers) if the Town determines in its sole discretion that it is in the Town's best interests. The Town reserves all rights to reject any or all proposals and to negotiate lease and other terms and conditions in the best interests of the Town. It is the sole responsibility of Developers to consult with the Town's website for updates to this RFP.

d. Non-Binding:

Any lease shall be preceded by a notice of award and letter of intent or option agreement and thereafter will be contingent and non-binding until (i) all approvals and letters of support are received from applicable local, state and federal regulatory agencies, boards and authorities, (ii) final, financeable interconnection service agreements are fully executed with the utility and (iii) all other pertinent written documents and contracts are signed by the Town and the Winning Bidder. By bidding into this RFP, Developer explicitly agrees that this section supersedes anything that may be contradictory in an ensuing letter of intent or option agreement.

If the Winning Bidder attempts to alter terms of a proposal or negotiate with the Town in bad faith or does not pursue all non-ministerial permits or contracts (leases, etc.) in a diligent and timely manner or pay interconnection-related payments on time, it shall be subject to termination at the Town's discretion and the Town shall have the authority to select another Developer or not.

Further, if the Winning Bidder withdraws its proposal and its participation in the processes contemplated herein or if the Town terminates the Winning Bidder, then the Town and the Winning Bidder hereby agree that the Town shall have the right within thirty (30) days following the withdrawal or termination to purchase all of the interconnection rights (if any), studies and applications submitted by the Winning Bidder along with any surveys or professional drawings (and the electronic data) and permits received, at the reasonable, verifiable, third-party out-of-pocket

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costs incurred by the Winning Bidder. The Winning Bidder shall take all necessary steps with the utility or local, state or federal board or agency to assign the rights to such permits, interconnection rights, etc. to the Town.

e. Suitability of Sites:

The Town would like to lease available areas at the Sites to a Developer to own, operate and maintain the Systems for the duration of long-term lease agreements. The Town makes no representation as to the suitability of the Sites for the System either from the standpoint of buildability, interconnection or qualification for any state or federal incentive program. The suitability of the Sites for solar is the sole responsibility of the Developers, and the Town will make the final decision as part of the lease as to whether any proposed locations on the Sites or size of the Systems is acceptable to the Town. It is the Town's understanding, however, that System on the High School roof does have a clear area on the roof for a System, as well as circuit breakers in the distribution system for future connection and empty conduits from the distribution system to the potential future System area. Further, the 150A-3P circuit breaker is installed on the main switchboard for future interconnection. These details should be confirmed and verified by the Developers at the Site Visits. Proposals should be based only upon information verified at the Site Visits.

f. Proposal Submission Instructions:

Developers should submit their proposals electronically preferably in a single .pdf format (if too large to send, a Dropbox link (or something similar) should be utilized) to Patty Mota, Purchasing Agent, Town of New Fairfield, pmota@newfairfieldct.gov no later than the Proposal Due Date shown in the chart in Section II by 10:00 AM. The Purchasing Agent shall confirm receipt with the Developer. Proposals received after the final submission date will not be considered by the Town. All leases and work proposed must be capable of being implemented under all local, state and federal laws and regulations, and allowable under any utility-specific rules, incentive programs or guidance.

g. Questions:

Any questions concerning the process and procedures applicable to this RFP and concerning this RFP's specifications or the Sites, are to be submitted in writing by e-mail only to Patty Mota, Purchasing Agent, Town of New Fairfield, pmota@newfairfieldct.gov. Answers to questions, if appropriate, will be posted on the Town website as part of an addendum to this RFP and shall be deemed a part of this

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RFP. It is the sole responsibility of the Developers to track any and all addendums issued.

Developers shall have the responsibility of contacting state agencies or authorities for closure records of the Landfill.

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

III. PROPOSAL REQUIREMENTS:

Proposals submitted in response to this RFP shall include the following information and documents, be clear and unambiguous, and be presented per the instructions below and on the attached proposal sheet as applicable.

a. Developer Qualifications:

Developers must submit a brief description of their company history including any current or significant past litigation it or any affiliates are involved. Developers should list at least five completed significant projects to date (and the capacities) in New England (identifying the state) and what role it played with respect to each project (i.e., development, construction, operation/ownership). Preference could be given to Developers that not only develop and/or construct projects but also own and operate projects for the long-term and that have experience in working on capped landfills in Connecticut.

b. System Design:

Proposals shall provide a basic system schematic design layout for each System, including projected DC size. Proposals shall provide details about the estimated kWh to be generated by the Systems and interconnection opportunities and challenges. It is at the discretion of the Developers whether to couple battery storage with the Systems.

c. State Program:

Developers should indicate which state incentive program to which they intend to apply (i.e. NRES or SCEF). To the extent the program

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involves net metering (or a similarly structured on-bill credit program such as NRES) the Developer or Winning Bidder should indicate to the Town the value it would receive from virtual net metering or on-bill credits (or the equivalent) from the Systems. It is anticipated that the Town of New Fairfield and the New Fairfield School System will be able to use all of the credits produced by the Systems. For purposes of bidding s for this RFP only assume the kWh consumed by the Town and the School System shall exceed the production of the Systems.

For purposes of this RFP, Developers may propose the benefits or value of these on-bill credits separately or consolidate them into and as part of the lease price.

d. Inflation Reduction Act

Developers should indicate for each System the percentage of tax credits upon which a proposal is based. For instance, if a Developer has access to enough equipment to satisfy the domestic content bonus credit threshold, it should indicate that for each System. Similarly, if a Developer is basing its proposal on the Landfill qualifying as an Energy Community (as defined in the Inflation Reduction Act) it should indicate that. It is the understanding of the Town that based on the 2024 US Department of Energy Community Tax Credit Bonus Map that both the High School and the Landfill areas considered MSAs/non-MSAs that meet both the Fossil Fuel Employment (FFE) threshold and the unemployment rate requirement and are an energy community as of June 7, 2024. This information must be independently confirmed by Developers. Developers are free to offer different Lease pricing depending on how much of an investment tax credit (“ITC”) they anticipate receiving (i.e. one Lease Price based off a 40% ITC for the Landfill System area and another based on 50%).

e. Lease

i. Lease Price and Term.

Proposals shall provide pricing for a 25-year lease term for each System, including proposed annual escalators. The proposed lease term is for budding purposes only. If applicable to the particular proposal, development period rent along with commercial operation rent should be specified, along with how long a period the Developer would prefer for the development period. Any upfront lease payments, if applicable, should also be specified. The Town reserves the right during

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negotiations with a Winning Bidder to substitute lease payments for direct payments to its various electric bills (reflecting the same value as the proposed lease payment).

ii. Real Estate and Personal Property Taxes.

For bidding purposes in this RFP, Developers should include personal property and real estate taxes in the lease price.

iii. Battery Storage/EV Charging Stations.

It is at the discretion of each Developer whether to couple battery storage with the System, or to include EV charging stations, if appropriate at the Site or elsewhere in the Town as part of its proposal. Any benefits to the Town or the lease price from the inclusion of battery storage should be included in a proposal.

iv. Insurance

The Developer has to maintain appropriate insurance for its interests in, and activities on, System areas and the Systems. All such policies shall be in such amounts, provide such coverage and be issued by such companies as shall be reasonably acceptable to the Town, but in no case with a single limit of liability (per occurrence and aggregate) of less than \$2,000,000.00, and shall list the Town as an additional insured and shall waive the rights of subrogation. The Winning Bidder shall pay, on demand, any increases in the Town's insurance premiums to the extent such increases are due to the Winning Bidder's personal property being affixed to the System areas or their use thereof.

v. Decommissioning Surety and Environmental Insurance.

Proposals must include an estimate of any decommissioning surety the Developer is willing to post for each System, if any, and what the preferred form would be (letter of credit, bond, cash escrow, etc.). Prior to construction on the Landfill, the Winning Bidder shall be required to procure contractors pollution liability insurance, or its

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equivalent, at an amount to be agreed upon by the Town so proposals should reflect this requirement.

vi. Project Portfolio and References:

Developers must provide the names (individuals), titles, addresses and contact information for three (3) references related to the technical expertise and financial capability of the Developer to develop, construct and/or own/operate the System. None of these references may be employees of the Developer or its affiliates.

vii. Statement on Developers Financial Strength:

Proposals should include sufficient and current information indicating the Developer's financial strength along with a list of any current litigation in which the Developer is involved.

f. Other Proposal Assumptions and Conditions

i. Landfill Interconnection:

It is at the discretion of the Developers as to where and at what size to interconnect for each System. With respect to the Landfill, Bigelow Road (which appears to require approximately .7 miles of reconductoring from Route 37) is a potential point of interconnection along with Warwick Road to the west. Any easements or other instruments needed for interconnection or access are the sole responsibility of the Developer or Winning Bidder.

For the sole purpose of this RFP and to levelized proposals, please assume an interconnection cost at the Landfill (not including application of the ITC) of \$1,200,000.

ii. Lease Form.

If the Winning Bidder prefers to use its own lease form, it shall be required to reasonably compensate the Consultant or Town's outside counsel for a review of such document(s). Otherwise, the Town and the Winning Bidder shall use the Town lease forms.

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IV. Developer Knowledge and Disclosure

a. Presumption of Developer's Full Knowledge:

Each Developer is responsible for having read and understood each document in this RFP and any addenda issued by the Town or formal responses, if any, to questions posed by other Developers. A Developer'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 Developer is deemed to be familiar with and is required to comply with all local, federal and state statutes, regulations, ordinances, codes and orders, including any utility-specific rules or guidance, and incentive programs that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each Developer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP and can perform the work to achieve the Town's objectives.

b. Developer's Initial Disclosure Form and Specific Exceptions to this RFP:

Each Developer shall complete and execute the Initial Disclosure Form attached to this RFP. In such, each Developer must disclose, if applicable, the following:

- i. Whether it is unable or unwilling to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to this RFP.
- ii. Whether it is ineligible under any applicable law or regulation to be awarded the leases or associated contracts because of occupational safety and health law violations.

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

V. MISCELLANEOUS:

a. Cost for Preparing and Ownership of Proposals:

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The costs incurred by the Developers in developing their proposals are their sole responsibility, and the Town shall not have any liability for such costs. All proposals submitted shall become the Town's property and will not be returned to the Developers.

- b. Consultant — RFP Fee Agreement: A Developer, if selected under this RFP, agrees to pay a consultant selected by the Town (the "Consultant") an RFP Fee in the amount of \$.02 (two cents) per watt for each watt of installed DC capacity of the System. This payment compensates the Consultant for its considerable time and resources committed at no charge to the Town for assisting the Town in evaluating proposals, assisting with NRES or SCEF submissions on behalf of the Town, drafting and reviewing option agreements, lease agreements or net metering agreements, and working with DEEP or Eversource on matters related to the Landfill or the interconnection, among other activities. The RFP Fee payment schedule shall be as follows: 50% upon receipt by the Winning Bidder of all non-ministerial permits; and 50% upon receipt by the Winning Bidder of start of construction. Failure to pay the RFP Fee in a timely manner shall constitute a monetary/fiscal event of default under the lease.

- c. Freedom of Information Act/Confidentiality

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the state Freedom of Information Act as amended and judicially interpreted. All information submitted by Developers in response to this RFP will not be treated as or considered confidential by the Town.

- d. Hold Harmless Agreement:

Each Developer shall submit a completed Hold Harmless Agreement that is attached to this RFP.

- e. Non-Collusion Certificate:

Each Developer shall submit a completed Non-Collusion Certificate that is attached to this RFP.

Other Town Sites:

The Town, at its sole discretion, may work with the Winning Bidder to investigate other appropriate Town-owned properties for its development of EV charging stations, solar PV or battery storage or both.

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f. Any Other Considerations.

In this section, please list or describe any other potential benefits to the Town from your proposal including environmental (i.e., pollinator friendly or native grasses), agricultural, outreach (i.e., hosting annual school visits), or installing production monitors at schools or other town buildings, etc.

g. Interpretation:

Interpretation of the wording of this document shall be the sole right and responsibility of the Town and that interpretation shall be final.

h. Non-discrimination in Employment:

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The Town is an affirmative action and equal opportunity employer. Minority/Women's Business Enterprises are encouraged to apply.

i. Conflict of interest/Code of Ethics:

The Winning Bidder agrees that this RFP or and the actions of the Winning Bidder are subject to the provisions of the [New Fairfield Code of Ethics](#) (<https://www.newfairfield.org/home/showpublisheddocument/17302/638106049186430000>) Should the Winning Bidder be found to have violated the code of ethics, the Town may terminate this RFP or any ensuing agreement such as the letter of intent or notice of award and take such other action as the Town may have at law or in equity. The Winning Bidder shall incorporate the above paragraphs into any sub-contracts or purchase orders. The Winning Bidder shall be responsible for disclosing interests and relationships that could be perceived as a possible conflict of interest under the Town code of ethics.

VI. AWARD CRITERIA & SELECTION:

a. Proposal Opening and Review:

All Proposals will be opened by the Purchasing Agent, and analyzed by a committee organized for the purpose of reviewing the

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proposals (the “Solar Committee”) which may be comprised of the Purchasing Agent, the Consultant, the Town Engineer, the First Selectman, and any other individuals, whether Town employees, volunteers, elected officials, or consultants that the First Selectman deems in the public interest. Based upon the analysis, the Solar Committee will provide a recommendation and ranking of the proposals to the Board of Selectmen. The Town, acting through the Board of Selectmen, will ultimately select the winning proposal or proposals and execute a letter of intent and then ultimately a land lease/license with the Winning Bidder after obtaining all necessary approvals from, but not limited to, the Board of Finance, Planning Commission, Zoning Commission, Board of Education, and a Town Meeting if required.

b. Proposal Selection:

The Town will select the proposal that, all things considered, the Town determines in its complete and sole discretion, is in the best interest of the Town. Although price will be an important factor, it will not be the only basis for an award. Due to the complexity of the Systems and contemplated agreements, the Town is not and shall not be bound to select a winning proposal based upon highest lease pricing alone. Further, the Town can, at its discretion, negotiate with selected Developers on any proposal terms prior to selecting the Winning Bidder. The Town could use the following criteria, among others, in evaluating proposals:

- i. Proposal completeness and compliance with this RFP's requirements,
- ii. Financial strength, and stability and industry reputation,
- iii. Photovoltaic engineering, project and construction experience,
- iv. Recent prior experience – in particular in New England and associated references
- v. Customer service and maintenance capabilities,
- vi. Lease price/term/escalator for each System,
- vii. Likelihood of success in the specific state solar incentive program,
- viii. Any other factor that the Town deems appropriate in its sole discretion.

Regardless of anything to the contrary stated herein, the Town reserves the right to select a Developer based on factors not enumerated above at its unfettered and sole discretion.

c. Proposal Disqualification:

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

d. Preliminary Award:

The Town will select the proposal that it deems to be in the Town's best interests and issue a preliminary notice of award to the Winning Bidder. The award may be subject to further discussions with the Developer. The making of a preliminary award to, and execution of a preliminary agreement with, a Developer does not provide the Developer 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 Developer or the Winning Bidder has rights, and the Town has obligations, only if (i) all approvals and letters of support are received from applicable local, state and federal regulatory agencies, boards and authorities, (ii) final, financeable interconnection service agreements are fully executed with the utility and (iii) all other pertinent written documents and contracts are signed by the Town and the Winning Bidder. Neither this RFP nor any actions taken by the Town, until the steps enumerated above have been fulfilled, shall create any binding obligation toward any Developer.

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REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEM
PROPOSAL SHEET

1. State Incentive Program

- a. for High School System: _____
- b. for Landfill System: _____

2. Monthly Development/Option Period Rent

- a. for High School System: _____
- b. for Landfill System: _____

3. Electricity Savings Proposed in Year 1 via net metering in NRES (if applicable)

- a. for High School System: _____
- b. for Landfill System: _____

4. Lease Price in Year 1 and Annual Escalator (Assume a 25-year lease term):

- a. With a 30% ITC for High School System: _____
- b. With a 40% ITC for High School System: _____
- c. With a 50% ITC for High School System: _____
- d. _____
- e. With a 30% ITC for Landfill System: _____
- f. With a 40% ITC for Landfill System: _____
- g. With a 50% ITC for Landfill System: _____

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**REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC (PV) SYSTEM
PROPOSAL SHEET**

Company Name: _____

Signature: _____

By: _____

Its: _____

* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form

INITIAL DISCLOSURE FORM

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

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

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

2. Occupational Safety and Health Law Violations

Has the Developer 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.

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3. Criminal Proceedings

Has the Developer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

4. Ethics and Offenses in Public Projects or Contracts

Has the Developer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

Company Name:

Signature: _____

By: _____

Its: _____

* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form

HOLD HARMLESS AGREEMENT

_____ ("Developer") hereby agrees that it will indemnify and save harmless the Town of New Fairfield and the Consultant, employees, principals, members, agents and subcontractors from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Town of New Fairfield by reason of any omission or act of the Developer, its agents, the Consultant, employees, subcontractors in connection with this Request for Proposals or any ensuing activities and that any materials submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Town of New Fairfield in defending any suit, including attorneys' fees. Furthermore, at the option of the Town of New Fairfield the Developer shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

Company Name:

Signature:

By:

Its:

* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form

NON-COLLUSION CERTIFICATE

The undersigned Developer acknowledges and agrees that the attached proposal submitted by the Developer is submitted in connection with the proposal to provide the Town with a lease and related documents. By submission of this proposal, each Developer and each person signing on behalf of any Developer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this proposal have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Developer and will not knowingly be disclosed by the Developer prior to opening, directly or indirectly, to any other Developer or to any competitor; and

No attempt has been made or will be made by the Developer to induce any other person, partnership or corporation to submit or not to submit, a proposal for restricting competition.

In compliance with this RFP, and subject to the conditions thereof, the undersigned offers and agrees that the Town may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto.

Company Name:

Signature: _____

By: _____

Its: _____

* The signatory must be an authorized representative of the Developer with full power and authority to execute this Disclosure Form