

Derby Board of Aldermen/Alderwomen PROPERTY & DEVELOPMENT COMMITTEE

Jessica Barrios-Perez, Rob Hyder, Amy L. Pettinicchi, Chair

Thursday, May 1, 2025 - 5:00 p.m.

Or Immediately following the Community Relations Committee Meeting
Hybrid Meeting - In person and via Zoom
Derby City Hall, 1 Elizabeth Street, Derby, CT

Join Zoom Meeting with your computer by clicking on link - <https://us02web.zoom.us/j/89300919973>
Meeting ID: 893 0091 9973

Dial by telephone: +1 929 205 6099 - Meeting ID: 893 0091 9973

SPECIAL MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions, Deletions, Corrections, & Adoption of Agenda – None – Special Meeting
5. Public Portion

6. **BQ Energy – Proposal to add Batteries to solar panels at the Transfer Station**
Discussion and Possible Recommendation to Full BOA/A.

7. **RFP – Proposal to add more solar panels at the Transfer Station**
Discussion and Possible Recommendation to Full BOA/A

8. **Board of Education – Request to place signs for Kindergarten Registration**
Discussion and Possible Recommendation to Full BOA/A

9. Adjournment

#

RECEIVED

By Office of Derby Town Clerk Marc J. Garofalo, MPA, CCTG at 5:00 pm, Apr 30, 2025



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Green Derby LLC

Paul F Curran,
Managing Director

400 Market Industrial Park
Suite 32
Wappingers Falls, New York 12590
USA

1 845 473 0300
1 914 844 0894 (m)
1 914 729 1039 (fax)

March 11th 2025

Ms Linda Fusco, Chief of Staff
City of Derby
1 Elizabeth Street
Derby, CT 06418

RE: Green Derby's Proposal to Attach a Battery System at Derby

Dear Linda,

Green Derby LLC is pleased to offer this proposal to develop, install, own, operate, and maintain a 4 megawatt battery addition to the existing Green Derby Solar Project. We have analyzed the site conditions surrounding the existing project and based on our observations and experience we are confident we can deliver a high-quality installation which at any given dispatch will be able to provide an additional 4 Megawatts of energy supply on demand, totaling 16 megawatt hours. The viable land available will need some further assessment for wetland, slopes and suitability. We would be able to offer a lease rate of \$25,000 per year, to begin upon beginning of operation.

To facilitate the construction of this system a proposal would be drafted for submission to United Illuminating. To be built, a project needs to secure a contract through that process. We would need the City to give us permission. The City would do this by completing the landowner consent form that we have attached to this proposal to show evidence of site control.

Green Derby is a New York-based developer who focuses exclusively on transforming landfills, and brownfields, into operating solar and energy storage facilities. Our team has worked on more projects on these types of sites than anyone else in the industry. We are developing dozens of such properties around the United States and have gained a reputation as the leader in this market niche. We believe our experience working on other landfill sites and the previous work we have already done during the 2018 RFP, would help make this project a success.

We look forward to your consideration.

PAUL CURRAN

www.bqenergy.com

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FORM OF LANDOWNER CONSENT

[To be drafted on official letterhead]

Date: _____

This Landowner Consent Form certifies that Green Derby LLC (“Green Derby”) is authorized to file for an application for electrical interconnection of a distributed generation project (the “Project”) with United Illuminating (known as “UI”), deploy a dispatch-able battery system (the "Battery") and apply for all relevant and applicable landfill use permits, including those required by the Connecticut department of Energy and Environmental Protection (the “CT DEEP”), and to bid into the Connecticut Non-Residential Renewable Energy Solutions Program (the “CT NRES”) for the purposes of the Project.

WHEREAS, the Project is to be located on property owned by the City of Derby CT (the “City” or “Derby”) located at 80 Pine Street, Derby CT 06418.

WHEREAS, the City is working exclusively with Green Derby on a proposal to install the Project,

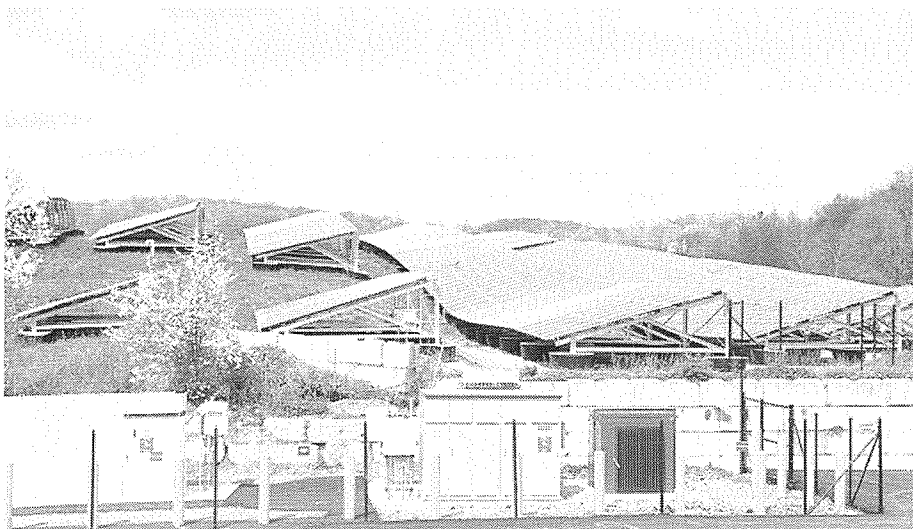
WHEREAS, the City and Green Derby are currently working together to finalize appropriate site control documents.

By: _____

Title: _____

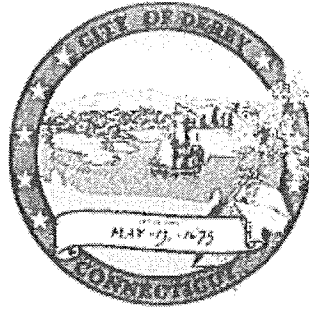
Date: _____

4MW Battery Installation Proposal



Battery Size	4 MW AC
Total Output per Dispatch	16 MWh
Proposed Annual Payment to The City	\$25,000/year

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CITY OF DERBY REQUEST FOR PROPOSALS

Dispatchable Battery Facility at Derby Landfill Parcel

DUE DATE: FRIDAY, MAY 30, 2025 – 10:00 AM
DERBY CITY HALL
1 Elizabeth Street, Derby, CT 06418

SUBMITTED BY:

Firm: _____

Address: _____

Telephone Number: _____

Email: _____

Contact Person: _____

Title: _____

LEGAL NOTICE

CITY OF DERBY REQUEST FOR PROPOSALS

Dispatchable Battery Facility at Derby Landfill Parcel

REQUEST FOR PROPOSALS ON THE LEASE OF MUNICIPAL OWNED LAND FOR THE INSTALLATION OF A DISPATCHABLE BATTERY FACILITY AT THE DERBY LANDFILL PARCEL No 25-5-1, ASSESSORS MAP: 2-5. In accordance with Section 21 of the Derby City Charter, the City of Derby, acting by and through the Board of Aldermen / Alderwomen, is seeking proposals from qualified bidders to DESIGN AND INSTALL AND OPERATE A DISPATCHABLE BATTERY FACILITY on the Derby landfill, Parcel No. 25-5-1, Assessors Map 2-5, and to lease a portion of said parcel for a twenty (20) year term for the purpose of installing and operating a Dispatchable Battery Facility.

Secure proposals shall be made electronically only via the City of Derby's secure web portal at <https://link.zixcentral.com/u/80281fc3/1vHWbQa77hGnPFCuIYY8jw?u=https%3A%2F%2Fwww.derbyct.gov%2Fbids>.

The Request for Proposal package may be downloaded from the City's web portal at <https://link.zixcentral.com/u/80281fc3/1vHWbQa77hGnPFCuIYY8jw?u=https%3A%2F%2Fwww.derbyct.gov%2Fbids>. Any firm desiring to furnish a proposal for such services shall submit a sealed proposal according to the instructions and format as set forth in the RFP package. The City of Derby reserves the right to accept or reject any and all bids and to waive any informality or defect therein if it shall deem it in the best interest of the City of Derby to do so.

The City of Derby is an Affirmative Action/Equal Opportunity Employer

City of Derby

CITY OF DERBY**REQUEST FOR PROPOSAL****Dispatchable Battery Facility at Derby Landfill Parcel****CONTENTS OF PACKAGE:**

The RFP Package contains the following:

- Legal Notice/Request for Proposals
- Instructions to Proposers
- General Specifications
- Proposal Form – Dispatchable Battery Facility at Derby Landfill Parcel - **Appendix A**
- Location of Derby Landfill – **Appendix B**
- Insurance Requirements – **Appendix C**
- Initial Disclosure Form – **Appendix D**
- Legal Status Disclosure Form – **Appendix E**
- Non-Collusion Affidavit - **Appendix F**

INSTRUCTION TO PROPOSERS**GENERAL INFORMATION**

The City of Derby (“Derby”) is issuing this Request for Proposals (“RFP”) from qualified bidders to lease a portion the Derby landfill, Parcel No. 25-5-1 (the “Site”) for a twenty (20) year term for the purpose of operating a Dispatchable Battery Facility (“DBF”) and to design, install and operate the DBF on the Site.

This RFP seeks battery installation from a qualified bidder who has experience with owning, operating and constructing DBFs. A preference will be given to a business that has obtained prior approval from the Department of Energy & Environmental Protection to own, construct and operate a DBF on a landfill. The rent paid to the City for the Site shall be not less than \$25,000.00 per annum.

The qualified bidder must hold and maintain appropriate certification deemed necessary by local, State and Federal agencies. Operation of the facility must be provided by the Proposer in a cost-effective, efficient, regulatory-compliant, and reliable manner under the terms of the agreement(s) between the City and the Proposer.

PROPOSAL FORM:

All Proposals shall be submitted on the form provided (**Appendix A**) and shall address all requirements of the RFP.

All submissions must be received no later than 10:00 a.m. on **Friday, May 30, 2025**. Proposals received after that date and time will not be accepted. Telegraphic or faxed Proposals will not be considered.

INTERPRETATION OF RFP PACKAGE

No oral interpretations will be made to any Proposer as to the meaning of the Specifications and RFP Documents. Every request for such interpretation shall be made in writing, by the Proposer to Town Clerk, Marc Garofalo, mgarofalo@derbyct.gov. No inquiry received after 11:00 a.m. on Wednesday, May 28, 2025 will be given consideration. Every interpretation made to a Proposer will be in the form of an addendum to the specifications. Said addendum will be sent promptly via email to all persons who have requested the Proposal Package.

EXAMINATION OF SPECIFICATIONS

Each Proposer shall thoroughly examine and be familiar with the RFP Package and Specifications. The failure or omission of any Proposer to examine any form, instrument, addendum, or other document, shall in no way relieve said Proposer from any obligations with respect to their Proposal. No Proposer shall rely upon any oral representation of any person, city official or employee concerning job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs.

SELECTION PROCESS

The City may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The City solely determines which proposer best meets the specifications and is in the best interest of the City of Derby. The City may disqualify the Proposer, and may reject any proposal, that fails to provide complete and accurate information in response to the requirements of this RFP.

Proposals will be evaluated based on what is deemed to be in the best interest of the City, including such factors as the bidder's experience and expertise in the construction and operation of DBFs; past experience with the Proposer; recommendations of entities for which the Proposer has previously provided services; and the total estimated income to the City. Income shall not be the sole factor in evaluating bids. The City of Derby reserves the right to request additional and/or clarifying information from Proposers. The anticipated award of the RFP and execution of the agreement between the selected Proposer and Derby will occur prior to **June 30, 2025**.

INDEMNIFICATION/HOLD HARMLESS

- a) Selected Proposer will be required to furnish a corporate surety bond as security for the completion of the DBF. In lieu of a surety bond, a certified letter of credit issued by a Connecticut based bank in an amount equal to the required performance surety bond may be substituted.
- b) The premium for the bond(s) described above shall be paid by the Proposer.
- c) A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- d) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Connecticut.
- e) Attorneys-in-fact who sign performance surety must file with each surety a certified and effectively dated copy of their power of attorney.

INDEPENDENT CONTRACTOR

The selected Proposer is an independent contractor and is not an employee or partner of, or in any other service relationship, with Derby. The Proposer is not authorized to speak for, represent, or obligate Derby in any manner without prior expressed written authorization from Derby.

AWARD OF CONTRACT

Derby expects to award the RFP to the responsible and qualified Proposer complying with the conditions of the RFP package, provided that its Proposal is reasonable and that it is in the best interest of Derby to accept it. It is anticipated that the award of the RFP will be made on or before **June 30, 2025**. Derby reserves the right to reject any and all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the proposal and the City need not necessarily award the RFP based on highest income, if it is in the opinion of the City that such award is in best interest of Derby to accept another proposal.

The Proposer which is selected will be required to execute a lease for the Site with Derby following Notice of Award.

Proposer acknowledges that the terms and conditions of the lease require separate approval of the Derby Board of Alderman and the required approval is within the discretion of the Derby Board of Alderman or such other governmental authority before which such approval is sought, which is not bound by Derby's covenants herein.

INTERVIEWS

The Mayor reserves the right to conduct interviews with as many of the Proposers as he finds appropriate, which interviews may include other representatives of the Derby. The Mayor is not required to conduct an interview of any or every Proposer.

CITY OF DERBY

DBF at Derby Landfill Parcel

GENERAL SPECIFICATIONS

SCOPE OF SERVICES

Derby is soliciting proposals from qualified Proposers to design, fabricate, deliver, install, operate and maintain a high quality dispatchable battery system for the Site owned by the City of Derby and to be leased to the Proposer. See **Appendix B** for the site location. The scope of work shall also include securing all necessary permits and approvals, all labor, taxes, services, permit fees and equipment necessary to produce fully operational DBF. The proposals should include a system summary detailing the DBF location.

a. Design, Engineering & Permitting

Supply design documents that provide the following minimum information:

- Timeline/Project Schedule
- System description
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation.
- Security for the system
- Logistics and staging plan

Identify an appropriate location for the DBF.

Awarded firm will secure, at their own expense, all required rights, permits, approvals, and interconnection agreements from governing agencies and the utility company.

b. Installation/Construction

Supply all equipment, materials, and labor necessary to install the DBF and integrate the system with other power sources. Provide a plan describing the delivery, storage, and security for all materials and equipment while on Site.

c. Electrical Interconnections

Supply and install all equipment required to interconnect the DBF. The firm will fulfill all applications, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the firm.

d. Operation and Maintenance Manuals and As-Built Drawings

Provide as-built drawings as pdf documents.

e. Monitoring

Monitoring of system performance.

f. Operation and Maintenance

Proposer shall be solely responsible to operate and maintain the DBF.

g. Licensing/Certification

The Proposer must be properly licensed in the State of Connecticut. A copy of the license shall be included in the proposal together with evidence of the expiration date.

h. Incurring Cost

The City is not liable for any cost incurred for the preparation of proposals by firms submitting proposals for the work requested in this RFP.

i. Examination of Site

Each respondent is considered to have examined the work site to fully acquaint itself with the exact existing conditions relating to the work and to fully understand the work involved and the difficulties and restrictions regarding the proposed work. The submission of a bid will be considered as conclusive evidence that the respondent has made such examination.

SELECTION PROCESS

We will use the following criteria to rate the proposals received:

1) Financial Qualifications

A statement of Financial Qualifications is required, fully describing the financing plan. It should include biographies of the team member(s) involved, and information detailing your track record for no less than your past 5 projects.

Derby is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

2) Past Project Development

A project development track record is required including past records of projected and actual schedules, system sizes, locations, and relevant contact information of the clients that can be used for references. A comprehensive listing of all awarded projects in the

past two years should be included with sufficient information that will allow the committee to understand the developers's nature, disposition, size, and status.

3) Nominated Site Plans and Site Development

As part of your response, we request detailed plans of the DBF that could be installed at the Site. The developer is responsible for ALL maintenance of the DBF.

The developer must include a plan/diagram that shows the locations where it is proposed such DBF will be installed and the layout of the DBF. Renderings may help the selection committee in its work evaluating your plans.

The names and contact information of all personnel responsible for project development and deployment must be included. Resumes for key personnel must be included.

4) Pricing and Contract

As part of your response to this RFP, we request that you complete pricing information, i.e., rent, etc., for the lease of the Site.

Contract terms are an important but not an exclusive part of the selection criteria.

Names and contact information of individuals responsible for negotiation and contract provision sign-off must be included. Respondents must expressly acknowledge that the time frames for contract negotiation and system deployment as outlined above is acceptable.

5) Other Options or Recommendations

Derby is looking specifically to the developers for other recommendations and add-ons that will enhance the DBF.

6) Presentation

Bidders that can present the information requested above, in the format requested, without requiring the evaluation team to wade through pages of sales material, will be ranked ahead of bidders that cannot. If there is additional information that you would like to include, please include any such additional information in this section.

The City may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The City solely determines which Proposer best meets the specifications and is in the best interest of Derby.

MISCELLANEOUS

Compliance with Laws - The Proposer shall propose to conduct operations in compliance with all applicable laws.

Nondiscrimination - The Proposer agrees and warrants that in the performance of the contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contract that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

Indemnity - The Proposer will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of the Proposer, its officers, agents, servants and employees in the performance of work described in this RFP.

Insurance - The Proposer shall always during the contract, maintain in full force and effect all insurance requirements as outlined in **Appendix C**. All insurance shall be by insurers and for policy limits acceptable to the City. Proposer agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force, containing the following provision:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder and the City of Derby. The City of Derby is listed as an additional insured under the terms of this contract.

Transferability - Other than by operation of law, no assignment of the award or any right occurring under this RFP shall be made in whole or in part by the Proposer without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the inability of the Proposer.

Right of Rejection

The Request for Proposal/bid does not necessarily contemplate an award based solely on income or price. Derby may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its sole discretion, it is in the best interest of Derby to do so. Derby reserves the right to amend or terminate the RFP at its sole discretion, before and after receiving proposals.

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**APPENDIX A
CITY OF DERBY
CONTRACTOR'S PROPOSAL FORM
FOR
Dispatchable Battery Facility at Derby Landfill Parcel**

To: Town Clerk, City of Derby

Proposal of: _____

The undersigned having carefully read and considered the Request for Proposal, Instructions for Proposals, General Specifications and all other bid documents to lease a portion the Derby landfill, Parcel No. 25-5-1 (the "Site") for a twenty (20) year term for the purpose of operating a Dispatchable Battery Facility ("DBF") and to design and install the DBF on the Site. The undersigned does hereby submit the following Proposal:

In submitting this Proposal, it is understood that the right is reserved by the City of Derby to reject any or all Proposals, to waive any informalities, omissions, excess verbiage or technical defects in the Proposal, and the City need not necessarily award the contract to the firm who submitted the lowest costs for services if, in the opinion of the City, it would be in the best interest of the City of Derby to accept another Proposal.

Firm Name: _____

Mailing Address: _____

Contact Person: _____

Title: _____

Phone Number: _____

Email: _____

Signature

Date

**APPENDIX B
LOCATION OF DERBY LANDFILL**

**APPENDIX C
INSURANCE REQUIREMENTS**

The Proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract the following insurance coverages covering the contractor and all of its agents, employees, consultants and other providers of all or part of the Services and shall name City of Derby as Additional Insureds on a primary and non-contributory basis to its Commercial General Liability insurance. All insurance shall be written with insurance carriers approved by the City of Derby and licensed to do business in the State of Connecticut. Such insurance coverages will be purchased from a company or companies with an A.M./Best rating of A-(VII) or better. Minimum limits and requirements are stated below:

1. Worker's Compensation Insurance:
 - a. Statutory Coverage;
 - b. Employer's Liability;
 - c. \$500,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee.
2. Commercial General Liability:
 - a. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Operations;
 - b. Limits of Liability for Bodily Injury and Building Damage;
 - c. Each Occurrence \$1,000,000;
 - d. Aggregate \$2,000,000;
 - e. A Waiver of Subrogation shall be provided;
 - f. Coverage will continue three years after the completion of the Project.
3. Automobile Insurance:
 - a. Including all owned, hired, borrowed and non-owned vehicles;
 - b. Limit of Liability for Bodily Injury and Building Damage:
 - c. Per Accident \$1,000,000.
4. Umbrella Liability Insurance:
 - a. Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

**APPENDIX D
Initial Disclosure Form**

1. Exceptions to the RFP

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

2. State Debarment List

Is the Proposer on the State of Connecticut's Debarment List?

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)
_____ No

4. Arbitration/Litigation

Has either the Proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)
_____ No

5. Criminal Proceedings

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

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)
_____ No

6. Ethics and Offenses in Public Project or Contracts

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

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)
_____ No

NOTE: In order to be considered a valid proposal this document must be signed by an

authorized officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP unless an exception is described above.

BY _____ TITLE: _____
(PRINT NAME)

(SIGNATURE) DATE: _____

**APPENDIX E
Legal Status Disclosure Form**

Complete the applicable section below, attaching a separate sheet if you need additional space, and sign this form.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name: _____

Street Address: _____

Mailing 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?

_____ 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: _____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Officers

_____	_____	_____
President/CEO	Secretary	Chief Financial Officer

Does the Proposer have a "permanent place of business" in Connecticut?

_____ 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: _____

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?

_____ 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: _____

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?

_____ 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

Name and Title of Proposer's Authorized Representative (print)

Proposer's Representative, Duly Authorized (signature)

Date

**APPENDIX F
Non-Collusion Affidavit**

The undersigned Proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein certifies that:

1. The proposal is genuine; it is not a collusive or sham proposal;
2. The Proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
3. The Proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
4. Unless otherwise disclosed, no elected or appointed official of DERBY 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 except as described in the RFP documents.

The undersigned Proposer further certifies that this affidavit is executed for the purpose of inducing the City of Derby to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer (signature)

Proposer's Representative, Duly Authorized

Name of Authorized Representative

Title of Authorized Representative

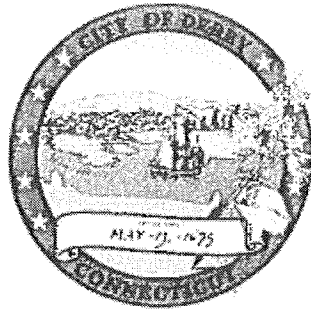
Date

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public
My Commission Expires:

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CITY OF DERBY REQUEST FOR PROPOSALS

Solar Energy Generating Facility at Derby Landfill Parcel (Power Purchase Agreement)

DUE DATE: MONDAY, MAY 30, 2025 – 10:00 AM
DERBY CITY HALL
1 Elizabeth Street, Derby, CT 06418

SUBMITTED BY:

Firm: _____

Address: _____

Telephone Number: _____

Email: _____

Contact Person: _____

Title: _____

LEGAL NOTICE

CITY OF DERBY REQUEST FOR PROPOSALS

Solar Energy Generating Facility at Derby Landfill Parcel

(Power Purchase Agreement)

REQUEST FOR PROPOSALS ON THE LEASE OF MUNICIPAL OWNED LAND FOR THE INSTALLATION OF A SOLAR ENERGY GENERATING FACILITY 1.5-4.0 MW AT THE DERBY LANDFILL PARCEL No 25-5-1, ASSESSORS MAP: 2-5. In accordance with Section 21 of the Derby City Charter, the City of Derby, acting by and through the Board of Aldermen / Alderwomen, is seeking proposals from qualified bidders to DESIGN AND INSTALL AND OPERATE on the Derby landfill, Parcel No. 25-5-1, Assessors Map 2-5, and to lease a portion of said parcel for a twenty (20) year term for the purpose of installing and operating a Solar Energy Generating Facility with related Power Purchase Agreement.

Secure proposals shall be made electronically only via the City of Derby's secure web portal at <https://link.zixcentral.com/u/80281fc3/1vHWbQa77hGnPFCuIYY8jw?u=https%3A%2F%2Fwww.derbyct.gov%2Fbids>.

The Request for Proposal package may be downloaded from the City's web portal at <https://link.zixcentral.com/u/80281fc3/1vHWbQa77hGnPFCuIYY8jw?u=https%3A%2F%2Fwww.derbyct.gov%2Fbids>. Any firm desiring to furnish a proposal for such services shall submit a sealed proposal according to the instructions and format as set forth in the RFP package. The City of Derby reserves the right to accept or reject any and all bids and to waive any informality or defect therein if it shall deem it in the best interest of the City of Derby to do so.

The City of Derby is an Affirmative Action/Equal Opportunity Employer

City of Derby

CITY OF DERBY

REQUEST FOR PROPOSAL

Solar Energy Generating Facility at Derby Landfill Parcel

(Power Purchase Agreement)

CONTENTS OF PACKAGE:

The RFP Package contains the following:

- Legal Notice/Request for Proposals
- Instructions to Proposers
- General Specifications
- Proposal Form – Solar Energy Generating Facility at Derby Landfill Parcel and Power Purchase Agreement - **Appendix A**
- Location of Derby Landfill – **Appendix B**
- Insurance Requirements – **Appendix C**
- Initial Disclosure Form – **Appendix D**
- Legal Status Disclosure Form – **Appendix E**
- Non-Collusion Affidavit - **Appendix F**

INSTRUCTION TO PROPOSERS

GENERAL INFORMATION

The City of Derby (“Derby”) is issuing this Request for Proposals (“RFP”) from qualified bidders to lease a portion the Derby landfill, Parcel No. 25-5-1 (the “Site”) for a twenty (20) year term for the purpose of operating a Solar Energy Generating Facility (“SEGF”) and to design and install the SEGF on the Site. In conjunction therewith, Derby wishes to obtain electricity derived from the SEGF’s photovoltaic (PV) energy sources and to price the purchase of solar-generated electricity under a long-term Power Purchase Agreement (“PPA”).

Derby’s goals with this RFP are: to save money, to give long-term transparency for a portion of Derby’s energy costs, to comply with the Derby Town Plan of Conservation & Development, to take incremental steps towards Derby’s goal of a net-zero community by reducing Derby’s carbon emissions levels via harvesting and utilizing renewable forms of energy.

This RFP seeks solar installation from a qualified bidder who has experience with owning, operating and constructing SEGFs. A preference will be given to a business that has obtained prior approval from the Department of Energy & Environmental Protection to own, construct and operate a solar facility on a landfill. The rent paid to the City for the Site shall be not less than \$50,000.00 per annum.

The qualified bidder must hold and maintain appropriate certification deemed necessary by local, State and Federal agencies. Operation of the facility must be provided by the Proposer in a cost-effective, efficient, regulatory-compliant, and reliable manner under the terms of the agreement(s) between the City and the Proposer.

PROPOSAL FORM:

All Proposals shall be submitted on the form provided (**Appendix A**) and shall address all requirements of the RFP.

All submissions must be received no later than 10:00 a.m. on **Friday, May 30, 2025**. Proposals received after that date and time will not be accepted. Telegraphic or faxed Proposals will not be considered.

INTERPRETATION OF RFP PACKAGE

No oral interpretations will be made to any Proposer as to the meaning of the Specifications and RFP Documents. Every request for such interpretation shall be made in writing, by the Proposer to Town Clerk, Marc Garofalo, mgarofalo@derbyct.gov. No inquiry received after 11:00 a.m. on Wednesday, May 28, 2025 will be given consideration. Every interpretation made to a Proposer will be in the form of an addendum to the specifications. Said addendum will be sent promptly via email to all persons who have requested the Proposal Package.

EXAMINATION OF SPECIFICATIONS

Each Proposer shall thoroughly examine and be familiar with the RFP Package and Specifications. The failure or omission of any Proposer to examine any form, instrument, addendum, or other document, shall in no way relieve said Proposer from any obligations with respect to their Proposal. No Proposer shall rely upon any oral representation of any person, city official or employee concerning job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs.

SELECTION PROCESS

The City may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The City solely determines which proposer best meets the specifications and is in the best interest of the City of Derby. The City may disqualify the Proposer, and may reject any proposal, that fails to provide complete and accurate information in response to the requirements of this RFP.

Proposals will be evaluated based on what is deemed to be in the best interest of the City,

including such factors as the bidder's experience and expertise in the construction and operation of SEGFs; past experience with the Proposer; recommendations of entities for which the Proposer has previously provided services; and the total estimated cost to the City. The cost shall not be the sole factor in evaluating bids. The City of Derby reserves the right to request additional and/or clarifying information from Proposers. The anticipated award of the RFP and execution of the agreement between the selected Proposer and Derby will occur prior to **June 30, 2025**.

INDEMNIFICATION/HOLD HARMLESS

- a) Selected Proposer will be required to furnish a corporate surety bond as security for the completion of the SEGF. In lieu of a surety bond, a certified letter of credit issued by a Connecticut based bank in an amount equal to the required performance surety bond may be substituted.
- b) The premium for the bond(s) described above shall be paid by the Proposer.
- c) A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- d) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Connecticut.
- e) Attorneys-in-fact who sign performance surety must file with each surety a certified and effectively dated copy of their power of attorney.

INDEPENDENT CONTRACTOR

The selected Proposer is an independent contractor and is not an employee or partner of, or in any other service relationship, with Derby. The Proposer is not authorized to speak for, represent, or obligate Derby in any manner without prior expressed written authorization from Derby.

AWARD OF CONTRACT

Derby expects to award the RFP to the responsible and qualified Proposer complying with the conditions of the RFP package, provided that its Proposal is reasonable and that it is in the best interest of Derby to accept it. It is anticipated that the award of the RFP will be made on or before **June 30, 2025**. Derby reserves the right to reject any and all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the proposal and the City need not necessarily award the RFP based on lowest costs, if it is in the opinion of the City that such award is in best interest of Derby to accept another proposal.

The Proposer which is selected will be required to execute a lease for the Site and a Power Purchase Agreement (“PPA”) with Derby following Notice of Award.

Proposer acknowledges that the terms and conditions of the lease and Power Purchase Agreement require separate approval of the Derby Board of Alderman and the required approval is within the discretion of the Derby Board of Alderman or such other governmental authority before which such approval is sought, which is not bound by Derby’s covenants herein.

INTERVIEWS

The Mayor reserves the right to conduct interviews with as many of the Proposers as he finds appropriate, which interviews may include other representatives of the Derby. The Mayor is not required to conduct an interview of any or every Proposer.

CITY OF DERBY**SEGF at Derby Landfill Parcel
(Power Purchase Agreement)****GENERAL SPECIFICATIONS****SCOPE OF SERVICES**

Derby is soliciting proposals from qualified Proposers to design, fabricate, deliver, install, operate and maintain solar photovoltaic electric generating systems under PPAs for the Site owned by the city of Derby. See **Appendix B** for the site location. The scope of work shall also include securing all necessary permits and approvals, all labor, taxes, services, permit fees and equipment necessary to produce fully operational SEGF. The proposals should include a system summary detailing each solar array location and applicable equipment/size, and a sample cash flow analysis detailing expected savings (both kWh and dollar) and potential buyout details along with projected long-term savings.

a. Design, Engineering & Permitting

Supply design documents that provide the following minimum information:

- Timeline/Project Schedule
- System description
- Equipment details, descriptions (e.g. Inverters, PV Modules & Racks), (specifications/data sheets)
- PV module layout plan
- Inverter and other equipment installation location plan
- All engineering associated with structural and mounting
- Performance of equipment components, and subsystems
- Integration of solar photovoltaic systems with existing power source(s)
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation.
- Remote System performance monitoring
- Security for the system
- Logistics and staging plan

Identify an appropriate location for the solar photovoltaic inverter equipment and its related components and control systems and emergency disconnect that will meet the following criteria:

- Ease of maintenance and monitoring
- Low operating losses
- Secured location
- Compatibility with existing facilities
- Architecturally and aesthetically compatible

Awarded firm will secure, at their own expense, all required rights, permits, approvals, and interconnection agreements from governing agencies and the utility company.

b. Installation/Construction

Supply all equipment, materials, and labor necessary to install the SEGF and integrate the system with other power sources. Provide a plan describing the delivery, storage, and security for all materials and equipment while on site.

c. Electrical Interconnections

Supply and install all equipment required to interconnect the SEGF. The firm will fulfill all applications, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the firm.

d. Operation and Maintenance Manuals and As-Built Drawings

Provide as-built drawings as pdf documents.

e. Monitoring

Monitoring of system performance. Provide the equipment and services to allow the City to monitor, analyze, and display historical and live solar generation data. The regularly collected data should reflect, but not be limited to, the following:

- System performance
- System availability
- Average and accumulated output

The monitoring shall be designed for turnkey, remote operation. Data shall be transmitted via Internet.

f. Warranties and Guarantees

Identify the warranties to be transferred to the City, if the City purchases the photovoltaic system.

g. Operation and Maintenance

Proposer shall be solely responsible to operate and maintain the SEGF.

h. Licensing/Certification

The Proposer must be properly licensed in the State of Connecticut. A copy of the license shall be included in the proposal together with evidence of the expiration date.

i. Incurring Cost

The City is not liable for any cost incurred for the preparation of proposals by firms submitting proposals for the work requested in this RFP.

k. Examination of Site

Each respondent is considered to have examined the work site to fully acquaint itself with the exact existing conditions relating to the work and to fully understand the work involved and the difficulties and restrictions regarding the proposed work. The submission of a bid will be considered as conclusive evidence that the respondent has made such examination.

SELECTION PROCESS

We will use the following criteria to rate the proposals received:

1) Financial Qualifications

A statement of Financial Qualifications is required, fully describing the financing plan. It should include biographies of the team member(s) involved, and information detailing your track record for no less than your past 5 projects.

Derby is looking for a strong track record for financing similar projects, where parties have financing available or a solid record of obtaining financing.

2) Past Project Development

A project development track record is required including past records of projected and actual schedules, system sizes, locations, and relevant contact information of the clients that can be used for references. A comprehensive listing of all awarded projects in the past two years should be included with sufficient information that will allow the committee to understand the developers's nature, disposition, size, and status.

3) Nominated Site Plans and Site Development

As part of your response, we request detailed plans of the solar array(s) that could be installed at the Site. The developer is responsible for ALL maintenance of the solar system and supporting structures as part of the PPA.

The developer must include a plan/diagram that shows the locations where it is proposed such solar arrays will be installed and the layout of the arrays. Renderings may help the selection committee in its work evaluating your plans and respondents are encouraged, but not required, to include these.

Site plans must include annual production estimates and relevant guarantees for each year in the PPA term.

The names and contact information of all personnel responsible for project development and deployment must be included. Resumes for key personnel must be included.

4) **Pricing and Contract**

As part of your response to this RFP, we request that you complete pricing information for the Site and include PPA pricing.

In line with Derby's goals, PPAs must demonstrate a cost savings on energy purchased and have no upfront cost. Respondents are strongly encouraged to demonstrate savings as they relate to both usage and if applicable delivery.

In addition to PPA terms, respondents must identify the cost of construction for the project.

Respondents agree to a minimum price lock of 90 (ninety) days as a consideration of responding to this RFP.

A sample PPA contract must be included in the proposal as a starting point for negotiations. Contract terms are an important but not an exclusive part of the selection criteria. The contract must include a non-appropriation clause that will permit Derby to comply with Connecticut General Statutes Section 7-348.

Names and contact information of individuals responsible for negotiation and contract provision sign-off must be included. Respondents must expressly acknowledge that the time frames for contract negotiation and system deployment as outlined above is acceptable.

5) **Other Options or Recommendations**

Derby is looking specifically to the developers for other recommendations and add-ons that will enhance the SEGF.

6) **Presentation**

Bidders that can present the information requested above, in the format requested, without requiring the evaluation team to wade through pages of sales material, will be ranked ahead of bidders that cannot. If there is additional information that you would like to include, please include any such additional information in this section.

The City may accept those proposal(s), which will, in its opinion, most completely meet the requirements of the RFP. The City solely determines which Proposer best meets the specifications and is in the best interest of Derby.

MISCELLANEOUS

Compliance with Laws - The Proposer shall propose to conduct operations in compliance with all applicable laws.

Nondiscrimination - The Proposer agrees and warrants that in the performance of the contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contract that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

Indemnity - The Proposer will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of the Proposer, its officers, agents, servants and employees in the performance of work described in this RFP.

Insurance - The Proposer shall always during the contract, maintain in full force and effect all insurance requirements as outlined in **Appendix C**. All insurance shall be by insurers and for policy limits acceptable to the City. Proposer agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force, containing the following provision:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder and the City of Derby. The City of Derby is listed as an additional insured under the terms of this contract.

Transferability - Other than by operation of law, no assignment of the award or any right occurring under this RFP shall be made in whole or in part by the Proposer without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the inability of the Proposer.

Right of Rejection

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. Derby may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its sole discretion, it is in the best interest of Derby to do so. Derby reserves the right to amend or terminate the RFP at its sole discretion, before and after receiving proposals.

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**APPENDIX A
CITY OF DERBY
CONTRACTOR'S PROPOSAL FORM
FOR
Solar Energy Generating Facility at Derby Landfill Parcel
(Power Purchase Agreement)**

To: Town Clerk, City of Derby

Proposal of: _____

The undersigned having carefully read and considered the Request for Proposal, Instructions for Proposals, General Specifications and all other bid documents to lease a portion the Derby landfill, Parcel No. 25-5-1 (the "Site") for a twenty (20) year term for the purpose of operating a Solar Energy Generating Facility ("SEGF") and to design and install the SEGF on the Site. In conjunction therewith, Derby wishes to obtain electricity derived from the SEGF's photovoltaic (PV) energy sources and to price the purchase of solar-generated electricity under a long-term Power Purchase Agreement ("PPA"), does hereby submit the following Proposal:

In submitting this Proposal, it is understood that the right is reserved by the City of Derby to reject any or all Proposals, to waive any informalities, omissions, excess verbiage or technical defects in the Proposal, and the City need not necessarily award the contract to the firm who submitted the lowest costs for services if, in the opinion of the City, it would be in the best interest of the City of Derby to accept another Proposal.

Firm Name: _____

Mailing Address: _____

Contact Person: _____

Title: _____

Phone Number: _____

Email: _____

Signature

Date

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**APPENDIX B
LOCATION OF DERBY LANDFILL**

**APPENDIX C
INSURANCE REQUIREMENTS**

The Proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract the following insurance coverages covering the contractor and all of its agents, employees, consultants and other providers of all or part of the Services and shall name City of Derby as Additional Insureds on a primary and non-contributory basis to its Commercial General Liability insurance. All insurance shall be written with insurance carriers approved by the City of Derby and licensed to do business in the State of Connecticut. Such insurance coverages will be purchased from a company or companies with an A.M./Best rating of A-(VII) or better. Minimum limits and requirements are stated below:

1. Worker's Compensation Insurance:
 - a. Statutory Coverage;
 - b. Employer's Liability;
 - c. \$500,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee.
2. Commercial General Liability:
 - a. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Operations;
 - b. Limits of Liability for Bodily Injury and Building Damage;
 - c. Each Occurrence \$1,000,000;
 - d. Aggregate \$2,000,000;
 - e. A Waiver of Subrogation shall be provided;
 - f. Coverage will continue three years after the completion of the Project.
3. Automobile Insurance:
 - a. Including all owned, hired, borrowed and non-owned vehicles;
 - b. Limit of Liability for Bodily Injury and Building Damage:
 - c. Per Accident \$1,000,000.
4. Umbrella Liability Insurance:
 - a. Umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages for commercial general liability and automobile insurance described above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

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APPENDIX D
Initial Disclosure Form

1. Exceptions to the RFP

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

2. State Debarment List

Is the Proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the Proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

_____ No

4. Arbitration/Litigation

Has either the Proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

_____ No

5. Criminal Proceedings

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

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

_____ No

6. Ethics and Offenses in Public Project or Contracts

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

_____ Yes (Note: if "yes," attach a sheet fully describing each such matter.)

_____ No

NOTE: In order to be considered a valid proposal this document must be signed by an

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authorized officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that it has read, understood and fully accepted each and every provision of each document comprising the RFP unless an exception is described above.

BY _____ TITLE: _____
(PRINT NAME)

(SIGNATURE) DATE: _____

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APPENDIX E
Legal Status Disclosure Form

Complete the applicable section below, attaching a separate sheet if you need additional space, and sign this form.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name: _____

Street Address: _____

Mailing 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?

_____ 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: _____

Owner's Full Legal Name: _____

Number of years engaged in business: _____

Names of Current Officers

President/CEO Secretary Chief Financial Officer

Does the Proposer have a "permanent place of business" in Connecticut?

_____ Yes* _____ No

**If yes, please state the full street address (not a post office box) of that "permanent place of business."*

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IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name: _____

Street Address: _____

Mailing 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?

_____ 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: _____

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)

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Does the Proposer have a "permanent place of business" in Connecticut?

_____ 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

Name and Title of Proposer's Authorized Representative (print)

Proposer's Representative, Duly Authorized (signature)

Date

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**APPENDIX F
Non-Collusion Affidavit**

The undersigned Proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein certifies that:

1. The proposal is genuine; it is not a collusive or sham proposal;
2. The Proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
3. The Proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
4. Unless otherwise disclosed, no elected or appointed official of DERBY 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 except as described in the RFP documents.

The undersigned Proposer further certifies that this affidavit is executed for the purpose of inducing the City of Derby to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer (signature)

Proposer's Representative, Duly Authorized

Name of Authorized Representative

Title of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public
My Commission Expires:



Marc Garofalo

From: Matthew Conway <mconway@derbyps.org>
Sent: Tuesday, April 22, 2025 11:28 AM
To: Michael Rafferty; George Kurtyka; Linda Fusco; Amy Pettinicchi; Marc Garofalo
Subject: Lawn Signs

Hi Marc,

I am requesting to place Kindergarten Registration signs on the BOA Community Relations committee meeting agenda as well as the next BOA agenda if the sub committee approves.

Thanks,

Matt

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Dr. Matthew J. Conway, Jr.
Superintendent of Schools
Derby Public Schools
35 Fifth Street
Derby, CT 06418
Office: 203-736-5027
Fax: 203-736-5031
www.derbypride.org

