



TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

FOR

MICROGRID FEASIBILITY STUDY

TNH 126-2015

TOWN OF NORTH HEMPSTEAD
OFFICE OF SUSTAINABILITY

220 Plandome Road
P.O. Box 3000
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Issue Date: August 12, 2015

Proposals Due: September 9, 2015 (3pm)
Questions Due: August 31, 2015

TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Town of North Hempstead is accepting proposals from qualified firms for the performance of a feasibility study to determine the feasibility of an electricity microgrid in downtown Port Washington, NY. This project is funded by the New York State Energy Research and Development Authority (NYSERDA) through the NYPrize program; all work is to be done according to the requirements of that program, and according to the guidance and feedback of the NYSERDA project manager.

The Study Area is approximately one half-mile in radius, and is located within a NYPrize Opportunity Zone. It is anchored by critical facilities located along Port Washington Boulevard and Main Street; this downtown area is densely developed with contiguous rooftops and parking assets that may be appropriate for solar infrastructure, and it is serviced by natural gas.

It is the intention of the Town and the stakeholders that the potential microgrid rely as heavily on energy efficiency, renewable energy generation, and on-site energy storage as is feasible, followed by generation from clean-burning fossil fuels. During the feasibility assessment, the Contractor must evaluate opportunities to extend the microgrid to the neighboring business community, including through Community Choice Aggregation, ESCO's, or other energy planning/ implementation methods.

The Contractor will be required to work closely with the Town's Office of Sustainability and its Planning and Environmental Protection Department. The Contractor will also be required to coordinate directly with the partners (listed below) for site-specific issues such as inspections and record review. The Town shall be copied on all communications between the Contractor and the partners during the term of the project. The Contractor must confirm all communications with the project partners with the Town in advance.

Under no circumstances are proposers to contact the project partners during this procurement process. All questions must be routed through the Town of North Hempstead. Contact with anyone other than the designated contact person is grounds for disqualification.

Partners include:

- The Town of North Hempstead (Project Lead)
- Residents For a More Beautiful Port Washington
- Port Washington Police District
- Port Washington Fire Department
- Port Washington Union Free School District
- Port Washington Water District
- Landmark on Main Street

- Port Washington Public Library
- PSEGLI
- National Grid

The following conditions apply to this RFP:

1. There is no obligation for the Town to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request, and the Town will not reimburse such expenses.
2. The costs to the Town for the work conducted under this RFP shall not exceed \$100,000.
3. Any inquiries concerning this RFP must be in writing or by email and should be addressed to Contracts@northhempsteadny.gov. All inquiries must bear the RFP number assigned to this RFP in the subject line, and they must be received by close of business on August 31, 2015. An addendum responding to all received questions will be posted between September 1-3 2015.

Please be advised that the Town cannot respond to requests for facility-specific information, such as utility records or site plans. **Under no circumstances are proposers to contact the project partners during this procurement process. All questions must be routed through the Town of North Hempstead. Contact with anyone other than the designated contact person is grounds for disqualification.**

4. To be considered, copies of a proposal must be received by the Office of Purchasing at 220 Plandome Road, Manhasset, New York 11030 by 3:00 p.m. September 9, 2015. The Town reserves the right to reject any or all proposals submitted.
5. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Town, Contractors submitting proposals may be requested to make presentations as part of the evaluation process. If interviews are conducted, presentations will be scheduled with each proposer being considered for the work.
6. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
7. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any retainer agreement(s) between the Town and the Contractor(s) selected.

8. The selection of Contractors will be set forth in a resolution of the Town Board and Contractors will be required to enter into a contract with the Town.
9. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.
10. The Town reserves the right to reject all proposals.
11. All work to be performed under this RFP is funded on a reimbursement basis by a grant from NYSERDA. The Town reserves the right to reduce the scope of services based on any feedback from the NYSERDA, or in the event that any project partners leave the project. The Town shall only expand the scope of services based on consultation with NYSERDA, the project partners, and the selected Contractor.

II. NATURE OF SERVICES REQUIRED

A. General. The Town requires the services of a qualified firm to perform the NY Prize feasibility study, as described in attachment A, and to advise the project partners on the most appropriate course of action. In addition to performing the NY Prize project scope that is included as an attachment to this RFP, the selected Contractor shall be required to fulfill the following duties as outlined here.

1. Summary Reports
 - a. Summary Reports shall be drafted for each partner and for the Town of North Hempstead listing the findings of each scope item. Reports shall be concise, well-organized, and prepared with the intent of assisting each project partner to support the microgrid or to implement energy improvements to their facilities in the event that a microgrid is not found to be feasible.
2. Reporting
 - a. The Contractor shall provide monthly status reports to the Town. Reports shall include but not be limited to progress-to-date, issues of concern, and costs incurred. The Contractor shall immediately notify the Town of any noteworthy developments.
3. Meetings
 - a. The Contractor may be required to attend periodic update meetings or to present the Work on behalf of the Town. The Town will not be charged for these meetings beyond the compiled hourly rate for all of the Contractor's participants and mileage.

B. Minimum Qualifications:

1. Firms must be authorized to do business in the State of New York.
2. The proposing team must have specializations in energy efficiency, renewable energy generation and storage, municipal energy planning, microgrid development and operation, and shall have previous experience developing energy projects in the Long Island utility and regulatory market. Experience working with NYSERDA is a plus but is not required.

C. Representation and Other Requirements. The following requirements will be made a part of any agreement entered into between the Town and the selected Contractor(s):

1. The Contractor shall be compensated for all reasonable expenses and disbursements actually incurred, such as mileage at the federally determined reimbursement rate, without application of a multiplier. All expenses must be eligible for reimbursement by NYSERDA, and **as such must be included in the Cost proposal submitted in response to this RFP and approved by NYSERDA as an eligible use of grant funding.** The Town will not reimburse expenses it is exempt from paying including, but not limited to sales taxes.
2. The Town will not reimburse expenses unless receipts, timesheets, or other appropriate documentation is provided for same. The Contractor should retain copies of all documentation. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear.
3. If the Contractor believes that an expert should be retained, the Contractor must secure prior written approval from the Town. A resume or *curriculum vitae* for the proposed expert shall be submitted at the time of the request for prior approval. The Contractor shall specifically agree that the proposed expert Contractor, its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
4. The Town reserves the absolute right to terminate the services at any time.
5. The Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Town Comptroller and NYSERDA.
6. The Contractor will promptly provide a response to any requests from the Town.
7. The Contractor shall, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the Contractor. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based

upon the Contractor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the Contractor or the Town beyond those provided by law.

- 8. The Contractor shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:
 - (a) Commercial general liability insurance covering the liability of the Contractor, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy;
 - (b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and
 - (c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

III. FEE STRUCTURE

Each proposal shall base their cost proposal on the following milestone structure which reflects the NYSERDA Scope of work. In addition to the milestone- based fee proposal, **Proposals must list the hourly rate for all team members.**

IV. TIME REQUIREMENTS

A. Proposed Calendar

- 1. The following is a list of key dates up to and including the date proposals must be submitted:

Milestone	Projected Date
Questions Due	August 31, 2015
Proposals Due	September 9, 2015

Interviews with Top Ranked firms, if necessary	September 17-21, 2015
Contract Award by Town Council	September 29, 2015
Develop Microgrid Capabilities	October 15, 2015
Develop Technical Design Costs & Configuration	November 15, 2015
Assessment of Microgrid Commercial & Financial Feasibility	December 15, 2015
Develop Information for Costs & Benefit Analysis	January 15, 2016
Accepted Final Written Document	February 15, 2016

- B. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited to, the due date for receipt of proposals.

V. PROPOSAL REQUIREMENTS

1. Inquiries

Written inquiries concerning the RFP and its subject must be submitted to to Contracts@northhempsteadny.gov by c.o.b. August 31, 2015. All inquiries must have the RFP number in the subject line. Direct responses to all inquiries will be distributed to each potential proposer. Contact with any of the project partners during the procurement period may be grounds for disqualification.

2. Submission of Proposals

Proposals must be concise and limited to no longer than 20 pages, front and back, with the exception of the title page, attachments A and B, and up to two examples of microgrid analysis that the Contractor may choose to provide. The following material is required to be received by the Due Date for a proposing Contractor to be considered.

- a. The Proposal shall include:

i. Title Page showing the RFP subject; the Contractor's name; name, address and telephone number of the contact person; and the proposal date.

ii. A brief history and description of the Contractor submitting the proposal, including a description of the Contractor's organizational structure.

iii. Technical Proposal. A signed letter of transmittal stating the proposer's understanding of the services to be performed, a statement why the Contractor believes it to be best qualified to perform the engagement, the Contractor's past history in providing such services for municipalities, any complementary projects, programs, or initiatives that the Contractor is

engaged in, biographical information of those personnel that would provide services to the Town under an agreement, a summary of notable accomplishments Each proposer must identify the Contractor's experience in the practice areas for which such Contractor is submitting a proposal and explain how such experience would benefit the Town and/or would serve the proposer well in providing services for the Town.

iv. At least three references, including name, address and telephone numbers. References shall **not** include the Town of North Hempstead or any of its Departments or Authorities. The proposer is welcome to list any work performed for the Town, its Departments, or Authorities separately, within the same section.

v. Completed price proposal using the format attached to this RFP, attached to the Proposal as Attachment A, and a statement that the proposal is a firm and irrevocable offer. A blank cost proposal form is attached to this Proposal as Attachment C.

vi. Fully completed Proposer's Qualification Statement attached to the Proposal as Attachment B, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda. Blank versions of these Documents are attached to this RFP as Attachment D.

vii. A statement that the Contractor will comply with the Town's Standard Terms and Conditions and any relevant NYSERDA terms and conditions which are provided as an attachment to this RFP.

- b. The completed proposal should be sent to the following address in a sealed envelope marked "Request for Proposals: TNH 126-2015, Microgrid Feasibility Study ":

Maria Gomes, Purchasing Officer
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

VI. SELECTION OF Contractor

- A. The purpose of a proposal submission is to demonstrate the qualifications, competence and capacity of the Contractors seeking to provide services to the Town. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Contractor and of the particular staff to be assigned to this engagement.

The Technical Proposal should address all points outlined in the RFP. The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements.

B. The Town will qualify Contractor(s) based on an evaluation of the proposals using the following ranked criteria:

1. Compliance with RFP Requirements (30%)
2. Experience of Proposing Team (30%)
3. The wherewithal of the Proposer to render the requested services in a timely fashion (30%)

The Town reserves the right to take into account any other factors it deems necessary in evaluating each proposal. Proposals which do not respond to the contents of this RFP may be deemed unresponsive and may be eliminated from consideration.

C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the Contractor selected. The Town reserves the right without prejudice to reject any or all proposals.

Attachments:

- A. Map
- B. NY Prize Scope
- C. Price Proposal
- D. Bidders statement
- E. Town Standard Conditions

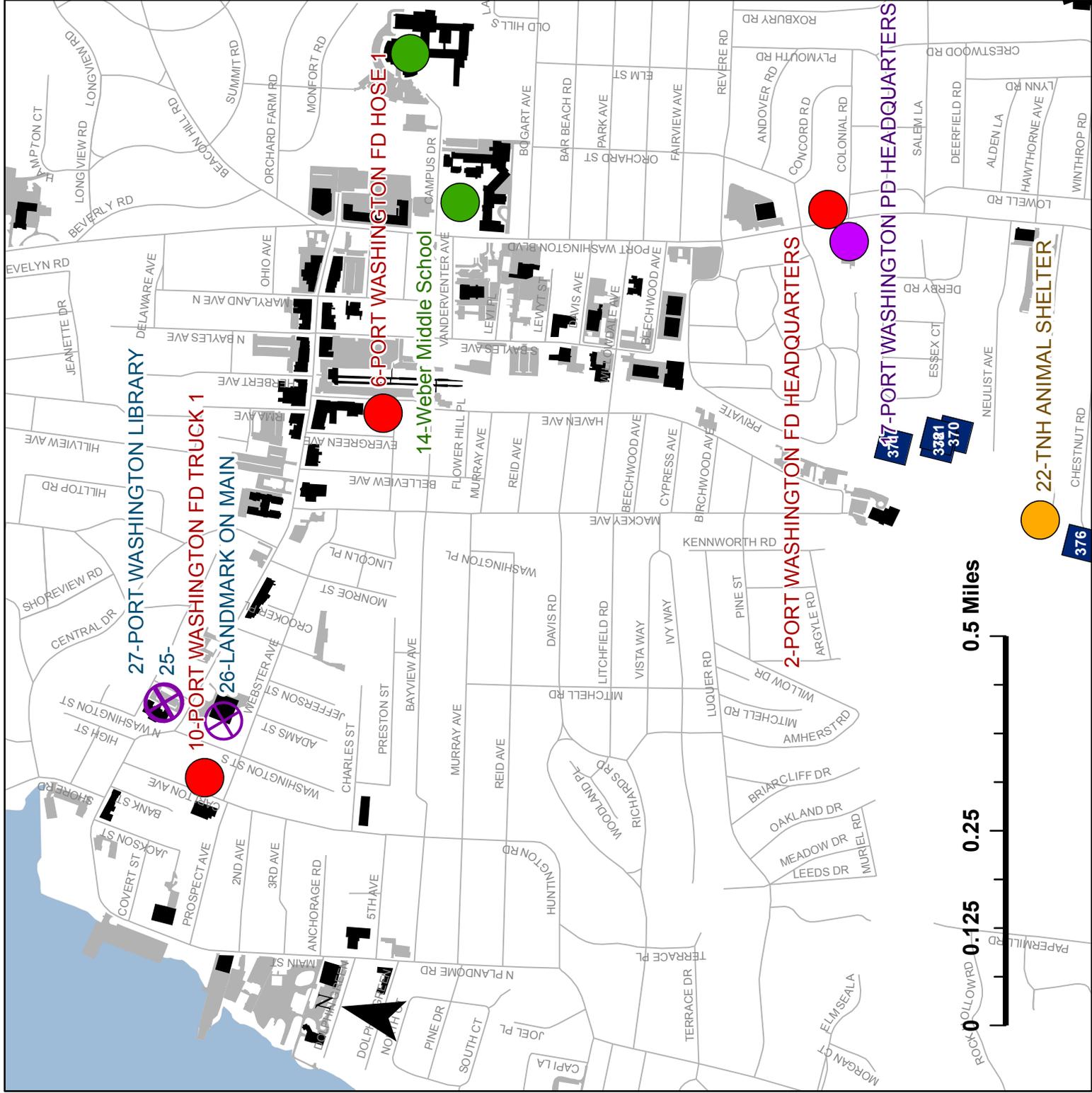
Attachment A

Potential NY Prize Study Area Port Washington, NY

Prepared by the Planning Department,
Town of North Hempstead
Revised May 2015

Legend

-  Firehouse
-  Police Facility
-  COMMUNITY
-  Animal Welfare (Shelters)
-  Institutional Customers
-  Assisted Living
-  Hospitals
-  Shelter
-  Sewer Pump Stations (Nassau)
-  Water Supply Well
-  Building over 10,000sqft (Approximate)
-  Parking over 10,000sqft (Approximate)



Attachment B

EXHIBIT A
STATEMENT OF WORK
Feasibility Assessment

Contract Title: **Town of North Hempstead Community Microgrid Feasibility Study**

Contractor: Town of North Hempstead

Project Number:

DEFINITIONS

1. The Project is defined as:

In this feasibility study, the Town of North Hempstead, along with its partners (The Port Washington Police District, the Port Washington Fire Department, the Port Washington Union Free School District, the Port Washington Water District, Residents for a More Beautiful Port Washington, Landmark on Main Street, the Port Washington Public Library, National Grid, and Public Service Electric and Gas – Long Island), will provide an assessment of microgrid options for the Town of North Hempstead. The microgrid facilities to be evaluated in the feasibility study will be police stations, an animal shelter, two (2) water stations, two (2) schools, three (3) fire stations, a library, and a senior housing complex and community center. Private facilities may be incorporated as feasible and practical.

2. The Project Objectives are defined as:

The goal of the proposed project is to study the feasibility of building and operating a community microgrid for the purpose of maintaining electric services for the participating customers/facilities and the community at large in the Port Washington area at times when weather events or other emergencies severely disrupt the capacity of the local distribution and transmission system to serve essential community needs. The proposed project will consist of four (4) phases. The first is the initial planning phase of the microgrid configuration to define normal and emergency loads and identify distributed energy resources and demand response needs. The second phase will be the microgrid technical and cost designs, this will include the distributed energy resources sizing, quantity, and location; identification of electrical and equipment configuration; performance of steady state and transient voltage studies; impact of any renewable or distributed generation; system protection strategy, failure mode analysis, optimization analyses; and specification of microgrid controls with the preparation of cost estimates, system drawings and specifications for the microgrid's distributed energy resources, electric distribution, load management and microgrid controls components. Finally, the last two (2) phases will include an assessment of the business and commercial feasibility, along with the project's benefit and cost analysis.

3. Contractor is defined as:

Town of North Hempstead
220 Plandome Road
Manhasset, NY 110s0

4. Subcontractors are defined as:

Additions and/or Substitutes are allowed subject to written approval of Project Manager and formal modification to this Agreement.

Task 0 – Project Management and Progress Reporting

0.0 Responsibility

The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, which shall include the following activities:

- a. Coordinate the work of the contractor's employees and those of sub-contractors and equipment vendors that are undertaking tasks described in this Statement of Work;
- b. Ensure control over the project budget and adherence to the project schedule; and
- c. Provide all project reporting to NYSERDA as specified in this Statement of Work.

0.1 Progress Reporting

The Contractor shall submit **monthly** progress reports to NYSERDA's Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects, in the order indicated, with appropriate explanation and discussion:

- a. Name of Contractor;
- b. Title of the project;
- c. Agreement number;
- d. Reporting period;
- e. Project progress including a summary of progress, findings, data, analyses, results and field-tests results from all tasks carried out in the covered period;
- f. Planned work for the next reporting period;
- g. Identification of problems;
- h. Planned or proposed solutions to identify problems described in (f) above;
- i. Ability to meet Milestone Payment Schedule, reasons for slippage in schedule;
- j. Milestone Payment Schedule-percentage completed and projected percentage of completion of performance by calendar quarter-may be presented as a bar chart or milestone chart; and
- k. Milestone Payment Schedule - analysis of actual costs incurred in relation to the Milestone Payment Schedule.

Deliverable(s): Written Periodic Progress Reports.

0.2 Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting **within fifteen days** from the contract execution date. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of sub-contractors and equipment vendors, if applicable. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. In a timely manner, the Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Deliverable(s): A brief report regarding the project kickoff meeting.

0.3 Project Completion Meeting

The Contractor shall conduct a project completion meeting, which shall occur within a time period covering **15 days prior to and 15 days following** the submission of the draft Final Written Document.

The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place.

Deliverable(s): A brief report regarding the project completion meeting.

0.4 Project Metrics Reporting

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Reports shall continue to be submitted for **two (2)** consecutive calendar years after the project is completed. The Contractor shall make every effort to quantify and document benefits and incorporate them into the Final Report and technology transfer activities as required in this agreement.

Deliverable(s): Written Annual Metrics Report

PROJECT TASKS

Task 1 Development of Microgrid Capabilities

Sub Task 1.1 Minimum Required Capabilities

The Contractor shall demonstrate that the proposed microgrid has the following minimum required capabilities:

- Serves at least one (1) but preferably more, physically separated critical facilities located on one (1) or more properties.
- The primary generation source capacity cannot be totally diesel fueled generators.
- A combination of generation resources must provide on-site power in both grid-connected and islanded mode.
- Must be able to form an intentional island.
- Must be able to automatically separate from grid on loss of utility source and restore to grid after normal power is restored.
- Must comply with manufacturer's requirements for scheduled maintenance intervals for all generation; plan on intermittent renewable resources that will be utilized toward overall generation capacity only if paired with proper generation and/or energy storage that will allow 24 hrs per day and seven (7) days per week utilization of the power produced by these resources.
- Generation must be able to follow the load while maintaining the voltage and frequency when running parallel connected to grid. It also needs to follow system load and maintain system voltage within American National Standards Institute (ANSI) c84-1 standards when islanded.
- Include a means for two-way communication and control between the community microgrid owner/operator and the local distribution utility through automated, seamless integration. Include processes to secure control/communication systems from cyber-intrusions/disruptions and protect the privacy of sensitive data.

- Provide power to critical facilities and a diverse group of customers connected directly to the microgrid—diversity should apply to customer type (e.g. residential, small commercial, industrial, institutional, etc.) and overall demand and load profile.
- Must include an uninterruptible fuel supply or minimum of one (1) week of fuel supply on-site.
- Demonstrate that critical facilities and generation are resilient to the forces of nature that are typical to and pose the highest risk to the location/facilities in the community grid. Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time.
- Provide black-start capability.

Sub Task 1.2 Preferable Microgrid Capabilities

The Contractor shall indicate to what degree the microgrid includes the following preferred capabilities:

- Integrate and demonstrate operation of advanced, innovative technologies in electric system design and operations, including, but not limited to, technologies that enable customer interaction with the grid such as, Microgrid Logic Controllers, Smart Grid Technologies, Smart Meters, Distribution Automation, Energy Storage;
 - Include an active network control system that optimizes demand, supply and other network operation functions within the microgrid;
 - Include energy efficiency and other demand response options to minimize new microgrid generation requirements;
 - Address installation, operations and maintenance and communications for the electric system to which interconnection is planned (e.g., underground networks, overhead loops, radial overhead systems);
 - Coordinate with the Reforming the Energy Vision (REV) work to provide a platform for the delivery of innovative services to the end use customers;
 - Take account of a comprehensive cost/benefit analysis that includes, but is not limited to, the community, utility and developer’s perspective;
 - Leverage private capital to the maximum extent possible as measured by total private investment in the project and the ratio of public to private dollars invested in the project;
 - Involve clean power supply sources that minimize environmental impacts, including local renewable resources, as measured by total percentage of community load covered by carbon-free energy generation;
 - Demonstrate tangible community benefits, including but not limited to, (e.g. jobs created, number of customers served, number of buildings affected, scale of energy efficiency retrofits, etc.)
- Incorporate innovation that strengthens the surrounding power grid and increases the amount of actionable information available to customers—providing a platform for customers to be able to interact with the grid in ways that maximize its value.

Deliverables: Documentation of the work conducted under each sub-task under Task 1: Description of Microgrid Capabilities, organized by sub-task.

Task 2: Develop Preliminary Technical Design Costs and Configuration

The Contractor shall conduct a preliminary assessment of the technical design and system configuration for the proposed community microgrid in accordance with the following sub tasks:

Note: Estimation of the costs and benefits at this stage of the NY Prize Community Grid Competition (Feasibility) is likely to be accurate within +/- 30%. The emphasis at this stage of analysis is on establishing a reasonable basis for competing for funding for a detailed, audit-grade engineering and business case analysis at a subsequent stage of the NY Prize Community Grid Competition.

Sub Task 2.1 Proposed Microgrid Infrastructure and Operations

The Contractor shall:

- Provide a simplified equipment layout diagram and a simplified one-line diagram of the proposed microgrid, include location of the distributed energy resources (DER) and utility interconnection points. Identify new and existing infrastructure that will be a part of the microgrid.
- Provide a brief narrative describing how the proposed microgrid will operate under normal and emergency conditions. Include description of normal and emergency operations.

Sub Task 2.2 Load Characterization

The Contractor shall:

- Fully describe the electrical and thermal loads served by the microgrid when operating in islanded and parallel modes: Peak KW, Average KW, annual/monthly/weekly KWh, annual/monthly/weekly BTU(consumed and recovered) and identify the location of the electrical loads on the simplified equipment layout and one-line diagrams.
- Provide hourly load profile of the loads included in the microgrid and identify the source of the data. If hourly loads are not available, best alternative information shall be provided.
- Provide a written description of the sizing of the loads to be served by the microgrid including a description of any redundancy opportunities (ex: n-1) to account for equipment downtime.

Sub Task 2.3 Distributed Energy Resources Characterization

The Contractor shall:

- Provide the following information regarding Distributed Energy Resources (DER) and thermal generation resources that are a part of the microgrid:
 - (i) Type (Distributed generation (DG), combined heat and power (CHP), photovoltaics (PV), boiler, solar water heater etc.),
 - (ii) rating (KW/BTU), and,
 - (iii) Fuel (gas, oil etc.).
- If new DER or other thermal generation resources are a part of the microgrid, provide a written description of the approximate location and space available. Identify the DERs on the simplified

equipment layout and one-line diagrams. Differentiate between new and existing resources.

- Provide a written description of the adequacy of the DERs and thermal generation resources to continuously meet electrical and thermal demand in the microgrid.
- Describe how resilient the DERs and thermal generation resources will be to the forces of nature (severe weather) that are typical to and pose the highest risk to their operation (example, reduced or zero output due to snow cover over PV panels, potential flooding of low lying areas, etc.)?
- Provide a description of the fuel sources for DER. Describe how many days of continuous operation of the microgrid can be achieved with current fuel storage capability? If additional fuel storage is required, provide a written description of needs required for this.
- Provide a written description of the capability of DERs including, but not limited to the following capabilities; black start, load-following, part-load operation, maintain voltage, maintain frequency, capability to ride-through voltage and frequency events in islanded mode, capability to meet interconnection standards in grid-connected mode.

Sub Task 2.4 Electrical and Thermal Infrastructure Characterization

The Contractor shall:

- Provide a high-level written description of the electrical infrastructure (feeders, lines, relays, breakers, switches, current and potential transformers (CTs and PTs) and thermal infrastructure (steam, hot water, cold water pipes) that are a part of the microgrid. Identify the electrical and thermal infrastructure on the simplified equipment layout (with approximate routing) and one-line diagrams (electrical only). Differentiate between new, updated and existing infrastructure.
- Describe how resilient the electrical and thermal infrastructure will be to the forces of nature that are typical to and pose the highest risk to the location/facilities. Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time. Discuss the impact of severe weather on the electrical and thermal infrastructure.
- Provide a written description of how the microgrid will be interconnected to the grid. Will there be multiple points of interconnection with the grid. What additional investments in utility infrastructure may be required to allow the proposed microgrid to separate and isolate from the utility grid. Provide a written description of the basic protection mechanism within the microgrid boundary.

Sub Task 2.5 Microgrid and Building Controls Characterization

The Contractor shall:

- Provide a high-level written description of the microgrid control architecture and how it interacts with DER controls and Building Energy Management Systems (BEMS), if applicable. Identify the locations of microgrid and building controls on the simplified equipment layout diagram. Differentiate between new and existing controls.
- Provide a brief written description of the services that could be provided by the microgrid controls

including, but not limited to the following:

- Automatically connecting to and disconnecting from the grid
- Load shedding schemes
- Black start and load addition
- Performing economic dispatch and load following
- Demand response
- Storage optimization
- Maintaining frequency and voltage
- PV observability and controllability; forecasting
- Coordination of protection settings
- Selling energy and ancillary services
- Data logging features
- How resilient are the microgrid and building controls? Discuss the impact of severe weather on the microgrid and building controls.

Sub Task 2.6 Information Technology (IT)/Telecommunications Infrastructure Characterization

The Contractor shall:

- Provide a high-level written description of the IT/Telecommunications Infrastructure (wide area networks, access point, ethernet switch, cables etc.) and protocols. Identify the IT and telecommunications infrastructure on the simplified equipment layout diagram. Differentiate between new and existing infrastructure.
- Provide a written brief description of communications within the microgrid and between the microgrid and the utility. Can the microgrid operate when there is a loss in communications with the utility? How resilient are the IT and telecommunications infrastructure?

Deliverables: Documentation of the work conducted under each sub-task under Task 2: Develop Preliminary Technical Design Costs and Configuration, organized by sub-task.

Task 3: Assessment of Microgrid's Commercial and Financial Feasibility

The Contractor shall conduct an assessment of the commercial and financial feasibility of the proposed microgrid project in accordance with the following requirements.

Sub Task 3.1 Commercial Viability – Customers

The Contractor shall describe the commercial terms/relationship between participants in the microgrid project, products expected to be produced by the microgrid and arrangements for sharing of benefits by addressing no less than the following items below:

- Identify the number of individuals affected by/associated with critical loads should these loads go unserved (e.g. in a storm event with no microgrid).

- Identify any direct/paid services generated by microgrid operation, such as ancillary services, or indirect benefits, such as improved operation, to the utility or New York Independent System Operator (NYISO)? If yes, what are they?
- Identify each of the microgrid's customers expected to purchase services from the microgrid.
- Identify other microgrid stakeholders; what customers will be indirectly affected (positively or negatively) by the microgrid.
- Describe the relationship between the microgrid owner and the purchaser of the power.
- Indicate which party/customers will purchase electricity during normal operation. During islanded operation? If these entities are different, describe why.
- What are the planned or executed contractual agreements with critical and non-critical load purchasers?
- How does the applicant plan to solicit and register customers (i.e. purchasers of electricity) to be part of their project?
- Are there any other energy commodities (such as steam, hot water, chilled water) that the microgrid will provide to customers?

Sub Task 3.2 Commercial Viability - Value Proposition

The Contractor shall describe the value the microgrid is expected to provide directly to its participants, to the community at large, the local electric distribution utility and the State of New York by addressing no less than the following items below:

- What benefits and costs will the community realize by the construction and operation of this project?
- How would installing this microgrid benefit the utility? (E.g. reduce congestion or defer upgrades)? What costs would the utility incur as a result of this project?
- Describe the proposed business model for this project. Include an analysis of strengths, weaknesses, opportunities and threats (SWOT) for the proposed business model.
- Are there any characteristics of the site or technology (including, but not limited to, generation, storage, controls, information technology (IT), automated metering infrastructure (AMI), other, that make this project unique?
- What makes this project replicable? Scalable?
- What is the purpose and need for this project? Why is reliability/resiliency particularly important for this location? What types of disruptive phenomenon (weather, other) will the microgrid be designed for? Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time.
- Describe the project's overall value proposition to each of its identified customers and stakeholders, including, but not limited, the electricity purchaser, the community, the utility, the suppliers and partners, and NY State.
- What added revenue streams, savings, and/or costs will this microgrid create for the purchaser of its power?
- How does the proposed project promote state policy objectives (e.g. NY REV, Renewable Portfolio Standard (RPS))?

- How would this project promote new technology (including, but not limited to, generation, storage, controls, IT, AMI, other)? What are they?

Sub Task 3.3 Commercial Viability - Project Team

The Contractor shall address no less than each of the following items below in describing the structure of the project team and the roles, strengths and resources of its members and other necessary partners.

- Describe the current status and approach to securing support from local partners such as municipal government? Community groups? Residents?
- What role will each team member (including, but not limited to, applicant, microgrid owner, contractors, suppliers, partners) play in the development of the project? Construction? Operation?
- Are public/private partnerships used in this project? If yes, describe this relationship and why it will benefit the project.
- Describe the financial strength of the applicant. If the applicant is not the eventual owner or project lead, describe the financial strength of those entities.
- For identified project team members, including, but not limited to, applicant, microgrid owner, contractors, suppliers, partners, what are their qualifications and performance records?
- Are the contractors and suppliers identified? If yes, who are they, what services will each provide and what is the relationship to the applicant? If no, what types of team members will be required and what is the proposed approach to selecting and contracting?
- Are the project financiers or investors identified? If yes, who are they and what is their relationship to the applicant? If no, what is the proposed approach to securing proposed financing? Will other members of the project team contribute any financial resources?
- Are there legal and regulatory advisors on the team? If yes, please identify them and describe their qualifications. If no, what is the proposed approach to enlisting support in this subject area?

Sub Task 3.4 Commercial Viability - Creating and Delivering Value

The Contractor shall describe the mechanics of ensuring that expected value is delivered to project participants, by addressing no less than the following items below:

- How were the specific microgrid technologies chosen? Specifically discuss benefits and challenges of employing these technologies.
- What assets does the applicant and/or microgrid owner already own that can be leveraged to complete this project?
- How do the design, technology choice, and/or contracts ensure that the system balances generation and load?
- What permits and/or special permissions will be required to construct this project? Are they unique or would they be required of any microgrid? Why?
- What is the proposed approach for developing, constructing and operating the project?
- How are benefits of the microgrid passed to the community? Will the community incur any costs? If so, list the additional costs.

- What will be required of the utility to ensure this project creates value for the purchaser of the electricity and the community?
- Have the microgrid technologies (including but limited to: generation, storage, controls) been used or demonstrated before? If yes, describe the circumstances and lessons learned.
- Describe the operational scheme, including, but not limited to, technical, financial, transactional and decision making responsibilities that will be used to ensure this project operates as expected.
- How does the project owner plan to charge the purchasers of electricity services? How will the purchasers' use be metered?
- Are there business/commercialization and replication plans appropriate for the type of project?
- How significant are the barriers to market entry microgrid participants?
- Does the proposer demonstrate a clear understanding of the steps required to overcome these barriers?

Sub Task 3.5 Financial Viability

The Contractor shall describe the case for financial viability for development and operation of the microgrid by addressing no less than the following items below:

- What are the categories and relative magnitudes of the revenue streams and/or savings that will flow to the microgrid owner? Will they be fixed or variable?
- What other incentives will be required or preferred for this project to proceed? How does the timing of those incentives affect the development and deployment of this project?
- What are the categories and relative magnitudes of the capital and operating costs that will be incurred by the microgrid owner? Will they be fixed or variable?
- How does the business model for this project ensure that it will be profitable?
- Describe the financing structure for this project during development, construction and operation.

Sub Task 3.6 Legal Viability

The Contractor shall describe the legal terms and conditions and other requirements necessary to develop and operate the microgrid by addressing no less than the items below:

- Describe the proposed project ownership structure and project team members that will have a stake in the ownership.
- Has the project owner been identified? If yes, who is it and what is the relationship to the applicant? If no, what is the proposed approach to securing the project owner?
- Does the project owner (or owners) own the site(s) where microgrid equipment/systems are to be installed? If not, what is the plan to secure access to that/those site(s)?
- What is the approach to protecting the privacy rights of the microgrid's customers?
- Describe any known, anticipated, or potential regulatory hurdles, as well as their implications that will need to be evaluated and resolved for this project to proceed. What is the plan to address them?

Deliverable: Documentation of the work conducted under each sub-task under Task 3: Assessment of Microgrid's Commercial and Financial Feasibility, organized by sub-task.

Task 4: Develop Information for Benefit Cost Analysis

The Contractor shall develop and provide the information for the data capture and facility questionnaire information sheets required to support an independent evaluation of project costs and benefits for this stage of analysis.

Sub Task 4.1 Facility and Customer Description

The Contractor shall list and describe all facilities that will be served by the microgrid. For each facility the Contractor shall:

- Indicate the rate class to which the facility belongs (i.e., residential, small commercial/industrial, large commercial/industrial).
- Indicate the economic sector to which the facility belongs (e.g., manufacturing, wholesale and retail trade, etc.).
- Indicate whether multiple ratepayers are present at the facility (e.g., multi-family apartment buildings).
- Indicate the facility's average annual electricity demand (MWh) and peak electricity demand (MW). For facilities with multiple ratepayers, indicate average annual and peak demand per customer, rather than for the facility as a whole.
- Indicate the percentage of the facility's average demand the microgrid would be designed to support during a major power outage.
- In the event of a multi-day outage, indicate the number of hours per day, on average, the facility would require electricity from the microgrid.

Sub Task 4.2 Characterization of Distributed Energy Resources

The Contractor shall describe the distributed energy resources (DER) the microgrid would incorporate, including for each the items below:

- Energy/fuel source.
- Nameplate capacity.
- Estimated average annual production (MWh) under normal operating conditions.
- Average daily production (MWh/day) in the event of a major power outage.
- For fuel-based DER, fuel consumption per MWh generated (MMBtu/MWh).

Sub Task 4.3 Capacity Impacts and Ancillary Services

The Contractor shall provide estimates of the following services/value the microgrid is expected to provide, as applicable:

- The impact of the expected provision of peak load support on generating capacity requirements (MW/year).
- Capacity (MW/year) of demand response that would be available by each facility the microgrid would serve.
- Associated impact (deferral or avoidance) on transmission capacity requirements (MW/year).
- Associated impact (deferral or avoidance) on distribution capacity requirements (MW/year).

- Ancillary services to the local utility (e.g., frequency or real power support, voltage or reactive power support, black start or system restoration support)
- Estimates of the projected annual energy savings from development of a new combined heat and power (CHP) system relative to the current heating system and current type of fuel being used by such system
- Environmental regulations mandating the purchase of emissions allowances for the microgrid (e.g., due to system size thresholds)
- Emission rates of the microgrid for CO₂, SO₂, NO_x, and Particulate Matter (emissions/MWh).

Sub Task 4.4 Project Costs

The Contractor shall provide the following cost information for the microgrid:

- Fully installed costs and engineering life span of all capital equipment.
- Initial planning and design costs.
- Fixed operations and maintenance (O&M) costs (\$/year).
- Variable O&M costs, excluding fuel costs (\$/MWh).
- What is the maximum amount of time each DER would be able to operate in islanded mode without replenishing its fuel supply? How much fuel would the DER consume during this period?

Sub Task 4.5 Costs to Maintain Service during a Power Outage

For each facility the microgrid would serve, the Contractor shall describe its current backup generation capabilities, if any, by providing the following information:

- Fuel/energy source of each existing backup generator.
- Nameplate capacity of each existing backup generator.
- The percentage of nameplate capacity at which each backup generator is likely to operate during an extended power outage.
- Average daily electricity production (MWh/day) for each generator in the event of a major power outage, and the associated amount of fuel (MMBtu/day) required to generate that electricity.
- Any one-time costs (e.g., labor or contract service costs) associated with connecting and starting each backup generator.
- Any daily costs (\$/day) (e.g., maintenance costs) associated with operating each backup generator, excluding fuel costs.
- Given a widespread power outage (i.e., a total loss of power in the surrounding area), describe and estimate the costs of any emergency measures that would be necessary for each facility to maintain operations, preserve property, and/or protect the health and safety of workers, residents, or the general public. Please include costs for one-time measures (e.g., total costs for connecting backup power) and any ongoing measures (expressed in terms of average costs per day). Specify these costs for two scenarios: (1) when the facility is operating on backup power, if applicable, and (2) when backup power is not available.

Sub Task 4.6 Services Supported by the Microgrid

For facilities that provide fire, emergency medical, hospital, police, wastewater, or water services, the Contractor shall:

- Estimate the population served by each facility.
- Describe how a power outage would impact each facility's ability to provide services. If possible, estimate a percentage loss in the facility's ability to serve its population during a power outage, relative to normal operations (e.g., 20% service loss during a power outage), both when the facility is operating on backup power and when backup power is not available.

For residential facilities, the Contractor shall:

- Describe the type of housing the facility provides (e.g., group housing, apartments, dormitory, nursing home, assisted living, etc.).
- Estimate the number of residents that would be left without power during a power outage.

Deliverable: Documentation of the work conducted under each sub-task under Task 4: Develop Information for Benefit Cost Analysis, organized by sub-task.

PROJECT RESULTS – FINAL DOCUMENTATION

Task 5- Final Written Documentation

5.0 The Contractor shall prepare a detailed Final Written Document in the form of a report covering all aspects of the work performed under this Agreement.

- a. The report shall include information on the following subjects and synthesize all information into understandable and actionable findings. Reports must also include a description of assumptions or manipulations to calculations/projections performed and/or a summary of input data for any modeling performed:
 1. Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
 2. Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the Project; and
 3. Environmental, and economic benefits, and implementation scenarios associated with such.
- b. The report shall be provided in Draft and Final form as follows:
 1. A Draft Version of the Final Written Document in the form of a report shall be submitted to NYSERDA's Project Manager **no later than the date specified** in the Milestone Payment Schedule of the NYSERDA Agreement for this task. NYSERDA will comment on the draft version within 30 working days after receipt of such draft.
 2. A Final Version of the Final Written Document in the form of a report shall be submitted **within 30 working days** after receipt of NYSERDA's comments. The Contractor shall:
 - a. prepare the final version of the Final Written Document to reflect careful consideration of NYSERDA's comments to the satisfaction of NYSERDA;
 - b. submit electronic copy of the final version of the Final Written Document.

Deliverable(s):

1. A draft version of the Final Written Document.
2. An accepted final version of the Final Written Document

Attachment C

PRICE PROPOSAL

Milestone	Total
Develop Microgrid Capabilities	\$
Develop Technical Design Costs & Configuration	\$
Assessment of Microgrid Commercial & Financial Feasibility	\$
Develop Information for Costs & Benefit Analysis	\$
Accepted Final Written Document	\$
Total	\$

Proposals may include an hourly fee for services performed, fixed fees for certain services or any combination thereof.

All proposals must include a list of the hourly rates for the staff that is proposed to do the work.

The undersigned further stipulates that the information in this attachment and the proposer's fee proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Proposer

Sworn to and subscribed on

this ___ day of _____, 20__

Title of Person Signing

(Notary Public)

Attachment D

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Proposal Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*);
and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this RFP.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this RFP.
4. That he/she agrees to accept payment in accordance with the requirements of the RFP; and
5. That he/she agrees that the proposed submitted to the Town shall be irrevocable and that he/she will, if his/her proposal is accepted, enter into a retainer agreement with the Town of North Hempstead pursuant to the terms and conditions set forth in the RFP.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on
this ___ day of _____, 20___

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations**: Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice**: Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits**: Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct**: Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest**: disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Proposer's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of Contractor preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

My commission expires:

(Notary Public)

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each proposer and each person signing on behalf of any proposer 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:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By:

Proposer's Signature

Date

Print Name

Title

Legal Name of Individual or Business Name of Company/Partnership/Corporation

Proposer's Federal Tax Identification # (Do Not Use SS#)

Address

Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

(Notary Public)

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.
- (d) **Professional Liability Insurance**

This form and all supporting documentation must be submitted with this Proposal even if said information is on-file with the Town in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of RFP: _____ RFP Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier: _____ Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) Disability Benefits Insurance:

Insurance Carrier: _____ Policy Number(s): _____

(4) Professional Liability Insurance:

Insurance Carrier: _____ Policy Number(s): _____

(5) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(6) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030

Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

Dated _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<input type="checkbox"/> <u>NO ADDENDUM</u> WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL. ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT AND PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

Attachment E

STANDARD TOWN TERMS AND CONDITIONS

1. Compensation

(a) Claim Forms, Claim Form Review and Approval. Payments shall be made to the Consultant in arrears and shall be expressly contingent upon (i) the Consultant submitting a claim form (the “Claim Form”) in a form satisfactory to the Town, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and (ii) review, approval and audit of the Claim Form by the Town and/or the Comptroller. Draw downs for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.

(b) Timing of Payment Claims. The Consultant shall submit claims no more frequently than once a week and no later than one (1) months following the Town’s receipt of the services that are the subject of the claim. Any claims submitted in violation of this clause 3(c) shall not be due and payable by the Town and the Consultant hereby expressly waives any and all rights thereto.

(c) No Duplication of Payments. Payments for the Services shall not duplicate payments for any work performed or to be performed under any other agreements made between the Consultant and any funding source including the Town.

2. Termination

(a) The Town reserves the absolute right to terminate the Agreement at any time by service of a written notice sent by certified mail to the address set forth above. The Town will be responsible for payment of any portion of the Services completed prior to termination and satisfactory to the Town’s Comptroller.

(b) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the Town (including those set forth in other provisions of this Agreement) to assist the Town in transitioning the Contractor’s responsibilities under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

(c) Accounting Upon Termination. Within thirty (30) days of the termination of this Agreement, the Contractor shall provide the Supervisor with a complete accounting up to the date of termination of all monies received from the Town, and shall immediately refund to the Town any unexpended balance remaining as of the time of termination.

(d) Reimbursement Upon Termination. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the Town pending the Contractor’s reasonable compliance with the terms and provisions of (b) and (d) above.

3. Representations

The Contractor warrants and represents as of the effective date of this Agreement:

(a) it has full corporate right, power and authority to enter into this Agreement, and to perform the acts required of it hereunder; and

(b) when executed and delivered by Contractor, this Agreement will constitute the legal, valid and binding obligation of Contractor, enforceable against such party in accordance with its terms.

4. Refusal to Testify

If any person when called to testify before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, or any political subdivision thereof, a public authority, or with any public department, agency or office of the state, or of any political subdivision thereof, or of a public authority, refuses to answer any relevant question concerning such transaction or contract even though offered immunity against the use of his (its) answer and evidence derived therefrom in any subsequent criminal case in which he (it) is a defendant, then any such person or any firm, partnership, or corporation of which he (it) is a member, partner, director, or official shall be disqualified for a period of five years after such refusal from submitting bids to, receiving awards from, or entering into any contracts with the Town of North Hempstead or any department or agency or official thereof. If such a person refuses to answer any relevant question as aforesaid, then this Agreement may be cancelled and terminated by the Town without the Town incurring any penalty or damages by virtue of such cancellation or termination. Any monies owed for goods delivered or work done prior to cancellation shall be paid.

5. Amendments

This Agreement may only be amended or modified by written agreement duly executed by the Parties.

6. Independent Contractor

The Contractor is an independent Contractor of the Town. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Contractor (a "Contractor Agent"), be (a) deemed a Town employee, (b) commit the Town to any obligation, or (c) hold itself, himself, or herself out as a Town employee or Person with the authority to commit the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. Indemnification

(a) To the fullest extent permitted by law, the Contractor:

- (i) shall indemnify and hold harmless the Town, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses attributable to acts or omissions of the Contractor or Contractor's Agents, if any, arising out of or in connection with this Agreement, except, however, that the Contractor shall not be held liable for occurrences resulting from the negligence of the Town.
- (ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties and

which arise out of the negligent performance of the Contractor, or its independent Contractors, if any, in connection with this Agreement, and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(iii) shall, and shall cause the Contractor's Agents to, cooperate with the Town in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.

(b) The obligations of the Contractor pursuant to Section 7(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

(c) Nothing in this Section 7 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Agreement.

(d) The Contractor's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

8. Insurance

During the term of the Agreement, Contractor shall obtain the following insurance coverage for the underlying Services, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and shall furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder:

(a) Commercial general liability insurance covering the liability of the Contractor, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy;

(b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and

(c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

9. Compliance With Laws

The Contractor shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

10. Inspection of Contractor's Work and Records

The Contractor shall retain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for a minimum period of six (6) years after final settlement and shall make them available for inspection and audit by the Town.

11. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

12. No Assignment or Transfer

Contractor's rights under this Agreement shall not be subcontracted or assigned nor its obligations assumed or transferred, except Contractor shall be permitted to assign and transfer all rights and obligations of this Agreement to a newly formed New York corporate entity provided the Contractor is a principal and majority shareholder of such corporate entity.

13. Waiver

Failure by any party to enforce at any time, for any reason, or for any period of time, any of the provisions of this Agreement, shall not be or constitute a waiver of any such provision or provisions and shall in no way affect such party's rights to later enforce such provision or provisions.

14. Headings

The headings of the Sections of this Agreement are for purposes of identification only and are not intended to limit the terms hereof or proscribe the rights and responsibilities of the Town or the Contractor provided for herein.

15. Legal Provisions Deemed Included; Severability; Construction

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either Party as drafter.

16. Consent to Jurisdiction and Venue; Governing Law

(a) Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

17. Limitations on Actions and Special Proceedings Against the Town

No action or special proceeding shall lie or be prosecuted or maintained against the Town upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Supervisor for adjustment and the Town shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Supervisor under this Section to the Town Attorney (at the address specified above for the Town) on the same day that documents are sent or delivered to the Supervisor. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the Town.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, or (ii) the time specified in any other provision of this Agreement.

18. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (ii) this Agreement has been executed by the Supervisor (as defined in this Agreement).

(b) Availability of Funds. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

19. Merger

It is understood that the Agreement represents the entire Agreement of the parties hereto, and all previous understandings are merged herein, and no modifications thereof shall be valid unless it meets the requirements of this Agreement.