

NOTICE OF RFP – REQUEST FOR PROPOSAL

Daisy Solutions LLC

REQUEST FOR PROPOSAL

AREA COOPERATIVE EDUCATIONAL SERVICES "ACES" REQUEST FOR PROPOSALS FOR THE INSTALLATION OF SOLAR CARPORT CANOPIES THAT WILL INCLUDE: THE ELECTRICAL CONNECTIONS TO THE EXISTING UTILTY TRANSFORMERS (TWO A & B), THE CIVIL SITE WORK TO PREPARE AND CONSTRUCT ALL FOOTINGS AND POURING THEREOF, THE ERECTION OF STEEL STRUCTURES, INSTALLATION OF SOLAR PANELS, RACKING, INVERTERS, UNDERLIGHTING AND WATER MANAGEMENT SYSTEMS.

SITE LOCATION:

- 1. ACES Academy (A), 130 Leeder Hill, Hamden, CT**
per attached drawings (255kW (DC) / 192kW (AC))
- 2. ACES North (B), 130 Leeder Hill, Hamden, CT**
per attached drawings (726kW (DC) / 600kW (AC))

Friday, March 14th, 2025

Daisy Solutions LLC ("Daisy") seeks proposals from Electrical Contractors and Civil/Excavation Contractors (each a "Proposer") to install Solar Carport Canopies ("Canopies") at site as described.

Daisy Solutions LLC ("Daisy") is administering this RFP and the installation of this Solar Carport Canopies as the ACES Owner's Representative (OR).

A Mandatory Site Walk Visit Meeting will be hosted on

Wednesday, March 26th, 2025, at 10:00 a.m. EST.

A Non-Mandatory Q & A ZOOM Meeting will be hosted on

Wednesday, April 2nd, 2025 at 11:00 a.m. EST.

Zoom.us

Meeting ID: 891 6896 9685

Passcode: 748341

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Proposers shall submit their proposal through email addresses below:

bryan@advancedenergyefficiencies.com & jim@advancedenergyefficiencies.com

Reference is hereby made to Schedules A, B, C, D, E, F, G, & H which are incorporated herein and made part of this RFP.

Client/Daisy reserves the right to amend or terminate this RFP, accept or reject any proposals, and waive any informalities or non-material deficiencies in a proposal to a Proposer that, in Client/Daisy's sole discretion and judgment, will be in Client/Daisy's best interests.

Client/Daisy's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in Client/Daisy's sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

A Notice of Selection shall precede any contracts and, after that, be contingent and non-binding until Client/Daisy's approves and successfully executes the Contract and all other pertinent written contracts in connection with the RFP ("Pertinent Contracts").

END OF RFP NOTICE

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I. INTRODUCTION:

Client/Daisy's seeks proposals from Electrical and Civil/Excavation Contractors (each a "Proposer") to install SOLAR CARPORT CANOPIES per drawings provided.

Information:

Site Visits: Mandatory as follows:

Wednesday, March 26th, 2025, at 10:00 a.m. EST.

Note: Pictures and Drawings provided in this RFP are for your reference and review.

A. Proposals Due: Friday, April 30th, 2025, by 5 pm EST.:

Due by electronic communication through email:

bryan@advancedenergyefficiencies.com & jim@advancedenergyefficiencies.com

Selection of the Winning Proposer and the Preliminary Notice of Selection are anticipated on **Friday, May 9th, 2025**, or at a subsequent date to be determined.

B. Site Location as specified above:

Refer to the site drawings showing the location of the Canopies the general plan for footings, conduit/conductor runs, and the general plan for trenching.

C. Construction Schedule:

When considering availability for start date, note that the site in this RFP have the required local Zoning Approvals and Electrical/Building Permits.

Daisy has worked with the Client to determine the construction start date as soon as **May 30th, 2025**.

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Final Construction Meeting	AEE/Contractor	0%	5/1/25	5/15/25
Mobilization To The Site	AEE/Contractor	0%	6/2/25	6/9/25
Civil Site Work For Trenching & Footings	AEE/Contractor/SLR	0%	6/9/25	6/30/25
Erect Steel Columns and Roof Framing	AEE/Contractor	0%	6/30/25	7/18/25
Install Panels, Inverters, Water Management, Lighting	AEE/Contractor	0%	7/18/25	8/22/25
ACES Leeder Hill B 311.04 kW (DC) Solar Carport	PHASE 2 - B side		6/15/25	8/30/25
Civil Site Work For Trenching & Footings	AEE/Contractor/SLR	0%	7/1/25	8/1/25
Erect Steel Columns and Roof Framing	AEE/Contractor	0%	7/21/25	8/15/25
Install Panels, Inverters, Water Management, Lighting	AEE/Contractor	0%	8/18/25	9/26/25
ACES Leeder Hill B 414.96 kW (DC) Solar Carport	PHASE 3 - Back A side		7/15/25	8/30/25
Civil Site Work For Trenching & Footings	AEE/Contractor/SLR	0%	8/1/25	9/5/25
Erect Steel Columns and Roof Framing	AEE/Contractor	0%	8/15/25	9/19/25
Install Panels, Inverters, Water Management, Lighting	AEE/Contractor	0%	9/15/25	10/31/25

A Project Construction Time Line Plan for the “Canopies” has been created and included in this RFP. The selected Proposer, must be willing and able to adhere to these critical timelines that have been predetermined as acceptable by the Client.

Proposers shall note that the site is an educational facility. The Proposer shall coordinate schedules and operations to avoid disrupting the school day and summer school.

D. Subcontractors:

The use of subcontractors such as third-party engineers and installation partners by the selected Proposer is acceptable. However, the selected Proposer is responsible for the entirety of the contract performance. Client / Daisy's reserves the right to approve all subcontractors. Below is a scope of design and construction work that falls under the responsibility of the Proposer.

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E. Permits:

The Canopies and its installation have been designed by a fully Licensed Electrical Engineer and Master/E1. The projects comply with all applicable building and electrical codes, zoning regulations, and utility company interconnection requirements.

Advanced Energy Efficiencies LLC "AEE" has pulled/secured all necessary permits from the governing agencies and made payment of associated fees. The Proposer must work under AEE's Master/E1.

F. Civil/Excavation "CBYD" Call Before You Dig:

The Proposer that is awarded the Civil/Excavation work for this Bid, shall be responsible to CBYD and be 100% liable for any damage to underground Utilities, existing including but limited to electrical low, medium or high voltage conductors, communication conduit or wire, water lines or mains of any kind (including sprinkler system components) and all normal Commercial Underground services one might expect as typical and normal.

G. General Construction Notes:

The selected Proposer shall supply all equipment, materials, temporary construction fencing as required, site Porta Potty, Trash Dumpster, Connex and labor necessary to complete the Scope of Work ("SOW"), excluding purchasing the (2) Canopies.

The selected Proposer shall coordinate with Client /Daisy's to establish a staging area and coordinate material delivery, storage, and site security.

All work shall be performed only by tradesmen holding adequate licensing.

H. Electrical Installation:

The electrical installation shall follow the Stamped drawings provided. An addendum will be posted with additional information on materials that will be included and supplied on behalf of the overall project.

Before starting work, review the location of staging and all equipment to be installed with the Client /Daisy's facility manager.

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Electrical work will include installing the racking, panels, inverters, AC/DC gear with all necessary conduit and wire, with under canopy LED light to specification of plans.

Interconnect each system to the appropriate existing electrical service/ transformer. Electrical service shutdowns are required for the project's interconnection and shall be scheduled to have minimal impact on the facility's operation. A proposed shutdown schedule must be provided to the facility manager for approval before the start of work. Shutdowns may be required outside of regular business hours, which may require weekend or night work.

I. Civil & Excavation & Steel Erection Work:

The work shall follow the marked site plan drawings for all spread footings/ foundations and electrical trenching.

All disturbed surfaces due to trenching such as asphalt, concrete or grass shall be restored / repatched with same materials.

The Canopies footings shall follow the marked drawings and adhere strictly to the structural drawings methodology and specifications included in this RFP. ACES is providing footing locations to be marked by a licensed professional surveyor through SLR International Corporation.

The Civil/Excavation should include in their proposals the cost to erect the steel columns, trusses, purlins, steel curragated roof, water management gutter system, and any other steel framing or structural supports.

Before starting work, review the location of staging and all equipment to be installed with the Client /Daisy's facility manager.

J. PROPOSAL REQUIREMENTS:

1. Project Schedule (SCHEDULE E):

A Project Construction Time Line Plan for both the "Canopies" has been created and included in this RFP. The selected Proposer, must be willing and able to adhere to these critical timelines that have been predetermined as acceptable by the Client.

Proposals should include a complete project schedule detailing project milestones and durations.

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All required schedules made part of this RFP must be executed. The Proposer may also use this section to provide supplemental information relevant to their proposal package.

2. Fixed Contract Price:

PROPOSER UNDERSTANDS AND AGREES THAT ALL PRICE PROPOSALS ARE FIRM FOR 90 DAYS AND CANNOT BE CHANGED IF THE PROPOSER IS SELECTED UNDER THIS RFP. ANY ATTEMPT BY THE SELECTED PROPOSER TO INCREASE A PRICE PROPOSAL AFTER SELECTION WILL RESULT IN DISQUALIFICATION OF THE PROPOSER AND REVOCATION OF THE PROPOSER SELECTION UNDER THIS RFP.

3. Initial Disclosure Form:

Each Proposer shall submit a completed Initial Disclosure Form that is attached to this RFP in SCHEDULE A.

4. Connecticut Sales and Use:

This project is tax exempt.

K. Freedom of Information Act:

The Proposer acknowledged by submitting a proposal that all documents shall become public record upon delivery to Client/Daisy's. All information submitted in a Proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Proposer's responses may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information").

A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Proposer cooperates with Client/Daisy's as described in this section, Client/Daisy's shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information. If ACES receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such request and provide the Proposer with a copy of any written disclosure request.

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The Proposer may provide written consent to the disclosure or may object to the disclosure by notifying Client/Daisy's in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the FOI Commission.

L. PATRIOT ACT:

Proposer certifies that, to the best of Proposers knowledge, neither the Proposer nor any of its subsidiaries has been designated, and is not owned or controlled, by a "suspected terrorist" as defined in Executive Order 13224, Proposer shall perform all necessary background checks to ensure all of its employees and / or subcontractors comply with said laws.

M. ANTI-MONEY LAUNDERING:

Proposer hereby acknowledges that the Owner seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Proposer hereby represents, warrants and agrees that: (i) none of the cash or property that the Proposer or any of its Subsidiaries will pay or will contribute to the Purchaser has been or shall be derived from, or related to, any activity that is deemed criminal under United States law; and (ii) no contribution or payment by the Proposer or any of its Subsidiaries to the Owner, to the extent that they are within the Proposer's and/or its Subsidiaries' control shall cause the Owner to be in violation of the United States Bank Secrecy Act, the United States International Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001. The Proposer shall promptly notify the Owner if any of these representations ceases to be true and accurate regarding the Proposer or any of its Subsidiaries. Proposer agrees to provide the Owner any additional information regarding the Proposer or any of its Subsidiaries that the Owner deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities. Proposer understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law or regulation related to money laundering similar activities, the Owner may undertake appropriate actions to ensure compliance with applicable law or regulation, including but not limited to segregation and/or redemption of the Owner's investment in the Proposer. Proposer further understands that the Owner may release confidential information about the Proposer and its Subsidiaries and, if applicable, any underlying beneficial owners, to proper authorities if the Purchaser, in its sole discretion, determines that it is in the best interests of the Purchaser in light

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of relevant rules and regulations under the laws set forth in subsection (ii) above.

N. SELECTION CRITERIA:

1. Proposal Opening and Review:

All Proposals will be opened and analyzed by Client and Daisy. Daisy will provide a recommendation and ranking of the proposals to Client. Client will ultimately select the winning proposal.

2. Proposal Selection:

Client/Daisy's will select a proposal that Client/Daisy's determines, at its complete and sole discretion, is in the best interest of Client/Daisy's. This list of criteria is not intended to be exhaustive, and Client/Daisy's may assess Proposers based on unlisted items. Client/Daisy's may reject any proposal despite compliance with these criteria if it is determined to be in the best interest of Client/Daisy's. Due to the complexity of the Systems and contemplated agreements, Client/Daisy's is not and shall not be bound to select a winning proposal based on the lowest bid pricing alone. Client/Daisy's will use the following criteria, among others, in evaluating proposals:

- a. Submission of a complete proposal consistent with RFP criteria
- b. Fixed Contract Price
- c. Equipment proposed for the RFP
- d. Meets proposed project schedule

3. Preliminary Selection:

Client/Daisy's will select the proposal it deems to be in its best interests and issue a Preliminary Notice of Selection to Proposer. The selection may be subject to further discussions with the Proposer. Making a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose any obligations upon Client/Daisy's. Client/Daisy's can withdraw a preliminary selection at any time and for any reason. A Proposer has rights, and Client/Daisy's has obligations only if Client/Daisy's and a Proposer execute any agreements and only to the extent of the commitments in such related contracts. Neither this RFP nor any actions taken by Client/Daisy's or AEE shall create any obligation toward any Proposer.

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4. Execution Deadline:

The selected Proposer and Client/ Daisy's must successfully negotiate and execute the contract within two weeks of Client/ Daisy's selecting the Proposer. Should this not happen, the Proposer acknowledges and agrees that unless Client/ Daisy's, at its sole discretion, extends the time for execution of the contract, Client/ Daisy's may enter contract discussions with another Proposer under this RFP.

END OF RFP

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SCHEDULE A - INITIAL DISCLOSURE FORM

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

☐ No

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

Criminal Proceedings

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

☐ Yes

☐ No

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

Ethics and Offenses in Public Projects or Contracts

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

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____ Yes
____ No

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

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR 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 INCLUDING THE PPA, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

COMPANY NAME _____

SIGNED BY _____

DATE _____

FEDERAL TAX IDENTIFICATION # _____

ADDRESS _____

PRINTED NAME AND TITLE _____

TELEPHONE # _____

EMAIL _____

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

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SCHEDULE B - NON-COLLUSION PROPOSER CERTIFICATE

The undersigned Proposer acknowledges and agrees that the attached response and offer submitted by Proposer is submitted in connection with the proposal to provide ACES with a turnkey EV Loop Level 2 Charger installation. By submission of this bid, 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:

The prices set forth within this bid have been arrived at independently without collusion, consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and Unless otherwise required by law, the prices which have been quoted in this bid 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 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 bid for restricting competition.

COMPANY NAME _____

SIGNED BY _____

DATE _____

FEDERAL TAX IDENTIFICATION # _____

Subscribed and sworn to before me this ____ day of _____, 2024

ADDRESS _____

PRINTED NAME AND TITLE _____

TELEPHONE # _____

EMAIL _____

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This form must be signed and returned with bid.

SCHEDULE C - FORM OF NOTICE TO PROCEED

This Notice to Proceed (this "Notice") is provided in accordance with the EVSE INSTALLATION AGREEMENT by and between Daisy Solutions LLC, a Connecticut Limited Liability Corporation (the "Developer") and [_____], a [_____] (the "Proposer") dated [●] (the "Agreement"). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

In accordance with the Agreement, Developer hereby certifies that all of the conditions precedent to Notice to Proceed as defined in the Agreement have been achieved with respect to the Project, as follows:

ACES approves of Construction Documents

ACES approves of Project Schedule

In accordance with the Agreement, Client hereby confirms that Notice to Proceed shall be deemed to have occurred as of _____, 2024.

Executed this ____ day of _____, 2024.

[Proposer]

ACES

By:

By:

Name:

Name:

Title:

Title:

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SCHEDULE D - LIST OF MAJOR EQUIPMENT

<u>Major Equipment</u>	<u>Description</u>	<u>Model</u>	<u>Units</u>
ACES Leeder Hill (A) Solar Carport Canopies (Provided by Daisy)	255kW (DC) / 192kW (AC)	Illios	1
ACES Leeder Hill (B) Solar Carport Canopies (Provided by Daisy)	726kW (DC) / 600kW (AC)	Illios	1

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SCHEDULE E - PROJECT SCHEDULE (PLEASE PROVIDE FOR EACH LOCATION)

PROPOSER CONTRACTOR NAME: _____

CUSTOMER NAME: ACES _____

PROJECT NAME (Identified Site Address): _____

The Project will be carried out in order to meet the following dates. A [_____] day contingency is built into this schedule:

TASK	DURATION	START	FINISH
Contract Award			
Notice to Proceed			
Construction Period			
Material Delivery			
Construction Management Material (Fencing, Connex, Porta Potty, Trailer Office)			
Conduit			
Electrical Equipment			
Conductors			
Construction / Installation			
Trenching For Conduit			
Conduit Installation			
Back Fill Trenching after inspection passes			
Trenching For Footings			
Construct Footing Forms			
Pre-Inspection for Footings			
Pour Footings			
Inspection			
Pull Conductors			
Install AC Disconnect			
Install Breakers			
Building Inspection			
Utility Witness Test - Final Inspection			
Energize Test / PTO			

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SCHEDULE F - PAYMENT SCHEDULE (paid through AIA method)

The Total Cost per site is the Contract Sum.

The Total Cost per site shall be paid as follows, by immediately available funds via ACH as follows:

Milestone Payment	Milestone Payable Upon:	Payments %	Amount
Payment #1	Full Notice to Proceed	10%	
Payment #2	Mobilization and preparation of the site to receive Equipment	10%	
Payment #3	Contractor providing Customer with proof of equipment procurement and schedule	10%	
Payment #4	Mechanical Completion	30%	
Payment #5	Substantial Completion	30%	
Payment #6	Final Completion pass AHJ	10%	
Contract Sum		100 %	

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Client/Daisy

SCHEDULE G - LIEN WAIVERS

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Client: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of:

\$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

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SCHEDULE H - CONSTRUCTION DOCUMENTS