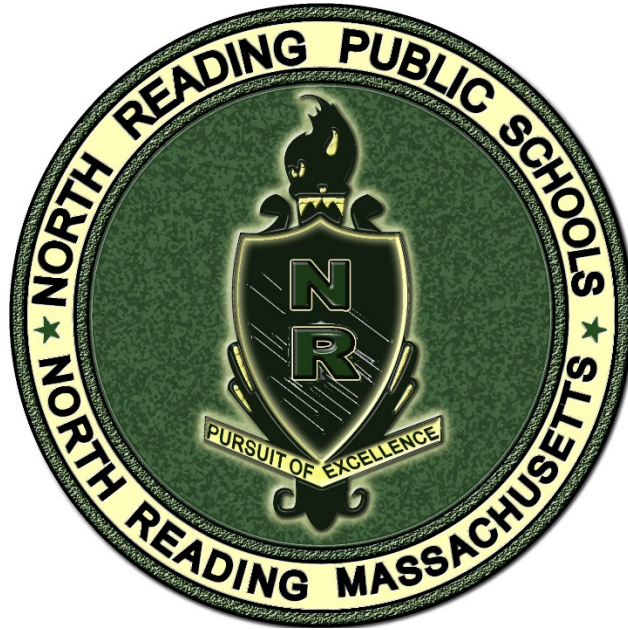


NORTH READING PUBLIC SCHOOLS
NORTH READING, MA



REQUEST FOR PROPOSALS
SOLAR PHOTOVOLTAIC PROJECT

April 2020

REQUEST FOR PROPOSALS
SOLAR PHOTOVOLTAIC PROJECT
NORTH READING PUBLIC SCHOOLS, MA
DATE OF RELEASE: APRIL 24, 2020

The North Reading Public Schools, acting through its School Committee (also hereinafter referred to as the “Awarding Authority” or “School District”), issues this Request for Proposals (RFP). The Awarding Authority is soliciting **competitive sealed proposals** from qualified and experienced renewable energy developers (hereinafter the "Developers") interested in installing, financing, owning, operating and maintaining a Roof-top solar PV system and a Field Standalone PV Solar system (“Systems”) with guaranteed electricity generation at the school-owned project site – North Reading High / Middle School. It is intended that the Systems will be sized to the maximum extent feasible from an engineering, regulatory and economic perspective. This solicitation is made pursuant to M.G.L. c. 25A, § 11, and 225 CMR 10.00 (Requests for Proposals). Developers must be certified by the Division of Capital Asset Management and Maintenance, and must include their Certificates of Eligibility and Update Statements with their proposals. The North Reading Public Schools intends to select and enter into a *Lease and a Power Purchase Agreement (LEASE/PPA) including a decommissioning plan* with the Developer offering the most advantageous proposal, taking into consideration price and the evaluation criteria outlined in this RFP.

For a full copy of all RFP documents, prospective proposers should send their request to Michael Connelly, the Assistant Superintendent of Finance and Operations at mconnelly@nrpsk12.org and a link of the shared folder via drop box will be sent that includes all RFP documents. Hard copies will be maintained in the District Administration office located at 189 Park Street, North Reading, MA 01864 and proposers can arrange to come and preview the documents at the 189 Park Street location.

Proposals shall be submitted in a sealed envelope and shall be clearly labeled the proposers name and the words “PV Solar Proposal.” All proposals shall be sent to the attention of Michael A. Connelly, Assistant Superintendent of Schools at mconnelly@nrpsk12.org by the required deadline of Friday, May 22, 2020 by 12:00 p.m. RFP Scheduled Dates can change as a result of Federal and Commonwealth Coronavirus Regulations. There will be a mandatory pre-bid conference site/facility tour at 9:30 a.m. on May 6, 2020 at the Office of the School Superintendent 189 Park Street, North Reading, MA 01864. Pre-Bid Conference and Site visit instructions will be issued 5 days prior to the Scheduled date to ensure we meet necessary Social Distancing Measures. You must send an email in advance to Michael Connelly, at mconnelly@nrpsk12.org to register to the pre-bid conference/facility tour.

The North Reading Public Schools reserves the right to accept any proposal in whole or in part as deemed to be advantageous for the North Reading Public Schools and to reject any or all proposals found un-acceptable.

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Section I: Projects Description and Key Projects Elements

A. Introduction

The goal of this RFP is to maximize value to the School District and Town in the form of revenue from the lease of School District property and the competitive price for electricity generated by the installed PV Solar Systems, as well as taxes for the property being leased and the PV Solar Systems installed. The Developer will be solely responsible to finance, design, purchase, install, own, insure, operate, maintain, protect, service, repair, and ultimately remove the Systems. By submitting a proposal, offerors acknowledge and agree that the PV Solar Systems and the real property leased to the Developer are taxable under G.L. c. 59, § 2B. The Developer will be required to enter into a tax agreement with the Town of North Reading under G.L. c. 59, § 38H(b) for payments in lieu of taxes (“PILOT”) for such real property and PV Solar Systems, which payments shall be derived from a valuation of such property and systems prepared by the Town’s assessor. The form of PILOT agreement to be used for that purpose is included in the RFP.

In addition, the North Reading Public Schools, acting through its School Committee, intends to enter into a LEASE or LEASE/PPA contract for the two (2) High/Middle School sites (Rooftop and Field Stand-Alone) for electricity production by the Systems (the installation of the Systems at such locations is also referred to as the “Projects”) and to benefit the environment, citizens, and the School District by reducing reliance on fossil fuels as well as decreasing costs associated with electricity consumption.

It is the intent of the Awarding Authority that all monetary value proposed by respondents, less PILOT payments, be in the form of a Lease payment and/or competitive electricity price. Accordingly, it is stipulated that the form of Lease Price Proposal included in this RFP be for fixed annual lease payments for 20 years. Any remaining value shall be incorporated as additional savings into the price of electricity generated by the Systems. It is expected that the terms of years of the lease agreement, power purchase agreement and PILOT agreement will be co-extensive.

B. Overview

The North Reading Public Schools aims to enter into either a site Lease (LEASE) or a Lease with Power Purchase Agreement (LEASE/PPA) (expiring 20 years from commencement of “commercial operation” of the System), which shall include a decommissioning plan and a surety (performance) bond for removal of the System and restoration of the real property following expiration of such agreement(s). Under the LEASE the North Reading School District will receive monthly lease payments for the two (Rooftop and Field – Standalone) sites; under the LEASE/PPA, the North Reading School District will receive lease payments and/or electricity from the two (2) roof-mounted and field - standalone PV Solar systems at the North Reading High / Middle School.

The Project sites are located at the following addresses with the approximate site area indicated:

Background:

1. The Town of North Reading is a town of 15,710 people located in North Central Massachusetts. The school district currently has a 220,000 SF Middle / High School facility with a flat roof that can be made “solar ready.” Conduit can be run to the roof and space for inverters can be located near the buildings main electrical room. The school district looks to have the Rooftop PV solar system mechanically complete by the Fall 2020. The roof-top system would be tied electrically into the Reading Municipal Light Department (RMLD) electrical system serving the building. Energy demands of the Middle / High School building exceeds 2,000,000 kWh per year. (Most recent electricity invoices are included in the drop box) The lease of the Rooftop site will require approval of the School Committee and the Massachusetts Secretary of Education pursuant to G.L. c. 40, § 3.
2. In addition to the rooftop solar PV system, the Awarding Authority seeks to install a Field mounted – Standalone PV Solar system on up to 1 & 1/2 acres of land adjacent to the High / Middle School parking area. The Field - Standalone (Field) PV solar system should be mechanically complete by Fall 2020. This PV Solar system is to be tied into the RMLD electric distribution system serving the High / Middle school facility. The Awarding Authority will lease the field site or purchase the electricity generated by the system from the Developer. The lease of land for the field-mounted PV solar system will require approval of the School Committee and North Reading Town Meeting.
3. The local distribution company for electricity for the Middle / High School is the Reading Municipal Light District (RMLD). The successful proposer must separately satisfy any requirements of RMLD for interconnection of the PV solar systems and sale of any excess electricity to RMLD. Neither the Town nor the District makes any representations regarding those requirements.

No Warranties by the Awarding Authority

The Town of North Reading and the North Reading Public Schools make no representations or warranties, and shall make no representations or warranties in any agreement, as to the condition or suitability (for the intended uses) of the property or facilities made available for lease, and it shall be the responsibility of the successful respondent to ensure that the property is so suitable. This responsibility includes obtaining a certification from an independent, third party structural engineer in form and substance reasonably satisfactory to the School District that the rooftop(s) made available for lease can safely support the solar PV System, taking into consideration, among other things, the condition of the rooftops and field(s), the additional loading from the solar PV System, and expected snow loading. It also includes ascertaining governmental approvals necessary for the siting of a PV Solar system on the Field - Standalone site adjacent to the High / Middle School.

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In addition, the successful respondent shall be responsible to consult with the manufacturers of the roof materials for the rooftop portion of the project and to take such actions as may be required by the manufacturers in order to maintain any existing manufacturers' warranties during the full term for which such warranties have been issued; and shall obtain written confirmation from such manufacturers that the installation of the solar PV System on any rooftops shall not void or violate all or any part of any such warranties.

Facility Profiles

North Reading High / Middle School

189 Park Street

North Reading, MA 01864

- Square Footage: 270,000 SF
- Type (roof or ground): EPDM Flat Roof
- Year Built: Construction completed in September 2020
- Roof type: Flat
- Roof orientation; flat roofs with 220,000 SF of Possible Useable Area
- Distance to interconnection: Electrical room in school building with space set aside for Inverter and disconnect
- Electricity usage information: Estimated Usage at 7 KWH/SF up to 8 KWH/SF
- Building function: Secondary School serving grade 6 thru 12.
- See High / Middle School Facility documents included in the RFP DropBox below.

North Reading High. / Middle School Field Site

189 Park Street

North Reading, MA 01864

- Type (ground): Field Mounted Arrays
- Year Built: Field PV Solar Construction to be completed with Rooftop PV Solar system in September 2020.
- Electricity usage information: See New Middle/High School usage projection.
- Function: Increase Leasehold "Lease" payments for School District.
- See attached Site plan indicating locations included in the RFP Drop Box below. - The highlighted area is the area that has been identified by the School Department as the area the District is interested in installed field mounted arrays. It is expected to be about 1.5 acres and Prospective Developers are being asked to review the feasibility of using this area for field mounted arrays and provide pricing where applicable. The field mounted arrays must remain within the District's approved property line.

Key project PDF documents are attached to the RFP and/or located in the Dropbox RFP Folder.

<https://www.dropbox.com/sh/rvon0a3w46hv1fg/AABfPwRm8AhqSx5v6PRL0c84a?dl=0>

List of Dropbox documents provided here –

Attachment B – High/Middle School Pertinent Site Documents Including: Roof Structural Plans, Electrical & Conduit Drawings, HVAC Plans, Roof Warranty Documents

Attachment F – Prevailing Wage Rates applicable to the installation work;

NRPS Ground Solar Site Plan - Proposed Area-Highlighted for Review during Pre-Bid Meeting;

NRPS – High/Middle School Site Environmental Report.

The following *key project elements* should be noted:

- *Timeline:* The School District's goal is to have the Systems in operation as soon as possible, and mechanically complete by Fall 2020. Developers are requested to submit their preliminary project schedule with their Proposal.
- *Prevailing Wage:* The Systems will be financed, installed, owned, operated and maintained by the Developer and the Developer will remove the Systems from the leased site at the end of the contract term. As required by G.L. c. 25A, prevailing wages apply to the work. Prevailing wage rate sheets are included as attachments in this RFP.
- *DCAMM Certification.* Please provide **your DCAMM Certification of Eligibility and any DCAMM Update Statement.**
- *Online Production Data Tracking:* The School District requests that the Systems' Data Acquisition System specified by each respondent include a web interface which provides real-time tracking of revenue quality production.
- *Curriculum Tie-In:* Preferred proposals will include an educational tie-in to engage the students, teachers and staff of the North Reading Public Schools, as well as the community more broadly, in the Systems. *Developers shall be evaluated on the presence and quality of a curriculum tie-in.* Preferred proposals will describe means by which information regarding PV Solar projects can be integrated in to the school's science curriculum (e.g. meter information available in the school lobby), electricity production and carbon dioxide reduction information available in science classrooms that can be monitored by students, a data acquisition system that can be accessed via a website, relevant literature suited for student and public at various levels, a video and/or photo log of the installation process, etc.). Prospective developers should feel free to be creative in this area and propose something that will create an educational component without adding significant cost.

Potential grid interconnection points include:

The interconnection point for the Projects will be at the RMLD electricity interconnection and metering at the individual leased project sites – North Reading High / Middle School at *189 Park Street, North Reading MA. 01864.*

Electricity usage for this interconnection point accounts can be found in Attachments A. The selected Developer will be responsible for all costs for interconnection and metering. It is the Developer's responsibility to identify and obtain all approvals necessary for the interconnection and metering of the PV Solar facilities, including but not limited to all approvals required by RMLD.

Notwithstanding the foregoing, Developer is solely responsible for confirming that a Massachusetts Electrical Code (MEC) compliant interconnection can be made at the suggested locations or at an alternative interconnection point. If necessary upgrades are required to create the interconnection of best value to the School District, these are the responsibility of the Developer.

Developers should take special note of the Minimum Technical Requirements (ATTACHMENT A2) when developing proposals. In summary, the Developer will be responsible and shall pay for conducting site evaluations, including examination of the rooftop(s) by a structural engineer, evaluating and siting the stand-alone PV Solar system on the adjacent field to the High / Middle School. Developer will be responsible for completing and submitting all applications for rebates and other incentives, obtaining all appropriate permits, complying with all national, state and local laws, regulations, codes and standards, and installing, interconnecting (as interconnection customer), operating, maintaining and insuring the solar PV Systems in accordance with all requirements of the RMLD distribution company.

The Developer is responsible for obtaining and paying for all permits associated with the Projects. This includes, but is not limited to, the preparation of all plans and specifications for each Project signed/stamped by a Professional Engineer, and the submittal of all permits applications and any and all notices required by law. The School District will, subject to law, cooperate in this process.

C. Payment

The Awarding Authority intends to enter into a twenty (20) year Lease or Lease/PPA contract for the sites of the High / Middle School Rooftop System site and the adjacent Field – Standalone System site, and a PILOT agreement for taxes associated with the real property being leased and the PV solar systems pursuant to G.L. c. 59, §§ 2B and 38H(b). Any remaining value offered by respondents shall be incorporated into the site lease for the facility. The Awarding Authority will consider a twenty (20) year Lease/PPA contract for electric service lease for the High / Middle School sites.

The North Reading Public Schools intends the selected Developer to own and retain all environmental attributes associated with the two (2) PV Solar systems and their Rooftop and Field – Standalone sites.

D. Taxes/Payments in Lieu of Taxes

Pursuant to G.L. c. 59, § 2B, the PV Solar systems and the real property to be leased to Developer are taxable to the developer. Pursuant to G.L. c. 59, § 38H(b), the Town of North Reading may negotiate an agreement for payment in lieu of taxes (PILOT) for the System. By submitting a proposal, each respondent agrees to enter into a PILOT. For ease in evaluating proposals, however, the PRICE PROPOSAL form (Attachment D) requires respondents to assume \$0 taxes, and to propose a unit price that will be used to increase the proposed lease rate or electricity price for each \$1,000 in annual tax (or PILOT) payments (e.g., for each \$1,000 in taxes, the rent or electricity price will be increased, respectively, by \$0.001 per \$1,000 in rent or \$0.0001 per megawatt DC of nameplate capacity). At such time as the tax payments are known, the unit Lease or Unit price shall be used to adjust the fixed lease price, which each respondent shall also insert into the Price Proposal form.

Section II: Project Purpose and Objectives

The Awarding Authority seeks proposals from entities in the business of financing, installing, owning, operating and maintaining renewable power electric generation facilities to finance, install, own, operate and maintain the System on the locations, or “sites,” identified herein (collectively, the “Project”). As owner of the Sites, the Awarding Authority seeks to grant to the selected Developer a Lease pursuant to Site Access and Lease Agreements, to allow the selected Developer to undertake the Projects for the purposes and subject to the conditions set forth herein.

The purpose of the Projects is to reduce the use of fossil fuels and the overall cost of energy needed to meet the needs of the Awarding Authority while also introducing a renewable source of energy to reduce the carbon footprint of the municipality.

To this end, the Awarding Authority intends to enter into a **Lease and a Site Agreement** for the lease of the rooftop site, the lease of the adjacent field site, and the production of renewable energy from the two (2) PV Solar systems. **Note: the Awarding Authority recognizes that an Operating Lease for the rooftop and adjacent field sites might be more beneficial for the School Districts over energy costs subject to recent changes in SMART program and Community Power programs. As an alternative, an Operating Lease will be considered.**

To the extent that electricity output is priced in the Lease/PPA and this output is greater than the Lease/PPA requirements, as is expected to occur on occasion, the Developer’s proposal must include a plan for the disposition of the excess electricity. It is the Awarding Authority’s expectation that the Project will be net metered to result in the greatest benefit to the Awarding Authority for any excess output. *Proposals must include a measurement and verification strategy for metering onsite electricity generation. Pursuant to 225 CMR 10, this strategy must*

comply with the most current version of the Federal Energy Management Program Guide for Management and Verification.

The selected Developer will be responsible for the application for any federal or state financial assistance to be included in the development of the System, renewable energy credits, rebates, grants, tax credits or other types of incentives, including providing all related equipment and services required to place the System in service and to maintain the System throughout its lifetime. It is the Awarding Authority's intention that the Projects will take advantage of any available sources of federal and state funding for renewable energy projects, including primarily renewable energy credits, or any other rebate, grant or other allowable government-sponsored incentives, and that there will be no direct cost or financial outlay by the Awarding Authority.

Section III: Solicitation and Proposal Processes

The four (4) primary stages of the procurement process are as follows:

1. Mandatory Pre-Proposal Conference and Site/Facility Tour

A Pre-Proposal Conference and Tour of the Site/Facility(s) will be held at the North Reading District Administration Office, 189 Park Street, North Reading, MA 01864 on **Wednesday, May 6, 2020 at 9:30 AM**. All prospective Developers are encouraged to attend the conference. Developers interested in attending must confirm attendance by contacting Office of North Reading Assistant Superintendent 978-664-7810. A follow-up e-mail to Michael Connelly is required, mconnelley@nrpsk12.org ; use the subject line, **PRE-BID CONFERENCE North Reading Public Schools Solar Projects**. In the email correspondence, Developers are required to provide the number of attendees, up to three (3), and the full contact information for the key contact attending the pre-bid conference. If Prospective Developers cannot make the pre-proposal conference and tour meeting, they may schedule a separate meeting and tour by contacting Wayne Hardacker, Supervisor of Buildings and Grounds at 978-360-1687. Pre-Bid Conference and Site visit instructions will be issued 7 days prior to the Scheduled date to ensure we meet necessary Social Distancing Measures.

2. Questions and Inquiries

Any questions or clarifications about the program should be in writing directed to Michael Connelly; mconnelley@nrpsk12.org .FAX: 978-664-0252), with the subject line: **QUESTION – North Reading Public Schools Solar Projects**.

Questions posed verbally at the scheduled pre-bid conference must be submitted in writing to the Awarding Authority in electronic form within five (5) calendar days after the pre-proposal conference. The Awarding Authority may, if deemed necessary, issue a post conference written addendum to the RFP reciting each question and the Awarding Authority's response. Only the information contained in a written addendum may be relied upon by a respondent when submitting a proposal. Oral exchanges, whether during the conference or otherwise, not codified in a written addendum as aforementioned will be considered informal and of no legal effect. The burden shall be on a Developer to seek further clarification from the Awarding Authority in

writing if the Developer has any further questions concerning the information contained in any addendum.

Any addenda will be e-mailed to persons on record as having received an RFP (if they have provided an e-mail address), and shall also be posted on the School District's website at

<https://www.north-reading.k12.ma.us/district/business-office/pages/bids-and-contracts>.

Notwithstanding the foregoing, it is the sole responsibility of each Developer to contact the Awarding Authority before submitting a proposal to ensure that it has received all addenda.

All questions and inquiries concerning this RFP must be received by the Awarding Authority in writing no later than Friday, 12:00 P.M. on May 15 2020.

The Awarding Authority reserves the right to amend or supplement this RFP via addendum for any reason, whether based on questions and issues raised prior to and at the Pre-Proposal Conference or otherwise.

3. Submission of Responses.

Each Proposal must include two parts:

1. Non-Price Proposal and
2. Lease / Price Proposal.

See further below for the required content of the proposals.

The Non-Price and Lease / Price Proposals must be submitted together, in a single sealed outer package by 12:00 P.M. on Friday, May 22, 2020. Please address proposals to:

Michael Connelly
Assistant Superintendent of Schools
North Reading Public Schools
189 Park Street
North Reading MA 01864
Phone: 978-664-7811
E-mail: mconnelly@nrpsk12.org

The Awarding Authority will not consider responses received after the deadline for submission of responses.

The content required for the Non-Price and Lease Price Proposal is set forth in Section VI of this RFP.

4. Selection of Developer

Subject to the Awarding Authority's right to reject, in whole or in part, any and all proposals, the Awarding Authority shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. An offeror may correct, modify or withdraw a proposal by written notice received by the Awarding Authority prior to the time and date set for opening the proposals. After proposal opening, an offeror may not change any provisions of the proposal in a manner prejudicial to the interests of the Awarding Authority or fair competition. The Awarding Authority shall waive minor informalities or allow the offeror to correct them. If a mistake and the intended meaning of the proposal are clearly evident on the face of the proposal, the Awarding Authority shall correct the mistake to reflect the intended meaning and so notify the offeror in writing, and the offeror may not withdraw the proposal. An offeror may withdraw a proposal if a mistake is clearly evident on the face of the proposal but the intended meaning is not similarly evident.

The Awarding Authority shall evaluate each proposal and award each contract based solely on the criteria set forth in the RFP. The Awarding Authority's evaluations may specify revisions, if any are deemed needed, to each proposal which should be obtained by negotiation before the contract shall be awarded to the offeror of the proposal. The Awarding Authority may condition an award on successful negotiation of the revisions specified in the evaluation and shall explain in writing the reasons for omitting any such revision from a plan incorporated by reference in the contract.

The Awarding Authority will select the most advantageous proposal from a responsive and responsible proposer taking into consideration the comprehensiveness of services, energy or water cost savings, costs to be paid by the Awarding Authority, and revenues to be paid to the Awarding Authority, as applicable. If the Awarding Authority awards the contract to an offeror who did not submit the proposal offering the lowest overall cost, the governmental body shall explain the reason for the award in writing.

Notwithstanding the foregoing, the Awarding Authority may cancel the RFP or may reject in whole or in part any and all proposals when it determines that cancellation or rejection serves the best interests of the Awarding Authority, and if it does so, it shall state in writing the reason for a cancellation or rejection.

The selected Developer will be notified of the award on or around June 1, 2020, with award of contract subject to Town Meeting vote in June 2020.

Following Developer selection, the Developer will then negotiate and sign a Lease and PPA. **If an acceptable contract cannot be reached within 30 days, the Awarding Authority may initiate negotiations with the second ranked Developer.**

The Awarding Authority shall promptly publish in the central register notice of the Developer that is awarded the contract, and shall, within 15 business days of execution of a contract, file a copy of the contract with the Dept. of Energy Resources.

Section IV: RFP Procedures

A. Modification or Withdrawal of Proposals: Any Proposal may be withdrawn or modified by written request of the Developer, provided such request is received by the Awarding Authority at the above address prior to the date and time for submission of proposals.

B. Cost of Proposal Preparation: The Awarding Authority **will not** reimburse Developers for any costs incurred in preparing Proposals to this RFP, including site visits or preliminary engineering analyses.

C. Public Record: Proposals shall be opened publicly in the presence of two or more witnesses. Other than DCAMM Update Statements, proposals may be viewed at the public opening. After such date, to review a copy of Proposals submitted to the Awarding Authority, submit a written request in compliance with the Massachusetts Public Records Law.

Section V: Minimum Contractual Terms

A. The Developer shall prepare a detailed engineering study ("Study") of the Project sites of acceptable quality to the Awarding Authority. If a satisfactory Study is not completed within the time period specified in the contract terms, the Awarding Authority shall have the right to terminate the contract and make the award to the next ranked Developer. The Study is subject to approval by the Awarding Authority, which shall not be unreasonably withheld; such approval process shall be in addition to any local regulatory or permitting processes, provided that notwithstanding any such approval, the Developer shall be solely responsible for the proper and safe installation and operation of the solar PV System at the Project sites.

B. The facility maintenance responsibilities of Developer will be clearly delineated in the Lease.

C. The Developer shall provide "as built" and record drawings of all existing and modified conditions associated with the Project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Massachusetts Registered Professional Engineer (P.E.) for the corresponding discipline.

D. The Developer will use a method for computing the energy generation that is wholly consistent with the letter and intent of the most recent version of the U.S. Department of Energy, Federal Energy Management Measurement and Verification Guidelines.

E. The Developer shall take due and proper precautions against any injury to any person, including death, and damage to any property, including the school facilities, the Site, and adjacent structures, and shall hold himself strictly within the rights secured to him by the Awarding Authority in prosecuting the work on private property. The Developer shall indemnify, defend and save harmless the Town and School District from any and all claims, liabilities, damages, and losses arising from any such injury or damage to the extent the same are caused by the Developer, its employees, officials, representatives, contractors, agents, and any person for whom the Developer is responsible. This indemnification remedy shall be in addition to such other rights and remedies available to the indemnitees.

F. The Developer shall obey and abide by all laws of the Commonwealth of Massachusetts applicable to the contract and Developer's use of and activities on the Sites, and all bylaws, regulations, and requirements of the Awarding Authority regulating or applying to such contract, use and activities. The Developer agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, color, religion, national origin, or ancestry.

G. The Developer shall be fully responsible to the Awarding Authority for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the Developer, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract shall create any contractual relation between any subcontractor and the Awarding Authority.

H. The Developer shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or his right, title or interest in the same or any part thereof, without the prior written consent of the Awarding Authority, which shall not be unreasonably withheld or conditioned. The Developer shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the prior written consent of the Awarding Authority. The foregoing shall not apply to assignments made to financiers of the Project for collateral purposes.

I. During the life of this Agreement, the Developer shall procure and maintain the insurance set forth in Attachment G.

J. Notwithstanding any other law, the provider of the system must file with the Awarding Authority a payment and performance bond relating to the installation of the system including the following:

1. Prior to construction of the Projects, the Developer shall furnish a certified copy and duplicate of a performance bond for the removal/decommissioning of the PV Solar systems with the Awarding Authority listed as “obligee”; The performance bond shall be in an amount equal to 100% of the cost of the removal of the system from the Project sites and restoration of the Project sites to their original condition, and shall be issued by a surety company licensed to do business in the Commonwealth and whose name appears on U.S. Treasury Dept. Circular 570. See sub-paragraph 3, below, for the term of this bond;

2. Prior to construction of the Projects, the Developer shall also furnish a certified copy and duplicate of a payment bond. The payment bond shall secure the Developer’s and its contractor’s obligations for payment of laborers, suppliers, and all subcontractors. It shall be in an amount equal to 100% of the cost of construction of the system and issued by a surety company licensed to do business in the Commonwealth and whose name appears on U.S. Treasury Dept. Circular 570; and

3. The performance/removal bond shall be kept in place during the entire term of the lease, though it may be renewed on a regular basis by the surety if and as required; the payment bond shall remain in effect during the total construction period for the System and for at least six (6) months thereafter. The construction period shall include all time required for installation, testing, measuring initial performance, and interconnection of the System.

K. The Developer shall not file or permit or allow the filing of any mechanics liens against the Awarding Authority for the Projects, and this requirement shall flow down to all of Developer’s contractors and their subcontractors. Developer shall forthwith cause such liens to be removed.

L. The Awarding Authority shall have access at all times to observe or inspect both the work conducted at Project site(s) during construction and operations phases, and to the books, records, and other compilations of data, which pertain to the performance of the provisions and requirements of the Lease and LEASE/PPA. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form;

M. A copy of all drawings, engineering reports and certifications, specifications and related materials prepared by the Developer for the design of the solar PV System shall become the property of the Awarding Authority, and shall be delivered to the Awarding Authority as the same are completed;’

N. The Developer shall perform its obligations hereunder in compliance with, and shall cause its contractors and other agents performing any work or services hereunder in compliance with, any and all applicable federal, state, and local laws, rules, and

regulations, including applicable licensing requirements, in accordance with sound engineering and safety practices, and in compliance with any and all safety requirements of the Awarding Authority relative to the premises. The Developer shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder;

O. Before submitting a proposal, each Developer will be responsible for obtaining any studies and data concerning conditions (surface, latent physical, subsurface and underground conditions or facilities) at the site or otherwise, which may affect the Developer's ability to comply with obligations contract or which the Developer otherwise reasonably deems necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFP;

P. The selected Developer will be responsible for designing, engineering, permitting, financing, insuring, interconnecting, operating, maintaining and decommissioning the System, and obtaining all necessary permits and approvals (e.g., building permits);

Q. All persons who may come into contact with school children at any of the Sites shall be required to undergo a criminal background check and shall be prohibited from entry if such check reveals a criminal history.

Section VI: Proposal Format and Preparation Instructions

Proposals must be submitted in the format outlined in this Section. Each will be reviewed to determine if it is complete. The Awarding Authority may reject from further consideration any proposal that does not follow the required format or is otherwise deemed non-responsive, as well as exercise such other rights reserved to it under this RFP with respect to the acceptance or rejection of proposals or cancelation of this RFP.

Developers are required to submit proposals that fully comply with the requirements set forth in this RFP and describe the PV Solar System to be installed at each of the two sites. Each Lease/Price Proposal shall include an individual pricing proposal for each of the two PV Solar sites. The Lease/Price Proposal can offer the same price or different prices for the two (2) PV Solar sites. In either event, a separate Lease/Price Proposal form must be submitted for each project.

Each proposal **MUST INCLUDE** the offeror's Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance, and an Update Statement.

Please provide three (3) copies of your proposal, and one single-file electronic (thumb drive) version.

A. Table of Contents

Proposals shall include a table of contents properly indicating the section and page numbers of the information included.

B. Scope of Services

1. Minimum Required Items

- a) Proposal completeness and adherence to format. Substantial conformity with the specifications and other conditions set forth in the request for qualifications.
- b) References of other PV Solar contracts performed by the qualified Developer. Please provide information on the size (MW) and capital cost of the Projects, date started and date completed and Developer's project manager.
- c) Methodology of determining electricity generation.
- d) Time specified in the proposal for the performance of the contract.
- e) Documentation evidencing that the Developer is responsible, demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness. Provide a list of completed projects similar in scope to the Projects covered by this RFP.
- f) Description of the Developer's project financing arrangements for the PV Solar project(s).

2. Other Required Items

- a) Evidence of bond capability of at least five (5) million dollars from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570.
- b) Form of legal entity and year entity was established.
- c) Describe any changes in ownership status over the past ten (10) years.
- d) Other entity names, if any.
- e) Ultimate parent company, if applicable.
- f) Federal Tax Identification Number for Developer

g) Financial Statements. Please submit a detailed financial report prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the Developer. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the Submitting Entity. Non-public entities may attach either unaudited financial statements or copies of tax forms and schedules that are filed with the Internal Revenue Service where applicable. All financial information submitted with the proposal will be subject to disclosure under the Massachusetts Public Records Law.

h) Lawsuits and Disputes. Discuss whether your firm has ever been involved in a lawsuit or dispute regarding a contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit or litigation. Further, please discuss whether your firm has been barred from providing performance contracting or other services in any states. Has a contract to which your company was a party ever been terminated due to Developer default?

3. General Reputation and Performance Capabilities

a) Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Awarding Authority.

b) Provide the number of years Developer has been engaged in providing PV Solar development and operation services.

c) Describe the experience the Developer has had with municipalities, particularly in the Northeast and specifically in Massachusetts. Developers shall demonstrate by example its experience working in facilities similar to the facilities included in this RFP. Please list at least five (5) examples of projects similar in size and scope in the Northeast, and if possible, specifically in Massachusetts.

d) Provide the number of projects and aggregate dollar value of projects implemented by Developer each year for the past five (5) years, including the completion date of the projects, the value of the guarantees related to such projects and any shortfall in savings related to such projects.

e) Provide the number of full-time personnel employed by the Developer. Please segment the data, as appropriate, into categories of personnel providing services; Operations/Maintenance Services and Equipment Installation Services.

f) Provide the number of full-time personnel located in any applicable local or branch office to be utilized for the (Awarding Authority)'s projects, and the site address of that local or branch office.

g) Discuss any accreditations or pre-qualifications for the work, describing the relevance or importance of such qualifications to the Projects.

h) Provide the information on the project manager, site manager, electrical engineer, structural engineer, electricians, etc. to work on the Projects and their office location. Please provide information on any Projects sub-contractors to be used on the projects.

4. Experience and Project References

a) Fully describe five (5) similar project contracts that Developer has implemented within the last five (5) years. Provide a table summarizing Developer's projects and indicate the services performed in connection with each. A table similar to the following would be preferred:

<u>Project name/ type of Property</u>	<u>Year</u>	<u>Location</u>	<u>Services</u>						
			<u>Study</u>	<u>Financing</u>	<u>Constr</u>	<u>Monitor</u>	<u>G'tees</u>	<u>Technology</u>	<u>Other</u>

b) Identify the similar projects in type, size, multiple locations and scope to the Awarding Authority's.

c) Identify projects that have been managed by individuals who Developer anticipates will be assigned to the Awarding Authority's project. Discuss the level of technical/economic expertise of the staff. Provide resumes of the project team members and indicate which branch office each project team member is assigned. For each project team personnel, please list the current projects such employee is currently involved with and the status of the project. Please provide an organizational chart.

d) Provide detailed project information for all five (5) projects including: customer name, project dates, total project cost at proposal stage, total final project cost, projected annual electricity generation, actual realized annual cost savings to date, and any annual savings shortfalls. Developer must also indicate whether the project was completed on schedule and on budget, and if not, explain the reasons for such delay or budget noncompliance. Please provide contact information for each project.

Project name/type of property

Brief description of property

Years started and ended

Location

Total installed project costs

Source of funds

Services provided

Performance guarantee model

Owner

Designer or Engineer

Electric generation units and dollars for each project

Actual savings or shortfalls in generation and dollars for years to date

Developer's comments and other pertinent information

Owner's contact(s) name, address and telephone number

Provide a strategy for measuring and verifying electricity generation.

e) Provide references for the Developer and references for each key person proposed in the submittal to be part of the project team, including the proposed role for each such individual. Please include the names, addresses, email addresses and telephone numbers for reference. It is understood that the Awarding Authority may contact any or all of the above references regarding the project and personnel performance as part of the RFP submittal review process.

5. Engineering Study – Given the complexity of these projects, Developers should be prepared to conduct an engineering study.

a) Describe Developer's general approach to conducting an engineering study. Specifically, what is the process? How will the Awarding Authority be involved? Detail the level and depth of the information and resources that will be required of the Awarding Authority?

- b) Describe Developer's approach to the technical design of the project.
- c) It should be noted that the Developer will need a registered electrical engineer on their team who is familiar with design and permitting (see Attachments for requirements). Also indicate how civil and geotechnical design including storm water and erosion control will be handled. Developer should identify and briefly describe the qualifications of the engineer(s) on their team who will prepare permit applications.
- d) List all procedures, formulas and methodologies including special metering or equipment, which Developer would use to calculate electricity generation.

6. Construction and Commissioning

- a) State Developer's proposed construction schedule, and the installation contractor.
- b) Discuss Developer's project management protocols to ensure schedule adherence, including willingness to post liquidated damages for delays and performance shortfalls.
- c) Describe Developer's reporting and client liaison protocols to be employed throughout the construction process.
- d) Discuss the role Developer takes in managing subcontractors. Will Developer oversee all work performed by subcontractors, including any work performed during occupied and unoccupied times?
- e) Describe Developer's approach to handling construction debris, recycling, and disposition.
- f) For any design work conducted by third-party experts, please identify whether Developer takes engineering risk including stamping engineering submittals.

7. Methodology of Determining and Guaranteeing Electricity Generation

Methods for monitoring, measurement, and verification of guaranteed electricity generation shall conform to the most recent Performance Measurement & Verification Protocol (IPMVP) and standards established by the Federal Energy Management Program of the U.S. Department of Energy. See ATTACHMENTS for Metering, Data Reporting, and Verification Requirements.

- a) Describe in detail the firm's methodology to determine energy savings and explain how this approach will minimize risk and maximize return for the

Awarding Authority over the course of up to 20 years. Include in the description, the firm's approach to verifying electricity generation and addressing changes based on past experience and changes in use of municipal buildings and facilities over time.

b) List any metering devices, communications System and other monitoring tools or System, the cost thereof and the economic value added to the projects. Provide the specifications of such metering devices, communications System and other monitoring tools or System; include brand, model numbers, manufacturers' specification sheets, warranties and related information.

8. Power Generation

a) Describe Developer's experience in analysis, design, installation and follow-up services of power generation facilities.

b) Describe size and type of system, economic and physical connection with the grid, and installation requirements, regulatory parameters which may impact the system or which, if changed, could impact the system, follow-up services and other pertinent information.

c) Provide specifications for equipment and materials proposed including brand, model numbers, manufacturer's specification sheets, warranties and related information.

d) Describe the potential for a web based interactive component of the electric generation.

9. Service and Maintenance

In your responses to the following, include a description of Developer's experience with ensuring that equipment warranties and maintenance records are maintained and the requirements of the performance guarantee for generation is met.

a) Describe Developer's capability to provide ongoing service and maintenance

b) Provide the numbers of accessible truck based service and maintenance professionals and describe their level of training and experience.

10. Pricing Structure

a) Provide a price that includes the furnishing of all materials, services, labor, performance and payment bonds, insurance, development subsidy and other costs incurred in the performance the contract, signed by an individual authorized to

bind the Developer contractually and submitted on the form attached to this RFP. The price offered must be inclusive of all costs including overhead, travel, local transportation, supplies and materials.

b) Identify other potential sources of funding such as grants and utility rebates including estimated amounts and terms.

Section VII –Proposal Evaluation; Criteria

1. Minimum Criteria/Qualifications—Responsiveness

Instructions: A negative "(No)" Proposal to any question listed below will cause a Proposal to be deemed non-responsive and will not be given further consideration.

<u>Responsive Proposal:</u>	No	Yes
1. Proposal Submission Completed (Attachment C)	—	—
2. Price Proposal Completed (Attachment D)	—	—
3. Satisfied Minimum Required Items (§ VIB(1), above)	—	—
4. Demonstrated experience, and financial and personnel capacity for Project	—	—
5. Submitted all documents and information requested in RFP	—	—
6. DCAMM Certificate of Eligibility and Update Statement Included	—	—

2. Comparative Evaluation Criteria

1 Non-Price Proposal

1.1 Approach and Schedule: Proposal shall include an explanation of how the Developer will approach the various tasks, including scheduling, methods and sources.

- A. Unacceptable: No proposal
- b. Not Advantageous: Incomplete proposal
- c. Advantageous: Complete proposal
- d. Highly Advantageous: Extensive and clear proposal

1.2 Developer Qualifications and Experience: Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge,

understanding, and experience in the methods, techniques and guidelines required for the performance of the required work. All elements within this factor are of equal importance. Capacity and capability of the Developer to perform the work on schedule and be responsive to the Awarding Authority's concerns should be clear. The Awarding Authority may evaluate the Developer's ability to form successful working relationships and communications with the Awarding Authority.

- a. Unacceptable: No proposal
- b. Not Advantageous: Incomplete proposal
- c. Advantageous: Complete proposal
- d. Highly Advantageous: Extensive and clear proposal

1.3 Personnel Qualifications and Availability: Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel (not just of the Developer). The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to the Project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the Projects.

If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; the qualifications of the entire team will be evaluated.)

- a. Unacceptable: No proposal
- b. Not Advantageous: Incomplete proposal
- c. Advantageous: Complete proposal
- d. Highly Advantageous: Extensive and clear proposal

1.4 Performance Record of Developer: A list of references of at least five (5) projects of a similar nature, magnitude and complexity; references must include telephone number and affiliation, as well as a brief explanation of referenced work. The Developer shall indicate the individuals on staff who had responsibility for each project and whether or not these people are still employed by the Developer.

- a. Unacceptable: No proposal
- b. Not Advantageous: Incomplete proposal

c. Advantageous: Complete proposal

d. Highly Advantageous: Extensive and clear proposal

1.5 Project Understanding. The Developer must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Awarding Authority. In addition to the understanding of the scope and approach, the Developer must demonstrate the following, which will be considered in the selection:

- Knowledge of current issues and state-of-the-art technologies.
- Experience demonstrated on similar projects.
- Working knowledge of the geographic area as evidenced by prior work experience in the region.
- Demonstrated expertise and ability for rapid turnaround and flexibility on short-term projects.
- Capability to direct effectively multiple simultaneous work assignments.
- Ability to integrate and utilize interdisciplinary study teams effectively on assignments requiring a variety of skills and expertise from in-house resources.
- Ability to provide the necessary skills and expertise from in-house resources.

a. Unacceptable: No proposal

b. Not Advantageous: Incomplete proposal

c. Advantageous: Complete proposal

d. Highly Advantageous: Extensive and clear proposal

1.6 Thoroughness of Proposal

a. Unacceptable: No proposal

b. Not Advantageous: Incomplete proposal

c. Advantageous: Complete proposal

d. Highly Advantageous: Extensive and clear proposal

ATTACHMENT A1

North Reading Public Schools Two (2). PV Solar Projects

Facility Profile

North Reading Middle / High

189 Park Street

North Reading, MA 01864

Square Footage: 270,000 Sq. Ft.

Type (roof or ground): EPDM Flat Roof

Year Built: Constructed completed in September 2014.

Roof type: Flat

Roof pitch: roof orientation; flat with 220,000 SF of Useable Area TBD

Distance to interconnection: Electrical Room in Building with space set aside for Inverter and disconnect

Building function: grade 6 to 8 and grade 9 to grade 12 public school

The North Reading Public Schools has Attached “Projected/ Historical Use of Electricity” in Attachment A2.

Facility Profile

High / Middle School Adjacent Field

189 Park Street

North Reading, MA 01864

Square Footage: 60,000 SF - 1 & 1/2 Acres

Type (ground): Ground Mounted Arrays

Year Built: Construction to be completed with completion of High / Middle School rooftop system

Field type: Hilly, Grassy, mound, facing southwest behind the High / Middle School.

Construction: TBD

Field orientation; South facing – slope fields.

Distance to interconnection: TBD

Electricity usage information: See New Middle/High School usage projection.

Function: Leasehold land available from North Reading School District for additional renewable energy production.

Facility Profile

ATTACHMENT A2

Facility Projected/ Historical Use of Electricity

ELECTRICITY USAGE

High School		Middle School		Total
Month	kWh	Month	kWh	Total
12/10/2019	115,680	12/10/2019	36,360	152,040
11/12/2019	125,280	11/12/2019	39,000	164,280
10/09/2019	143,520	10/09/2019	34,560	178,080
09/10/2019	169,920	09/10/2019	28,860	198,780
08/12/2019	155,520	08/12/2019	27,240	182,760
07/11/2019	141,120	07/11/2019	27,420	168,540
06/12/2019	162,720	06/12/2019	41,460	204,180
05/10/2019	108,240	05/10/2019	35,520	143,760
04/10/2019	110,880	04/10/2019	37,260	148,140
03/13/2019	109,440	03/12/2019	35,160	144,600
02/11/2019	132,240	02/11/2019	44,880	177,120
01/10/2019	98,880	01/10/2019	32,340	131,220
Total	1,573,440	Total	420,060	1,993,500

ATTACHMENT A3

Minimum Technical Requirements

Work on these projects includes obtaining all relevant local permits and inspections, which may include building permits, electrical permits and interconnection permits with RMLD, the School District's electricity supplier. Additional requirements include:

- The contractor, subcontractor and employees for the projects shall possess certifications and/or licenses as required by the Commonwealth of Massachusetts.
- The installation must be in compliance with all local, state and federal codes and standards including the most recent addition of the Massachusetts Building and Electric Codes.
- The Developer must perform all necessary structural and electrical engineering to insure a seamless and code compliant integration of system components
- The Developer must provide energy and demand savings estimates.
- The Developer's insurance coverage must be compliant with the requirements of the North Reading Public Schools and the Massachusetts Clean Energy Center.

Technical Requirements (PV and Balance of System)

- Be rated at < 1,000 kW DC.
- Include a DAS and associated subscription service, see DAS requirements
- Include only new, unused equipment

Metering

- Metering equipment including any data acquisition system shall conform to the requirements for claiming SRECs and other benefits under the Massachusetts RPS Solar Carve Out or any successor program. See Metering, Data Reporting, and Verification Requirements of the Massachusetts RPS Solar Carve Out at the Mass DOER website:

http://www.mass.gov/?pageID=eoeeterminal&L=5&L0=Home&L1=Energy%2c+Utilities+%26+Clean+Technologies&L2=Renewable+Energy&L3=Solar&L4=RPS+Solar+Carve-Out&sid=Eoeea&b=terminalcontent&f=doer_renewables_solar_metering-data-reporting&csid=Eoeea

These requirements conform to the IMPVP and FEMP standards.

These requirements comply with standards under Option B – Retrofit Isolation in IPMVP Volume 3 Concepts and Practices for Determining Energy Savings in Renewable Energy Technologies Applications. FEMP references this volume of the IPMVP for renewable energy projects and calls out Option B for special consideration for renewable projects.

- For these projects in particular, data will need to be auto-reported to the Massachusetts Clean Energy Center’s Production Tracking System (PTS) through a data acquisition system that reads from a revenue grade (ANSI C.12) meter.

DAS System

The DAS provided with the system must meet the following criteria:

- Provide automated monthly reporting to the Massachusetts Clean Energy Center Production Tracking System through an ANSI C12 certified revenue quality meter for the full contract term. Include responsive customer service and technical support, provided without further charge to the Awarding Authority.
- Include a web interface which provides real-time tracking of revenue quality production.
- Allow users to download data in a spreadsheet format.

ATTACHMENT B1

PERTINENT PROJECT DOCUMENTS

North Reading Public Schools PV Solar Projects

The following pertinent permitting documents are available for each of the High / Middle School site -

High / Middle School Rooftop System-

The following is an inventory list of the documents, plans, studies or documents, products that the North Reading Public Schools has in its possession for the High / Middle School located at 189 Park Street, North Reading, MA 01864. A number of these PDF documents are attached in the RFP DropBox. –

<https://www.dropbox.com/sh/rvon0a3w46hv1fg/AABfPwRm8AhqSx5v6PRL0c84a?dl=0>

High / Middle School Documents:

Roof Plans, Conduit, HVAC, & Site Grading (included as PDF in DropBox)

Roofing Warranty for EPDM roof (included as PDF in DropBox)

High / Middle School Site Plan (included as a PDF in DropBox)

High / Middle School Building Plans (included as PDF in DropBox)

North Reading School District Prevailing Wage Rates (included in DropBox)

High / Middle School Site Plan with Field – Standalone Site Boundaries
(include as PDF in DropBox)

Environmental /Conservation Site Assessment (included as PDF in DropBox)
from construction document.

ATTACHMENT C1
PROPOSAL TITLE PAGE

To:

DEVELOPER:

Address:

Town, State, Zip Code:

Phone:

Fax:

E-mail

Federal tax id# (SSN for individuals):

Organizational structure: Corporation: ____ Partnership: ____ Joint
venture: ____

Individual/Proprietorship: ____ Other: ____

Ownership: Public stock: ____ Privately owned: ____ Non-profit:

Minority and women business enterprise information (check as appropriate):

Minority owned: ____ Women owned: ____ Owned by person with disability: ____

Small Business: ____ SOMWBA Certified: ____

I have read, understand, and agree to comply with the terms and conditions for the installation of the PV solar System to the Awarding Authority as stated in the Awarding Authority's Request for Responses. Furthermore, I hereby certify, under penalties of perjury, that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____ Date: _____

If applicable, fill in the following:

I acknowledge receipt of Addendum No(s). _____, dated _____.

Signature: _____ Date: _____

Please use this sheet as the first page of the Proposal

ATTACHMENT C2

CERTIFICATIONS

The undersigned hereby certifies under pain and penalties of perjury that:

1. It has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
2. Its proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
3. It is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of any chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.

(Signature)

(Name of person signing proposal)

(Name of business)

ATTACHMENT C3

**DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF REAL
PROPERTY**

Go to:

**[http://www.mass.gov/anf/docs/dcam/dlforms/forms/real-estate-transaction-disclosure-
instructions-and-form.pdf](http://www.mass.gov/anf/docs/dcam/dlforms/forms/real-estate-transaction-disclosure-instructions-and-form.pdf)**

D1

PRICE PROPOSAL (PV SOLAR SYSTEM)

Please submit separate Attachments D1 for each (Rooftop and Field Sites) PV Solar projects. Proposal can be for Site Lease (LEASE) or Lease with Power Purchase Agreement (LEASE/PPA). NOTE: Alternatively, Proposal can be for an Operating Lease (OPERLEASE) or Operating Lease with Power Purchase (OPERLEASE/PPA).

Please use the Price Proposal form below.

A site Lease document has been attached to this RFP in the Dropbox Titled "Attachment B - Pertinent Project Documents." NOTE: If your proposal includes the alternative Operating Lease pricing please include a draft document for your proposed Operating Lease pricing.

Circle or place "X" on Project site for which this Price Proposal is submitted:

Rooftop ____; Field ____; Both ____.

Site Lease Only - LEASE ____; Site Lease with Power Purchase – SITE LEASE/PPA ____;

Operating Lease Only - OPERLEASE ____; Operating Lease with Power Purchase – OPERLEASE/PPA ____;

The Awarding Authority intends to enter into a twenty (20) year Lease for the LEASE for the lease of the Project Site and/or LEASE/PPA for the purchase of electricity at an agreed upon fixed kWh rate.

Alternatively, an OPERLEASE for the Project sites and/or OPERLEASE/PPA for the purchase of the electricity at an agreed upon fixed kWh rate.

The following assumptions/stipulations apply:

- Developer shall own all environmental attributes generated by the project.
- Lease payment is fixed for each project site. Please itemize the lease pricing for Rooftop and Field array.
- For the purpose of comparing proposals, \$0 taxes are assumed. Once taxes are known, the Lease Cost or the Electricity Price offered below shall be adjusted by the Unit Price adjustor offered below.

1. Size of Proposed System

_____ MW (DC)

2. Estimated Annual Electric Output of System for first year of operation

_____kWh/year

3. Annual System Degradation Factor

_____ % per year

4. Guaranteed Annual Electric Output

_____kWh/year (must be each year per G.L. c. 25A)

5. Contract Term: 20 years

6. Lease Rent (fixed) or Operating Lease (fixed) for twenty years:

\$____, ____ per month or \$____, ____ per year for 20 years:

7. Electricity Price (fixed) for 20 years:

_____ cents/kWh

8. Lease Unit Price or Operating Lease Unit Price to be used to increase Lease Rent for each \$1,000 in taxes each year:

\$____, ____ / \$1,000 increase of tax per year.

9. Electricity Unit Price to be used to increase Electricity Price per \$1,000 in taxes each year for each megawatt DC of nameplate capacity of System:

\$_____/ \$1,000 increase of tax per year per megawatt DC of nameplate capacity

Note that either the Lease Unit Price / Operating Lease Unit Price or the Electricity Unit Price will be used for adjustments based on tax payments, not both.

Signature:

Print or Type Name:

Print or Type Title:

Offeror Information:

Name of organization:

Address:

Telephone Number of Contract:

ATTACHMENT E

Access Agreement

TEMPORARY SITE ACCESS/REVOCABLE LICENSE AGREEMENT

This Temporary Site Access/Revocable License Agreement (“**Agreement**”) is entered into by _____ (“**Developer**”) and Town of North Reading, MA (“**Town**”) on _____ [], 2020 (the “**Effective Date**”). Developer and the Town are each individually referred to as a “**Party**” and together as the “**Parties**”.

Recitals

- A. Developer intends to develop and build a solar energy system (the “**System**”) on property owned by the Town (the “**Site**,” as described on Exhibit A) in connection with which the Parties intend to negotiate and enter into a Lease and Power Purchase Agreement (“**Lease**”).
- B. Pending and during negotiations with the Town for a Lease of the Site, Developer will, subject to the terms and conditions of this Agreement, be permitted temporary access to the Site to perform a site audit and to conduct such diligence and non-destructive testing as Developer may reasonably determine is necessary to commence design of the System (such access, as further limited herein, the “**Purpose**”); and the Town is willing to grant such access pursuant to and subject to the terms, conditions and limitations of this Agreement.

In exchange for the covenants herein contained and for such other good and valuable consideration and receipt and sufficiency of which are hereby acknowledged, the Parties therefore agree as follows:

1. Temporary Grant of Access. The Town grants to Developer a revocable license to access the Site for up to thirty (30) days, commencing on the Effective Date, solely for the Purpose, and for no other purpose. Notwithstanding anything to the contrary in this Agreement, nothing herein grants to Developer any “real property” or “leasehold” interest in the Site whatsoever.
2. Compliance with Town Requirements. Within ten (10) days of the Effective Date, the Town will provide Developer with any written safety and security requirements with which Developer’s agents must comply during any access to the Site, provided that Developer, including their employees, representatives and agents will comply with all safety and security requirements of the Town, written or otherwise. Furthermore, notwithstanding the foregoing, and notwithstanding the Town’s providing, or not

providing, any such requirements, Developer shall be solely responsible for ensuring that its employees, representatives and agents exercise reasonable care while on or about the Site. Developer shall be solely responsible for the safety of its employees, agents and representatives.

3. Insurance. Developer shall each maintain insurance and comply with the insurance requirements as set forth in Exhibit B attached hereto and made a part hereof.
4. Notices. Any notices to and from the Parties shall be addressed to the following, and may be sent by regular mail, certified/registered mail, or personal delivery:

Town:

North Reading, MA 01864

Developer:

[insert address information]

5. Site Access. Developer understands and acknowledges that the Site constitutes, in whole or in part, High / Middle School roof, and that the Town makes no representations or warranties regarding the Site, including its condition or suitability for any purpose or use. Notwithstanding anything to the contrary herein, Developer shall provide the School Superintendent or his/her designee with advance written notice of any intended access to the Site and, in the Town's discretion, shall access the Site only at times designated by the Town and in the company of a Town representative. While at and about the Site, Developer shall, in addition to any other requirements contained herein, comply with all applicable laws and regulations; shall not interfere with any operations of the Town or of any other third party; shall exercise reasonable care; and shall not conduct any destructive, invasive, or subsurface testing of any kind whatsoever. Developer shall request permission of the Town in writing, in advance of any proposed testing at the Site, provided that, the Town's receipt or response (or failure to respond) to any such notice shall not relieve Developer of their obligations under this Agreement, nor waive any of the rights of the Town under this Agreement; and the Town may, in its sole discretion, deny such request.
6. Restoration. In the event of any damage to the Site caused by Developer or any of its employees, representatives or agents, Developer shall be jointly and severally responsible for the same, shall restore the damaged areas to their pre-damaged condition forthwith with or without notice from the Town, and shall also perform such other work or fulfill

such other obligations, if any, as may be imposed on the Town by any governmental authority having jurisdiction as a direct result of such damage. This obligation of restoration is in addition to and not in limitation of any other rights and remedies available to the Town.

7. Criminal Record Check. Notwithstanding anything to the contrary in this Agreement, no person may, on behalf of Developer, gain access to the Site under this Agreement unless and until each such person has undergone a criminal record check in accordance with law, and to the satisfaction of the Town. Notwithstanding the foregoing, Developer shall be solely responsible for the acts and omissions of persons accessing the Site for or on its behalf.
8. Indemnification. Developer agrees to and shall indemnify and save harmless the Town of North Reading and North Reading School District, and their officials, employees, agents, and representatives (“Indemnitees”) from and against any and all claims, damages, liabilities, losses, personal injury (including death), or other loss to the extent caused by Developer, or by any of their employees, representatives, agents or persons for whom Developer is responsible (“Indemnifying Parties”), including but not limited to payment by Developer of all costs and expenses, including reasonable attorneys’ fees incurred by the Indemnitees in connection with the defense of any third party claims. Furthermore, Developer agrees to and shall indemnify and save harmless the Indemnitees from and against any and all costs and expenses (including reasonable attorneys’ fees) incurred by the Indemnitees in connection with any action or proceeding initiated against the Indemnitees by any governmental body as a result of the acts or omissions of the Indemnifying Parties while at the Site, including payment by Developer of any charges, fees, fines or penalties imposed by any such governmental body as a result of any acts or omissions of the Indemnifying Parties at the Site. The foregoing obligation of indemnification is in addition to and not in limitation of any other rights and remedies available to the Indemnitees.
9. No Assignment. Developer shall not assign this Agreement or any rights or obligations hereunder, in whole or in part, to any person or party without the advance written consent of the Town and the School District.
10. Entire Agreement. This Agreement constitutes the entire, integrated agreement between the parties hereto as to the revocable license granted to Developer for access to the Site.
11. Governing Law. This Agreement shall be interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts without regard to any rules or principles of conflicts of laws.

12. Disputes. Any disputes or litigation arising under this Agreement shall be brought solely in the state courts of the Commonwealth of Massachusetts located in Middlesex County, to whose jurisdiction the parties hereto assent, waiving all objections to forum or venue. Developer agrees to accept service of civil process by certified mail at the address set forth herein.
13. Tort Claims Act. Nothing in this agreement requires the Town to indemnify Developer for any claims or damages, and nothing in this Agreement constitutes a waiver of any rights, remedies or defenses of the Town under G.L. c. 258, all of which are hereby reserved.
14. Termination. Notwithstanding anything to the contrary in this Agreement, the Town may immediately terminate this Agreement and revoke the license granted herein to Developer for any reason (or no reason) without any liability whatsoever by oral or written notice.

NORTH READING PUBLIC SCHOOLS

DEVELOPER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TOWN OF NORTH READING, MA

By: _____
Name: _____
Title: _____

ATTACHMENT F
Prevailing Wage Rates

See Attachment F in Dropbox Below

<https://www.dropbox.com/sh/rvon0a3w46hv1fg/AABfPwRm8AhqSx5v6PRL0c84a?dl=0>

ATTACHMENT G

Developer's Insurance Requirements

Developer shall procure and maintain the following insurance and shall satisfy the following insurance requirements.

1. **General Liability:** Coverage shall be written on an occurrence basis (ISO Form CG00 01 12/07) in accordance with your services performed and shall include but not be limited to Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Medical Payments, Blanket Contractual Liability for ongoing and completed operations and Explosion, Collapse and Underground exposures. Also there will be no endorsement removing the subcontractor exception from the "your work" exclusion. Completed Operations coverage shall be maintained after completion of the job with limits indicated below for the statute of repose in the state of the project's location.

Limits:

\$1,000,000 per occurrence

\$2,000,000 Aggregate (aggregate limits shall be on a per project basis)

2. **Automobile Liability:** Owned, Non-owned and Hired Automobile coverages to be included. If hauling hazardous materials, coverage shall include MCS 90 endorsement and the ISO Form CA 9948 Pollution Liability Broadened coverage for Business Automobile.

Limit: \$1,000,000 Combined Single Limit

4. **Workers Compensation:** Statutory coverage in accordance with your services in which the work is being performed (both your employees and any leased employees) including all State and Federal requirements. Certificate of insurance must identify that coverage applies in the state in which the project is located. Employers Liability Limits: \$1,000,000 each Accident, \$1,000,000 Disease- Each Employee, \$1,000,000 Disease-Policy Limit.

5. **Professional Liability:** Coverage will include pay on behalf wording in lieu of indemnify and retroactive date will apply back to the first date of professional services with no exclusions for construction means, methods, techniques sequences and procedures. Limit: \$2,000,000 per occurrence \$2,000,000 aggregate. (would change the limits to \$2,000,000 per occurrence \$2,000,000 aggregate as generally an Umbrella does not go over Professional Liability.)

6. **Directors and Officers/ Employment Related Practices Liability** at limits \$1,000,000 per occurrence \$2,000,000 aggregate. Coverage will include entity coverage and third party discrimination.

7. **Property Coverage** for materials and supplies being transported by the contractor, as the School District's Property Contract provides for coverage for personal property within 1,000 feet of the premises.

8. **Umbrella Liability:** \$5,000,000 Limit per occurrence and aggregate on an Umbrella form and over the General Liability, Auto Liability and Employers Liability. (Note: it is easier

for vendors to procure Umbrella over \$1m/\$2m limits than \$1M/\$3M. You just increase the Umbrella limit from \$4m to \$5M)

9. **Builders Risk:** Developer shall provide Special Form/All Risk Builders Risk coverage for the full replacement cost of the project including:

- a) Resulting loss or damage to work which is not faulty arising from faulty workmanship/materials and faulty design
- b) Collapse
- c) Unscheduled location for temporary offsite storage of building materials, fixtures, machinery & equipment awaiting installation
- d) Property in transit
- e) No coinsurance
- f) 100% replacement cost
- g) Extra Expense
- h) Soft Costs including 18 months of rents/loss of income
- i) Flood Insurance
- j) Earthquake insurance
- k) Ordinance of Law: Undamaged Portion, Demolition Cost and Increased Cost of Construction
- l) Equipment Breakdown coverage including testing and start up.
- m) Unlimited Permission to occupy
- n) Waiver of Subrogation
- o) Combination deductible wording

10. All of the above listed coverage shall be provided on policies and on an Accord certificate which shows the following provisions:

- A. The insurance companies are financially rated A-VI or better by A.M. Best and licensed to do business in the state of operations performed
- B. Provides a 60 day Notice of cancellation
- C. Waiver of subrogation shall apply to all policies in favor of Town of North Reading, North Reading Public Schools and other project entities as required by contract, together with their subsidiaries, affiliates, employees' agents, members and directors.
- D. The Developer's liability policies shall be primary and noncontributory. The General Liability additional insured endorsement shall include Premises/Operations and Completed Operations. The additional insured endorsement for completed operations shall include a time period of the statute of repose in the state of the project's location. The additional insured endorsement will be on an ISO CG2010 11/85 edition or CG2010 10/01 and CG 2037 10/01. (Copy of additional insured endorsement shall be attached to the certificate of insurance.
- E. Developer/Contractor shall require all subcontractors and sub to sub-contractors, to include all the same terms, conditions and limits as outlined in this insurance clause and as required under the contract

F. There shall be no exclusions for injuries to employees or independent contractor employees and may not have any third party action over exclusions or any other contractual liability limitations. Also no exclusions for work in the State of New York

G. The following entities shall be listed as Additional Insureds to all policies except Workers Compensation: The Town of North Reading, North Reading Public Schools and any other additional insured as required in the contract.