



Metropolitan Area Planning Council (MAPC)

Request for Qualifications (RFQ) for Solar Energy Management Services

Under the
Massachusetts General Laws, Chapter 25A, Section 11I
A Guaranteed Energy Savings Contract

September 26, 2012

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1. Introduction

Awarding Authority: Metropolitan Area Planning Council

Address: 60 Temple Place, 6th Floor, Boston, MA 02111

RFQ Primary Contact Person: Heidi Anderson, Manager, Municipal Procurement Services

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Telephone: (617) 451-2770 x 2065

Fax: (617) 423-0584

RFQ Secondary Contact Person: Helen Aki, Energy Services Coordinator

Email: haki@mapc.org

Telephone: (617) 451-2770 x 2054

The Metropolitan Area Planning Council (MAPC, or the “Awarding Authority”) seeks qualifications, pursuant to M.G.L. c. 25A, §11I, from qualified, interested parties (individually a “Respondent” and collectively the “Respondents”) with one or more ultimately selected to serve as a contractor (“Contractor”), to provide comprehensive Solar Energy Management Services (EMS) for a solar photovoltaic (PV) power generating system (“PV System”) with guaranteed onsite electricity generation at various locations within the jurisdiction of Municipalities who are members of the MAPC and who have elected to be listed in this Request for Qualifications (RFQ). Each location will be considered a “Facility” for the purposes of this RFQ.

The following Municipalities are participating in this RFQ. Such participation does not commit or bind any individual Municipality to entering into any agreement with the selected Contractor(s).

Belmont	Beverly	Boxborough	Brookline
Chelsea	Hudson	Lincoln	Marlborough
Medford	Medway	Melrose	Reading
Sherborn	Wayland	Weston	Weymouth
Winthrop			



The Respondent to this RFQ is required to demonstrate qualification in identifying, assessing, planning, designing, financing, installing, owning, operating and maintaining solar power electric generation facilities. The Respondent shall also be required to submit qualifications of any entity with which it intends to subcontract all or any work associated with the solar installation(s).

Respondents shall be evaluated on criteria set forth in this RFQ. The MAPC may cancel this RFQ, or may reject in whole or in part any and all Responses if the MAPC determines that cancellation or rejection is in its best interest.

1.1 Proposed Selection Timeline

Notification to the DOER:	September 11, 2012
RFQ Published in Central Register and Advertised:	September 26, 2012
Mandatory Pre-bid Conference:	October 11, 2012
Final Inquiries Due:	October 19, 2012
Responses Due:	October 26, 2012
Anticipated Interviews:	November 28-30, 2012
Anticipated Selection for Negotiations:	By December 31, 2012



2. Solicitation and Response Process

Stage One: DCAM Contractor Certification Process.

Respondents are advised that advance certification by Massachusetts Division of Capital Asset Management and Maintenance (DCAM) is required pursuant to M.G.L. c. 149 § 44. Certification application forms are available from the DCAM Contractor Certification Office at (617) 727-9320.

Stage Two: Mandatory Pre-Bid Conference.

A mandatory pre-bid conference will be held at the offices of The Cadmus Group, 100 5th Ave. Waltham, MA 02451 on October 11, 2012 from 1:00 pm to 3:00 pm. All prospective Respondents must attend the mandatory pre-bid conference. Respondents interested in attending must confirm attendance by contacting Heidi Anderson at handerson@mapc.org. Respondents must provide the number of attendees (up to 3) and the full contact information for the key person attending the pre-bid conference.

All questions and inquiries concerning this RFQ must be submitted in writing no later than 5:00 PM on October 19, 2012. Inquiries will not be answered directly. The MAPC will issue an addendum, which will address the written questions submitted by the deadline, and be publically available on COMM-PASS and the MAPC website.

It is the responsibility of the Respondent to contact the MAPC at the e-mail address above prior to the submittal deadline to ensure that the Respondent has received all addenda issued by MAPC.

Stage Three: Submission of Responses.



A responding Contractor shall submit: (1) original and (10) hard copies, as well as one (1) single-file electronic copy (on a portable media), of its Response according to the requirements set forth for the format described herein.

Each response will be reviewed for completeness, and incomplete responses may be rejected without further consideration. Respondents shall use the prescribed format to indicate their experience and qualifications, describe their approach to the project, and explain their responses.

The MAPC reserves the right to waive any irregularities and formalities in the selection of the Contractor for this project. While Respondents are required to submit responses that fully comply with the requirements set forth in this RFQ, alternative responses may also be proposed if the Respondent feels such responses provide measureable value to the participating Municipalities. Such alternative responses must meet the requirements set forth in this RFQ.

Stage Four: Selection of Vendor and Contract Execution

The MAPC will assemble a Selection Committee comprised of representatives from participating Municipalities to evaluate and rank all Responses based on the criteria listed in this RFQ. Top candidates will be identified based on written Responses as well as answers to additional clarifying questions as requested by the MAPC. The MAPC Selection Committee will hold interviews with top candidates.

- NOTE: The MAPC Selection Committee may select More than one Contractor.

Following selection of a top-ranked Contractor or Contractors, the MAPC and the Contractor or Contractors will negotiate a Memorandum of Understanding (MOU) that permits the selected Contractor or Contractors to enter into individual Solar Energy Management Services Agreements (EMSA) with each participating Municipality (or collectively, as Municipalities see fit).



The selected Contractor(s) is required to conduct an assessment of solar potential and to provide associated pricing details for any participating Municipality that requests this information. If the Municipality elects to move forward, the Contractor and Municipality will negotiate and execute a Solar EMSA. If the Municipality determines that an acceptable agreement cannot be reached with a Contractor selected for a particular Facility, the Municipality may initiate negotiations with any other Contractor awarded by the MAPC.



3. RFQ Procedures

Modification or Withdrawal of Responses: Any Response may be withdrawn or modified by written request of the Contractor, provided such request is received by the MAPC at the above e-mail address prior to the due date for Responses.

Cost of Response Preparation: Neither the MAPC nor the Municipalities assume liability and will not reimburse any costs or expenses incurred by any Contractor (whether or not selected) in developing Responses to this RFQ.

References and Disclosure of Information: Submission of a Response shall be deemed permission to the MAPC Selection Committee to make inquiries concerning the Respondent to any persons or firms deemed appropriate by the Selection Committee. The Contractor's submission of a Response shall be deemed acknowledgement that it is familiar with the Massachusetts Public Records Law, MGL c. 66, § 10 and is bound thereby. Disclosure of any information provided by any Contractor in connection with this RFQ shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to MGL Ch. 66, § 10.

To review a copy of Responses submitted to the MAPC after the selection has been awarded, submit a written request in compliance with the Massachusetts Public Records Act to the RFQ Contact Person identified above.

4. General Information

4.1 Project Description

Through this RFQ, MAPC intends to develop solar PV electric generation facilities and to procure long-term renewable electricity supplies for Municipalities and consumers within Municipalities, which support MAPC's functions, policies and goals, including promoting and supporting the development of renewable energy resources and acquiring a "green" wholesale electric supply. This RFQ is being issued to allow the participating Municipalities to evaluate the qualifications and expertise of multiple Respondents to determine which will best meet their financial and environmental interests.

- NOTE: MAPC is performing this procurement on behalf of participating Municipalities. MAPC is not directly developing solar generation facilities.

Specifically, the purpose of this RFQ is to solicit qualifications under MGL c. 25A §11I from Respondents to:

1. Design, procure, install, test, and commission a solar photovoltaic (PV) power generating system ("PV System") with guaranteed onsite electricity generation at each Facility ("Project"), as feasible.
2. Assist the Municipalities in evaluating which municipal properties may be suitable for solar energy development, in addition to those identified the accompanying attachment. (Sites are not to be evaluated in the response.)
3. Incorporate roof work into the Project(s), as needed.

It is the desire of MAPC to help site several small, medium and large-scale PV solar energy Systems to benefit citizens of the Municipalities, the environment, and reduce reliance on foreign sources of energy.

- NOTE: To support participating Municipalities with little available space suitable for solar PV, it is the desire of MAPC to receive Responses from Contractors with interest and expertise in installing small scale PV Systems (e.g., less than 100 kW), as well as those with interest and expertise in installing larger PV Systems.

Following selection of a top-ranked Contractor or Contractors, the MAPC and the Contractor or Contractors will negotiate a Memorandum of Understanding (MOU) that permits the selected Contractor or Contractors to enter into individual Solar Energy Management Services Agreements (EMSA) with each participating Municipality, or collectively, as Municipalities see fit.

Each participating Municipality may enter into a Solar EMSA with a selected Contractor for a Facility pursuant to the evaluation criteria set forth in this RFQ. Respondents may be selected to serve as Contractor for one or more Facilities at the direction of each Municipality. Municipalities may work together to secure the most advantageous pricing from a selected Contractor(s).

a. Site Information

A list of each Municipality's buildings and facilities to be evaluated pursuant to this RFQ is included as an attachment to this RFQ. It will be the obligation of the Contractor(s) to determine each site's potential. Systems may be roof- or ground- mounted depending on the best site and/or building characteristics.

It is possible that additional facilities not included in this list may be added at a later date at the discretion of each Municipality. Further, upfront roof work may be required to reduce risk and long-term costs (associated with roof repairs and system shutdown, removal, and reinstallation) to Municipalities. The final list of facilities and necessary roof work to be included in a Solar EMSA will be stipulated in the Solar EMSA scope of work to be negotiated individually with each Municipality.

b. Alternative Structures

In addition to standard PV system applications (e.g., rooftop, landfill), Municipalities may also be interested in alternative system applications, such as parking lot structures. Respondents are asked to summarize their expertise with any alternative system applications proposed.

c. Contract Terms

The Contractor in their Response shall agree to conform to the terms and services listed in Section 6.4 of this RFQ. Any exception to the Contract Terms shall be noted and explained in Respondents' response. The Contractor may propose contracts with each participating Municipality that contains additional services or terms; however, Municipalities reserve the right to deem terms that do not conform to the terms set forth in this RFQ void.

d. Common Technical Specifications

Contractors shall refer to the Common Technical Specifications included in this RFQ. These specifications are required for each PV System when negotiating the scope of work in Solar EMSAs and should be considered when preparing a Response to this RFQ.

e. Role of Participating Municipalities

To facilitate the Contractor in the execution of the Project(s), each Municipality will endeavor in their best ability to:

- Provide reasonable access to municipally-owned properties and buildings to obtain data (whether required or reasonably requested by the Contractor).
- Grant the Contractor sufficient access and occupancy rights to undertake the Project at the Premises. In this context, the Municipality will require the Contractor to enter into a Solar Lease Agreement, which will form part of the Solar EMSA. The Agreement will define the terms and conditions for the lease.
- Provide access for the assessment of sites and, for those sites selected for development, the installation, maintenance, and ongoing operation of the System.
- To the extent reasonable and appropriate, provide information/assistance to the Contractor in securing any remaining permits for the Project, including but not limited to local board approvals.

- Cooperate with the Contractor to the extent reasonable and appropriate on remaining issues with respect to site assessment, access, and facility construction and interconnection.

5. Terms of Response

5.1 Evaluation Criteria

Responses shall be submitted in the format outlined in Section 6.7. Each Response will be reviewed to determine if it is complete. The Selection Committee will review each Response prior to the selection process for completeness and adherence to format. A Response will be considered complete if all requested sections and information are included in the proper order.

Each section or subsection of the Response will be evaluated individually for completeness and to determine the most advantageous option for the Municipalities. The Selection Committee reserves the right to select the Developer that provides the most responsive and responsible Response, which best meets the needs of the Municipalities, taking into account the Developer qualifications, submittal quality, and evaluation criteria.

The MAPC Selection Committee plans to develop a shortlist of three (3) firms prior to making a selection. Scoring will be summarized on a Formal Evaluation Form. The MAPC Selection Committee may adjust the scores following interviews as provided in MGL Ch. 25A, Sec. 11I, and such additional interviews as the MAPC Selection Committee may deem necessary to evaluate the Respondents.

6. Appendices

This section contains the following appendices:

To be completed by Respondent and submitted with Response:

- 6.1 Cover Letter & Respondent Information Form
- 6.2 Certificate of Non-Collusion
- 6.3 Attestation Regarding Filing of Tax Returns
- 6.4 Required Contract Terms Checklist

To be considered by Respondent in developing Response:

- 6.5 Site Information
- 6.6 Minimum Technical Specifications
- 6.7 Response Format Template
- 6.8 Response Evaluation Form



6.1 Cover Letter & Respondent Information Form

The following information should be typed on Respondent's letterhead. Fill in all bracketed sections and delete or re-format all brackets, italics, and instructions. Black line or otherwise indicate all changes in wording, additions, or deletions.

Heidi Anderson, Manager, Municipal Procurement Services
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111
Phone: (617) 451-2770 x 2065
E-mail: handerson@mapc.org

RE: Respondent Information Form & Cover Letter for Solar Energy Management Services

Dear Ms. Anderson,

In response to your Request for Qualifications ("RFQ"), we [insert name of Respondent] (the Respondent) hereby submit our Statement of Qualifications ("Response") to implement performance-based renewable energy systems with guaranteed onsite energy generation at [some or all] of the Facilities included in your RFQ for the participating Municipalities.

[Indicate any preference for specific types of facilities, if application, including: small-scale rooftop solar, medium-scale rooftop solar, small- to medium-scale ground-mounted sites, landfill sites]

We offer the following commitments and representations to the Metropolitan Area Planning Council ("MAPC"):

- 1) The undersigned is authorized to submit this Statement of Qualifications on behalf of the Respondent and to bind the Respondent to its terms. We have fully reviewed the RFQ and any and all addenda thereto, and we fully understand the scope and nature of the project and contractual arrangements for which Responses are being requested.
- 2) Our Response has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the response to the RFQ. Neither the Respondent nor any member of the Respondent's project team is currently suspended or debarred from doing business with any governmental entity.
- 3) We certify that all of the information provided in our Response is true and accurate and that MAPC may rely on such information in the evaluation of our Response. We have read and understand the evaluation criteria in the RFQ. We accept that the MAPC reserves the right to waive informalities and to reject in whole or in part any and all Responses. We



accept that the MAPC Selection Committee reserves the right to select the Response that they view as most advantageous on the basis of the evaluation criteria listed in the RFQ.

- 4) We acknowledge that the work to be performed under any contract negotiated with a participating Municipality (as defined in the RFQ), including work by subcontractors, must comply with the provisions of the Massachusetts General Laws pertaining to prevailing wage.
- 5) We agree to take full responsibility for all costs of preparing this Response. We waive any and all claims against the MAPC and its employees, representatives and agents related to the cost of preparing, submitting and having the MAPC review and evaluate this Response.
- 6) We have read and understand the common technical specifications for solar PV systems in the RFQ, and agree to meet or exceed such specifications in accordance with the provisions described therein.
- 7) We have included the following required items as part of our Response:

Minimum Required Items	Check if Included:
Certificate of Non-Collusion	
Attestation Regarding Filing of Tax Returns	
Contract Terms Checklist	
Response in format of Response Form Template	

Sincerely,

[Insert name of proposer]
 By: [Insert authorized representative]
 [Print or type name]
 [Street address]
 [City, State, Zip]
 [Telephone]
 [E-mail]
 [Date]



Respondent Information Form

Developer Point of Contact: _____

Name of Company: _____

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 providing Energy Management Services 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 _____.



6.2 Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this bid or proposal 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)

(Name of person signing proposal)

(Name of business)



6.3 Attestation Regarding Filing of Tax Returns

Please complete this form for each participating company on this proposal

To: Metropolitan Area Planning Council

Pursuant to M.G.L. ch. 62C, § 49A, I certify under the penalties of perjury that the undersigned offeror, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Officer

Date

Name of Corporation

6.4 Required Contract Terms Checklist

The MOU and any Energy Management Services Agreement executed pursuant to this RFQ shall conform to the terms and services in the attached and discussed below. If Respondents (or their financing parties) have any exceptions to these contract terms, they must: (1) describe the exception(s) and the proposed alternative; and (2) explain the need for the exception in writing and attach the response to their response.

The response or Solar EMSA may contain additional services or terms, but the MAPC Selection Committee and Municipalities reserve the right to consider Responses and proposed Solar EMSAs void if the Respondent cannot meet the minimum conditions below.

Part 1: Required Services

Requirement	Accepts (Y/N)
The selected Contractor(s) is required to provide Project pricing to any participating Municipality that requests pricing. The Contractor's pricing proposal must include: (a) guaranteed annual electricity output (kWh/year minus onsite parasitic load); (b) annual system degradation factor; (c) First Year Price; and (d) Annual Electricity Price Increase Factor.	
The Contractor(s) will address both onsite usage of power by the host Municipalities and net metering of the excess energy (to the extent permitted by law) to provide additional savings to the Municipalities.	
Before submitting a proposal, each Contractor will be responsible for obtaining any studies and data concerning conditions (surface, subsurface and underground facilities) at the site or otherwise, which may affect the Contractor's ability to comply with obligations contract or which the Contractor otherwise reasonably deems necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFQ.	
The Contractor is responsible for confirming that a Massachusetts Electrical Code (MEC) compliant interconnection, including any recommended infrastructure improvements, can be made at the interconnection point.	
<p>The selected Contractor(s) shall:</p> <ol style="list-style-type: none"> 1. Design, procure, install, test, and commission a solar photovoltaic (PV) power generating system ("PV System") with guaranteed onsite electricity generation at each Facility ("Project"), as feasible. 2. Assist the Municipalities in determining which municipal properties may be suitable for solar energy development, in addition to those identified in the accompanying attachment. (Sites are not to be evaluated in the RFQ Response.) 3. Incorporate roof work into the Project(s), as needed. <p>If the Municipality determines that an acceptable agreement cannot be reached with a Contractor selected for a particular Facility, the Municipality may initiate negotiations with any other Contractor awarded by the MAPC.</p>	
The selected Contractor will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals.	

<p>Within 90 days of the award, the Contractor must perform a detailed engineering study of acceptable quality to the Municipality. The study will include a complete structural review of the Municipality’s buildings (as applicable) and/or site to determine viability of a PV installation (the “Study”). If a satisfactory Study is not executed, then the Municipality shall have the right to withdraw the award and make the award to another Contractor selected by the Awarding Authority. The Study is subject to acceptance by the Municipality and together with any revisions becomes the specifications for the EMSA.</p>	
<p>The installation must be in compliance with all local, state, and federal codes and standards, including all recent additions to the Massachusetts Building and Electric Codes.</p>	
<p>As a condition of project acceptance, the Contractor will 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.</p>	
<p>The Contractor will use a method for computing the electricity 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 (FEMP Guidelines). Acceptance of the FEMP Guidelines by your firm is a minimum contract term.</p>	
<p>Potential Contractors are advised that municipal land leased to a private party is subject to property taxation by each Municipality. The Contractor, therefore, will be responsible for the payment of any applicable real estate or personal property tax assessed against the Premises.</p>	
<p>The selected Contractor will be required to assist each Municipality meet its annual Solar EMSA reporting requirements to the Massachusetts Division of Energy Resources (DOER).</p>	
<p>The Contractor will be responsible for interfacing with the local distribution company for all matters required for the interconnection of the solar facility to the grid (e.g., metering, protection, extension of distribution lines for connecting the solar facility to the grid). The Contractor will assist the Municipality with applications for interconnection and net metering (Schedule Z and Cap Allocation) and cover the cost of any associated fees.</p>	
<p>PV Systems installed will meet Common Technical Specifications identified in Section 6.6.</p>	

Part 2: Required Contractual Language

Requirement	Accepts (Y/N)
<p>The Contractor is considered the responsible party under this program and will be required to meet all program and contract terms and conditions. The Contractor must ensure that all of their subcontractors adhere to program terms and conditions. The Municipality will investigate any project complaints. The Municipality may revoke a Contractor’s eligibility as a contractor on the project at any time if the Contractor fails to meet any of the program requirements and/or terms and conditions.</p>	
<p>It is expected that the selected Contractor will pursue tax credits and incentives, rebates, and other benefits that are available and/or may become available in the future. The EMSA shall include a plan for the disposition and/or assignment of: (a) any environmental or other attributes (such as RECs, greenhouse gas offsets, or forward capacity market payments) that are generated in connection with the operation of the System; (b) any tax credits or incentives generated in connection with the operation of</p>	

the System; and (c) any grants or rebates obtained in connection with the installation of the System. The selected Contractor shall comply with any requirements (such as insurance, reporting, etc.) that are associated with available programs.	
The Contractor, subcontractor(s), and employees for the project shall possess certifications and/or licenses as required by the Commonwealth of Massachusetts. The Contractor's project team must include a Massachusetts Registered Professional Engineer.	
The selected Contractor will be responsible for designing, financing, operating, and maintaining the System, and obtaining all necessary permits and approvals.	
The selected Contractor shall comply with any requirements (such as insurance, reporting, etc.) that are associated with available programs.	
The Municipality retains ultimate approval over scope of work, choice of subcontractor, equipment installed, and end use conditions. No work can proceed without the prior written consent of the Municipality. However, such approval shall not be unreasonably withheld.	
The selected Contractor shall hold harmless, defend, and indemnify the Municipality and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the selected Contractor's work or any subcontractor's work under the contract.	
The necessary rights-of-way for any construction to be done across or in private property will be obtained by the Municipality. The Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold him/herself strictly within the rights secured to him by the Municipality in prosecuting the work on private property.	
The Contractor shall obey and abide by all laws of the Commonwealth of Massachusetts relating to the employment of labor and public work and all ordinances and requirements of the Awarding Authority regulating or applying to public improvements.	
The Contractor 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.	
The Municipality and its consultant reserve the right to determine whether the material or equipment installed is equal to those specified in the EMSA and conduct post-installation quality assurance inspections. In the event an article of any material or equipment specified by the trade name of any particular patentee, manufacturer, or dealer of any such article or articles or materials is to be substituted, the replacement must be equal in quality, finish and durability and equally as serviceable (e.g., duration and terms of warranty) for the purpose for which it is or they are intended as the originally specified article. The Municipality has the right but not the obligation to make the decision as to whether the material or equipment offered is equal to those specified, and the decision of the Municipality shall be final.	
In the execution of the Agreement, it may be necessary for the Contractor to subcontract part of the work to others; however, the Contractor shall not award any work to any subcontractor without prior written approval of the Awarding Authority which approval shall not be given until the Contractor submits to the Awarding Authority a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Awarding Authority may require.	
The Contractor shall be fully responsible to the Awarding Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by it.	

<p>Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Awarding Authority.</p>	
<p>The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or its right, title or interest in the same or any part thereof, without the prior written notice to the Awarding Authority. The Contractor 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 notice to the Awarding Authority.</p>	
<p>The Contractor must carry an appropriate level of insurance for both the construction and operations phases. Specifically, the selected Contractor(s) shall be required to provide the Issuer with proof of insurance submitted to the Issuer as follows:</p> <ul style="list-style-type: none"> • General Liability Insurance in the amount of one million dollars (\$1,000,000) each occurrence. • Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit. • Massachusetts Worker’s Compensation Insurance in the amount of statutory limits. • Professional Liability Insurance in the amount of one million dollars (\$1,000,000) each occurrence. <p>The Municipality must be named as an additional insured on all such policies of insurance and any such policies must provide at least thirty (30) days advance notice to the Municipality in the event of cancellation or termination of any such policy.</p>	
<p>Notwithstanding any other law, the provider of the energy management services must file with the Awarding Authority a payment and performance bond relating to the installation of the project.</p> <p>Contractor shall provide the Customer with 100 % payment and performance within 30 days of award of the contract. The Contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the customer. Performance and payment bonds shall secure 100% of the total contract value.</p> <p>The performance and payment bonds shall remain in effect until the commercial operation date of the installed System(s). The performance bond shall remain in effect until 60 days after the Municipality receives notice of the Commercial Operation Date. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full.</p>	
<p>Within 90 days of contract execution, the Contractor will begin implementation of preliminary operations and procedures to generate electricity at the named properties of the Municipality.</p>	
<p>The Municipality must have access to inspect both the work conducted at project site 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 this agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.</p>	
<p>The Municipality will review all proposed modifications to the building and systems, and must approve of them before commencement of any work. Such approval shall not be unreasonably withheld.</p>	
<p>The Contractor is required to pay prevailing wage rates for all employees involved in providing contract services, as determined by the Department of Labor Standards (M.G.L c149, s.26 to 27H). For inquiry and clarification of prevailing wage laws, contact</p>	

DLS.	
All drawings, reports and materials prepared by the Contractor specifically in performance of the EMSA shall become the property of the Municipality, and shall be delivered to the Municipality as needed or upon prior to project acceptance.	
The Contractor will be required to file a Disclosure Statement listing all its public contractors; a Truth in Negotiations Certificate as describe in M.G.L. Chapter 7, section 30I, a Financial Interest Statement as described in M.G.L. 7, section 14A; and a Tax Certificate as described in M.G.L. Chapter 62C, section 49A.	
The Contractor shall perform its obligations 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 reasonable rules of the Municipality relative to the premises. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.	
Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God. The EMSA shall note that Force Majeure does not include acts of vandalism.	
At the end of the contractual term, the Contractor may be required to remove the solar facilities. However, the Municipality reserves the right to negotiate with the Contractor buy-out options for purchasing the facilities prior to the contractual term or for extending the duration of the Contract and to hire a consultant for owner’s agent services.	
Municipalities reserve the right to include a requirement for the posting of a financial assurance mechanism (such as a bond or letter of credit) to ensure that the facilities are removed and to protect the Municipality against other potential costs in the event that the Contractor defaults (i.e., decommissioning or default assurance).	

6.5 Site Information

As companion files to this RFQ, data for each of the participating Municipalities is provided in electronic form due to the comprehensive and cumbersome nature of the data. Such data includes Rooftop and Landfill Site Information, historic energy consumption data, and past site assessment reports. The site information file will also be distributed as a separate attachment alongside this RFQ and can also be found on COMM-PASS and the MAPC website where this RFQ has been posted.

It is possible that additional facilities which were not included in this list may be added later at the discretion of each Municipality. Further, upfront roof work may be required to reduce risk and long-term costs (associated with roof repairs and system shutdown, removal, and reinstallation) to Municipalities. The final list of facilities and necessary roof work to be included in a Solar EMSA will be stipulated in the Solar EMSA scope of work to be negotiated individually with each Municipality and reviewed and approved by MA DOER.

6.6 Minimum Technical Specifications

These Minimum Technical Specifications are those that each PV System must meet or exceed. The Respondent must consider these Technical Specifications in the development of its Response. These specifications and requirements are not intended to be all-encompassing, nor are they intended to override good engineering practice or applicable laws and code requirements. The Contractor is responsible for conformance to all relevant, prevailing codes, and the codes take precedence over these Technical Specifications. Site-specific conditions and/or local regulations may require additional specifications and requirements not included in this RFQ.

A. Design

1. Design Life and Estimated Production Requirements

- a. Each PV System shall have a service life of twenty (20) years at rated load.
- b. The PV System must be designed so that the estimated annual energy output for the PV System, based on actual site-specific shading, azimuth, and inclination is at least 80% of the default optimal output for a fixed PV System of the same capacity in Boston as estimated by PVWATTS (or equivalent) Version 1. PVWATTS Version 1 is available at the following website:

<http://rredc.nrel.gov/solar/calculators/PVWATTS/version1/US/Massachusetts/>.

2. Additional Design Requirements - Stamped affidavits or drawings are required for the electrical and structural components of the installation.

- a. The electrical design of the PV System must be stamped by a Professional Engineer (“PE”) licensed in the Commonwealth of Massachusetts.
- b. The structural design of the PV System requires a stamped affidavit from a Massachusetts-registered PE or architect confirming that the underlying structure is adequate to withstand the static and dynamic loads of the PV System. The analysis must include all mounted portions of the PV System, including modules, racks, ballast, and other related components. The analysis must also include all mount securing portions of the PV System, including any pins and penetrating devices.

c. The design of the PV System shall meet OSHA Part 1926 – Safety and Health Regulations for Construction requirements by proposing, as applicable, a suitable safety monitoring system, a fall management plan, and a fall protection system for the Municipality’s review and approval.

B. Equipment

1. General - All mounting materials for the PV System shall be corrosion-proof aluminum or 316 stainless steel. All materials subject to exposure to the sun must be sunlight resistant material. All conductors shall be copper. Municipalities reserve the right to approve alternative materials.

2. Inverters

a. Inverter efficiency shall be equal to or greater than 93%.

b. Installation shall meet the current UL 1741/IEEE Standard 1547, MEC codes and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.

c. Inverters shall be approved and listed with the California Energy Commission’s list of eligible PV modules: http://www.gosolarcalifornia.ca.gov/equipment/pv_modules.php.

d. The point of interconnection for the inverter(s) shall not be in parallel with any backup generators at the site during emergency generation.

e. Each inverter shall include:

i. Automatic operation including start-up, shutdown, self-diagnosis, fault detection and alarming.

ii. Ground fault protection.

iii. NEMA 1R rating for interior electrical room location or NEMA 3R for any exterior or mezzanine location.

f. The PV System must include underground power connection to/from the modules and the inverter(s) in the interior installation. The inverter(s) must have secure, weatherproof housing in the exterior installation.

g. The inverter(s) housing must be a sound structure designed to withstand all dead load, live load, wind and seismic loads for the area.

h. Lightning protection must be provided for the inverter(s) housing.

3. Combiner & Junction Boxes - Combiner boxes and junction boxes which are located outdoors shall have the following characteristics: NEMA 3R enclosure, 600 VDC, and listed by a nationally recognized testing laboratory. All PV System output circuits shall be protected by lightning arrestors of the appropriate voltage rating.

4. DC Disconnect Switches - The DC disconnect(s) shall be 600 VDC, heavy-duty safety switch and be listed by a nationally recognized testing laboratory. Where located outdoors, disconnects shall be NEMA 3R. Where fused disconnects are used, the fuse shall have appropriate DC ratings.

5. AC Disconnects - All AC disconnects shall be rated to interrupt the necessary voltage and current for the application and be listed by a nationally recognized testing laboratory. Where located outdoors disconnects shall be NEMA 3R. The AC disconnect shall be appropriately located per the utility's requirements and its location shall be noted on the one-line electrical drawing.

6. Interconnection Circuit Breaker - The Contractor shall provide the appropriate size, make, and model interconnection switchgear that is suitable for back feed in accordance with NEC 690.64.

7. Wiring and Conduit

a. All system wiring shall be of an MEC approved wiring method. All conductors shall have a temperature rating of 90 degrees C or lower.

b. All conductors shall be copper, sized appropriately to minimize line losses.

c. All conduits inside the building shall be rigid galvanized steel ("RGS").

d. All outdoor conduit shall be PVC coated RGS.

e. All outdoor electrical enclosures shall be NEMA 3R and have watertight connections.

f. Exposed cables shall be listed as sunlight resistant.

g. Specification for conduit materials for wire-run in trench(es).

8. PV System Grounding - The PV System shall be properly grounded in accordance with all applicable requirements of local electrical, MEC and NEC codes.

9. PV Array

a. PV Modules

i. Modules shall be UL 1703 listed.

ii. Modules shall be approved and listed on the California Energy Commission's list of eligible PV modules:

<http://www.gosolarcalifornia.ca.gov/equipment/pvmodule.html>.

b. Mounting System

- i. In all installations, the mounting system shall promote ambient air circulation beneath and above modules to enhance efficiency. The lower edge of the panels on the mounting should be designed to eliminate power production losses from snow coverage and provide a comfortable working height for maintenance.
- ii. Modules shall be individually removable for maintenance and repair.
- iii. The mounting system shall be designed to meet or exceed requirements of all applicable state and local building codes, including wind speed, snow and seismic load requirements, and penetration restrictions in accordance with a Facility's capped landfill requirements. The Contractor shall describe and document the wind and snow loads that the PV System is designed to withstand.
- iv. The PV System installation must meet all code and UL requirements with respect to lightning protection. The Contractor must have the building lightning protection system recertified by a contractor that is UL listed for lightning protection systems.
- v. Each module row or column must be separated to minimize shadowing effects on other modules. The spacing between modules shall be noted on the PV layout drawing.

10. Installation Requirements

- a. The output of the PV inverter(s) shall not interfere with or damage the function of existing building electrical distribution systems. All serviceable components must be "accessible" as defined by the MEC article 100. The installation shall comply with all applicable federal, state and local building codes including the latest Massachusetts Electrical Code. The Contractor shall not, under any circumstance, operate switchgear forming part of the main distribution system. The Contractor shall coordinate with the Municipality to operate the switchgear to disconnect or re-energize loads. Advanced notice shall be given to the Municipality for interconnection of PV System output or if the switchgear is to be turned off.
- b. The PV System electrical work must be performed by a Massachusetts licensed electrician.
- c. The PV System must be installed according to the manufacturer's instructions and in compliance with all applicable codes and standards.

d. The Contractor is responsible for all aspects of the local electric utility interconnection agreement including the submission of Schedule Z to accommodate any net metering arrangement requested by the Municipality. An application must be submitted to the local electric utility, with or without Schedule Z as appropriate, to start the formal interconnection process, and sufficient lead time should be allowed to successfully achieve interconnection under the local electric utility interconnection standards. All PV Systems must have an appropriate electric utility interconnection agreement in place at the time of interconnection to the utility grid.

e. All pertinent permits and inspections must be obtained and copies kept on file as may be required by local codes and/or state law.

f. All PV Systems shall include appropriate surge arresters or other means to protect the PV System components from lightning and other surge events. It is the responsibility of the Contractor to ensure that the installation meets any local, state or federal building and electrical laws that address lightning and surge protection.

11. PV System Warranty Requirements

➤ NOTE: Municipalities shall not be responsible for any costs associated with equipment service, replacement, etc. under the terms of the EMSA. Any and all costs associated with

a. Contractor Warranty. All PV Systems must have a minimum five (5) year labor warranty provided by the Contractor to protect the Municipality against defective workmanship, PV System or component breakdown, or degradation in electrical output of more than fifteen percent from their originally rated electrical output during the warranty period. The warranty must cover the PV System, including PV modules (panels) and inverter(s), racking, conduit run, and components, and provide for no-cost repair or replacement of the PV System, components, including any associated labor during the warranty period.

b. Manufacturer Warranty. All major equipment must meet the following minimum manufacturer warranties:

i. Photovoltaic Module: Minimum of one (1) year product warranty from date of sale to first consumer purchaser for product workmanship and materials, plus a minimum performance warranty of twenty (20) years within which time the module

will produce, under standard test conditions, a minimum of 80% of the product's minimum rated power at time of sale.

ii. Inverters: Minimum of fifteen (15) years product warranty from date of sale to first consumer purchaser for product workmanship and materials.

iii. Revenue grade production meters: Minimum of two (2) years following the effective commercial operation date that the meter system will be free from all defects in design, materials and workmanship. Such warranty, containing no exclusions or limitations, shall be in a form acceptable to, and for the benefit of, the Municipality.

iv. Mounting equipment: The Contractor shall obtain from the mounting system manufacturer(s) a warranty that the mounting system(s) will be free from all defects in design, materials and workmanship for a period of five (5) years following the effective commercial operation date. Such warranty, containing no exclusions or limitations, shall be in a form acceptable to, and for the benefit of, the Municipality.

12. Electricity Production Meter Requirements - All PV Systems must have a dedicated revenue grade production meter that:

- a. is readily accessible and easily understood by the Municipality;
- b. records the PV System's AC output as measured on the AC side of the PV System's isolation transformer;
- c. shall be separate from the local utility billing meter and shall not interfere with utility billing or net metering;
- d. must be a standard utility "revenue quality" meter that conforms to applicable American National Standards Institute ("ANSI") C-12 standards and shall be installed on the AC output side of the PV System's inverter or isolation transformer; and
- e. shall have a visible display of cumulative energy produced by the PV System and be available for periodic testing and/or re-calibration, if necessary.

13. Automated Reporting - All PV Systems must include an automated reporting system, i.e., Data Acquisition System ("DAS") that:

- a. will provide automated monthly reporting to the Massachusetts Renewable Energy Trust ("MRET") Production Tracking System ("PTS") through an ANSI C.12 certified revenue

quality meter for the full contract term. This includes responsive customer service and technical support, provided without further charge to the Municipality.

b. allow users to access live production data online and download data in a spreadsheet format.

C. Commissioning Requirements

1. Commissioning Procedure - At a minimum, the Contractor's sample testing and commissioning plan shall cover:

- a. measurement and recording of voltage-open-circuit of every source circuit;
- b. performance of inverter startup tests as specified by the inverter manufacturer in the inverter operation manual;
- c. measurement of AC power and comparison to predicted power based upon estimated irradiance level;
- d. performance of loss of grid test and verification of five minute delay upon restoration of the grid; and
- e. measurement and recording of I_{mp} of every source circuit, measured at each combiner box (source circuit measurements should be done under uniform irradiance conditions and the time of the first and last measurements taken at each combiner box should be recorded).

2. The Contractor shall carry out these tasks of the commissioning plan to the satisfaction of the Municipality or its representative.

3. The Contractor shall verify that the data acquisition/display system is functioning properly, comparing independent measurements to data acquisition display.

4. The Contractor shall correct, at no additional cost to the Municipality, any deficiencies uncovered by the testing prior to commissioning of the PV System.

D. Training Requirements

The Contractor shall train the Municipality or staff at the Facility awarded to the Contractor, on operations of the PV System. The training shall cover principles of operation, routine maintenance requirements, on-line data monitoring system, and safety issues that are specific to the PV System installed. An operations manual to accompany the training will be delivered to the Facility.

E. Documentation Requirements

1. Documentation – The Contractor shall prepare an Operations and Maintenance manual for the PV System at each Facility. In addition, the Contractor shall provide the Municipality with one (1) printed copy and two (2) digital copies on CD in an Excel spreadsheet in a simple and consistent format that is easy to import into the statewide CAMIS database of the information listed below.

2. Post Installation documentation shall include:

- a. A complete set of all approved shop drawings, a list of equipment and products used, and product literature. The list of equipment shall include the manufacturer, brand name, model (if applicable), equipment components, recommended maintenance procedures for each piece of equipment, approximate amount of product installed and materials contained in the product.
- b. As-built plans showing the final placement of all combiner boxes, connections and conduit placement.
- c. As-built electrical plans, including three line diagrams, and elevation drawings showing the final placement of the electrical equipment and the specific point of connection to the building service AC grounding electrode for the PV System ground.
- d. Trouble shooting guidelines.
- e. PV System maintenance schedule and procedures.
- f. Contact information for technical assistance and parts ordering.
- g. Records of all warranties and serial numbers of all warranted equipment.

6.7 Response Format Template

Respondents are encouraged to provide a response that specifically addresses each of the items below. MAPC looks favorably upon responses that provide thorough, detailed responses and follow the format below.

i. Management & Performance Capabilities

- a) Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Municipality.
- b) Provide the number of years the Respondent has been engaged in providing renewable energy installation/integration services.
- c) Describe the experience the Respondent has had with municipalities and public school systems, particularly in the Northeast and specifically in Massachusetts. Respondents shall demonstrate by example its experience working in facilities similar to the facilities included in this RFQ.
- d) Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel providing services. Provide the number of full-time personnel located in any applicable local or branch office and the site address of that local or branch office.
- e) Discuss any accreditations or pre-qualifications for Project(s) to be developed pursuant to this RFQ, describing the relevance or importance of such qualifications to the project.

ii. Experience & Project References

- a) Fully describe at least five (5) projects that Respondent has implemented within the last five (5) years. Please list at least five (5) examples of projects in the Northeast, and if possible, specifically in Massachusetts, which included varying types of mixed-use facilities. Provide the number of projects and aggregate dollar value of projects implemented by Respondent each year for the past five (5) years, including the value of the guarantees related to such projects and any shortfall in savings related to such projects. Provide detailed project information for all five (5) reference projects including: customer name, project dates, total project cost at response stage, total final project cost, projected annual electricity generation, actual realized electricity generation to date, and any shortfalls. Respondent 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. A response in table format is preferred.

- a. For each reference, please include the names, addresses, email addresses and telephone numbers. 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 RFQ submittal review process.
- b) Identify up to five (5) projects that Respondent has implemented in within the last five (5) years that are that less than 100 kW in capacity. If the Respondent has implemented projects less than 100 kW, describe strategies for keeping costs down.
- c) In addition to standard PV system applications (e.g., rooftop, landfill), Municipalities may also be interested in alternative system applications, such as parking lot structures. Summarize your firm's expertise with any alternative system applications.
- d) List renewable energy equipment types and sizes that Respondent has actually priced or procured and past experience with those technologies.
- e) List renewable energy suppliers that Respondent has worked with and describe the relationship with the supplier.
- f) Please provide an organizational chart. Identify projects that have been managed by individuals who Respondent anticipates will be assigned to Project(s) to be developed pursuant to this RFQ. 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.

iii. Project Approach

1. Engineering Study
 - a) Describe Respondent's approach to the technical design of any Project to be developed pursuant to this RFQ, including the methodology Respondent normally uses to compute the performance of the system.
 - b) Describe Respondent's general approach to conducting an engineering study. Specifically, what is the process? How will the Municipality be involved? Detail the level and depth of the information and resources that will be required of the Municipality.

- c) List all procedures, formulas and methodologies including special metering or equipment, which Respondent would use to calculate output.
- d) Describe the method(s) used to adjust the output due to such factors as weather, facility use changes and operating behavioral changes. Describe factors that would necessitate adjustment.
- e) Provide an example of an engineering study for one of the projects described in section a).
- f) Discuss Respondent's application of applying a "risk factor" to annual guaranteed output. Does Respondent's firm guarantee an annual level of savings less than the estimated output? Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance.

2. Construction and Testing

- a) Will your firm install Project(s) to be developed pursuant to this RFQ, or is this work subcontracted out? Will your firm design the Project(s)? For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals.
- b) Describe protocols related to management of critical path schedule to ensure timely completion, including willingness to post liquidated damages for delays and performance shortfalls. Discuss Respondent's project management protocols to ensure schedule adherence.
- c) Provide a list of equipment and manufacturers to be used pursuant to this RFQ and any available insured warranties. Also, describe any commitment or guarantee on the use of specific equipment types or their equivalents.
- d) Describe Respondent's reporting and client liaison protocols to be employed throughout the construction process. Describe how Respondent would work with current building management and maintenance personnel to coordinate construction activities.
- e) Discuss the role Respondent takes in managing subcontractors. Will Respondent oversee all work performed by subcontractors, including any work performed during occupied and unoccupied times?
- f) What quality assurance procedures will you follow to ensure the system design and installation meets all applicable building and electrical codes? Who will be responsible for reviewing designs, inspecting the system for compliance with the design and code, and ensuring the system is properly commissioned? Please provide a copy of a commissioning plan previously executed for one of the five (5) reference customers.

3. Power Generation

- a) Describe Contractor's experience in analysis, design, installation and follow-up services of power generation facilities.
- b) Describe the potential for a web based interactive component of the electric generation.

4. Service and Maintenance and/or Owner Training

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

- a) Who will be responsible for maintenance of the PV systems over the life of the EMSA contracts?
- b) Summarize any proposed training programs for Municipality maintenance personnel and staff.
- c) Provide the numbers of accessible truck based service and maintenance professionals and describe their level of training and experience.

5. Other Factors the MAPC Selection Committee and Municipalities Shall Consider

- a) Provide specific information regarding experience and expertise with the various types and uses of buildings and facilities under consideration in this RFQ, including but not limited to the particular needs of public schools, public safety buildings, historic buildings and closed landfills.
- b) Describe the services your firm will provide to identify, abate, and otherwise address hazardous materials that may be present in buildings or facilities under consideration for this Project. Materials may include but not be limited to asbestos and lead.

iv. Method for Guaranteeing Electricity Generation & Determining Savings

Methods for monitoring, measurement, and verification of guaranteed energy 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.

- a) Describe in detail the firm's methodology to determine electricity generation and explain how this approach will minimize risk and maximize return for the Municipalities over the course of

up to 20 years. Include in the description, the firm's approach to verifying output and addressing changes based on experience.

- b) Discuss Respondent's general approach to applying the M&V protocol.
- c) Describe Respondent's standard measurement and verification procedures, including reporting frequency, reconciliation methods and timing.
- d) Provide a sample measurement and verification report from one of the five (5) reference projects together with an explanation of how Respondent demonstrated, with respect to such report, whether the guaranteed output level was met and if not, the mechanics of how the customer would be compensated. Redacted copies protecting confidential information will be accepted.

v. Financing Capabilities

- a) Evidence and amount of bond capability from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570. Please provide the cost or fee your firm will charge for the performance and payment bonds as a percentage of the construction costs.
- 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 Respondent
- g) 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 Respondent. 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.
- h) Describe the form of guarantee that the Respondent will be providing in respect of the Project. If a corporate guarantee backstop by a parent company or credit enhancement by a financial

institution is anticipated, please provide a letter from the parent company or financial institution, indicating that such credit enhancement is available, the terms of such credit enhancement and the credit rating of the guarantor.

- i) Describe any other factors which would strengthen the credibility of the Respondent's financial capacity to undertake the construction and guarantees proposed in this Response. "Other factors" could include corporate strategies which establish and fund reserves for contingent liabilities accruing from a growing portfolio of performance contracts, escrows, energy hedging, letters of credit or other financial tools. "We have never had to fund a shortfall" is inadequate to strengthen the Respondent's financial credibility.
- j) Lawsuits and Disputes. Discuss whether your firm has ever been involved in a lawsuit or dispute regarding a performance 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. Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7) and Update Statement (DCAM Form CQ3).

vi. Pricing Methodology

- a) Provide a description of your firm's approach to financing Project(s) to be developed pursuant to this RFQ. Detail any unique features that your approach to project finance offers.
- b) Does your financing approach attempt to minimize financing costs? If so, how, and what impact on the proposed EMSA does that have?
- c) How does your firm plan to monetize the federal 30% investment tax credit? Is there a tax equity investor on your team? If so, who is it?
- d) Please show the assumed value of SRECs over the 20-year contract period you currently use or from other economic assessments (e.g., \$[___]/MWh in year 1, \$[___]/MWh in year 2, etc.). Also briefly describe your strategy to maximize the SREC value (e.g., secure long-term contracts only, spot market).
- e) Will you share the revenues from SRECs with Municipalities? If so, under what SREC market conditions would you share SREC value, and what formula or process do you propose to establish the share for the Municipalities?
- f) Does your approach to purchasing equipment and labor minimize installation costs? If so, how, and what impact on the proposed EMSA does it have?

- g) Discuss how your firm will allocate any financial impacts on proposed pricing caused by changes in financial incentives (availability of SRECs, reduction of federal and/or tax incentives, market value of carbon RECs, etc.)?
- h) How do you plan to incorporate local property taxes, if required? Note the Contractors are responsible for any applicable property taxes levied by Municipalities.
- i) Please describe any other factors that will allow you to provide the communities with the best possible value under a Solar EMSA?

6.8 Response Evaluation Form

Evaluation Form	
Minimum Required Items	Supplied (Y/N)
Respondent Information Form & Cover Letter	
Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7) and Department of Capital Asset Management (DCAM) Update Statement (DCAM Form CQ3)	
Certificate of Non-Collusion	
Attestation Regarding Filing of Tax Returns	
Federal Tax Identification Number for Respondent	
Form of Legal Entity, Changes in Ownership, and Other Entity Names	
Financial Statements	
Certificate of Insurance	
Evidence of Bond Capability	
Performance Guarantee	
Lawsuits and Disputes	
References	
Massachusetts Licensed Professional Engineer	
Contractual Terms – Completed Checklist	
Response Completeness and Adherence to Format	
Evaluation Rating Category	WEIGHT
Management & Performance Capabilities	5%
Experience & Project References	30%
Project Approach	30%
Method for Savings Guarantee	20%
Financing Capabilities & Pricing Methodology	15%