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## REQUEST FOR PROPOSALS

### DEVELOPMENT OF A SOLAR ENERGY PROJECT AT MUNICIPALLY OWNED WELLFIELD IN ACTON, MASSACHUSETTS

#### **PART 1 -GENERAL PROPOSAL INFORMATION**

##### **1.1 PURPOSE**

The purpose of this Request for Proposals (“RFP”) is to seek proposals from qualified and experienced renewable energy Developers interested in implementing a renewable energy system which will guarantee solar electricity generation to supply electricity to the Water Supply District of Acton. The Selected Developer (Developer) will lease Water Supply District of Acton land, to develop, own operate and maintain a solar energy project and enter into a long term Power Purchase Agreement (PPA) selling all or a portion of the energy output to the District (sometimes herein referred to as the Acton Water District).

The Acton Water District (AWD) intends to lease District owned property for the installation of solar collectors, inverters and cabling for a solar array at their municipal wellfield sites on one or two multi-parcel properties located within the boundaries of Acton, MA, shown in Attachments A1 (a) – (d), namely:16 Knox Trail and 58 Lawsbrook Road, and adjacent AWD properties. Proposals for PV project development will be accepted for one or the other or both properties. The lease term will be for a minimum term of 20 years with an ability to extend for two (5) year terms.

The AWD will enter into a long term PPA with the successful Developer. The PPA between the AWD and the selected Developer/System Owner will include:

- Guaranteed quantity of solar energy supply (kWh) to be provided to the AWD annually,
- Energy price (\$/kWh) and price escalation factor and period, if any,
- Term of the PPA,
- A system buy-out (optional). The bidder may offer the AWD buy-out options with system ownership transfer to the District at some time after year 6 of the PPA.

The Developer will be responsible for the interconnection study, permitting, interconnection costs and all costs associated with obtaining Permission to Operate the PV system from the local utility, EverSource. The Developer will construct, own, operate and maintain the solar energy project. The Developer will retain all Solar Renewable Energy Certificates (SREC), Environmental Credits, Tax Credits,

and other credits or grants derived from the solar energy project. The AWD proposes to purchase all or a portion of the solar energy from the project under a PPA.

*The District reserves the right to withdraw this RFP; to reject any and all proposals; waive minor informalities; and to accept any proposal deemed to be in the best interest of the District.*

## **1.2 CONTACT PERSON**

All communication regarding this RFP must be made by email and directed to:

Chris Allen, General Manager  
Acton Water District  
693 Massachusetts Avenue, Acton, MA 01720  
Email: [chris@actonwater.com](mailto:chris@actonwater.com)

## **1.3 SCHEDULE**

Proposal with all addendum are Due on **November 3, 2017 by 11:00 AM.**

**Submit proposals by email to [chris@actonwater.com](mailto:chris@actonwater.com). Include “Acton Water Solar Proposal” in the Subject Line.** The AWD will not consider responses received after the deadline for submission of responses.

## **1.4 PRE-PROPOSAL CONFERENCE AND SITE TOUR**

There will be a pre-proposal site tour for both sites to be held on **October 18, 2017 at 10:00 AM.** Meet at the Water District Office at 693 Massachusetts Avenue, Acton, MA

## **1.5 ADDENDA AND EXPLANATIONS**

Questions may be submitted to the Acton Water District by emailing [SolarRFP@actonwater.com](mailto:SolarRFP@actonwater.com) no later than November 3, 2017 at **11:00 AM.** Include **“Solar RFP Question” in the subject line.** All questions and answers will be posted to the District website at: <http://actonwater.com/operations/rfp/>

## **1.6 SUBMITTAL REQUIREMENTS**

**Proposals** are due as defined in Section 1.3 Schedule. Proposals received after the due date and time will not be considered.

Proposals shall consist of the following:

- a. Developer Qualifications and Technical Proposal
- b. Power Purchase Agreement of similar form and content as the DRAFT PPA included in Exhibit 2 to include pricing proposal and projected annual energy generation from the PV system. The PPA shall include all terms, energy rates, escalation rates (if any), periods, etc.
- c. Land Lease Agreement of similar form and content as the DRAFT LEASE included in Exhibit 1 – an executable document with proposed lease amount and terms.
- d. System buy-out agreement (optional) - a proposed PPA and Lease agreement which offer the District the opportunity to purchase the Solar generating plant at some time after year 6, may be proposed.

## **1.7 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION**

Developers must specifically identify those portions of their proposals, if any, which they believe contain confidential or proprietary information or trade secrets. They must provide justification why such materials should not be disclosed under a public records request, including the proper citations to the law supporting the exclusion from the mandatory disclosure under the Public Records Law of Massachusetts, M.G.L. Chapter 66.

## **1.8 INCURRED EXPENSES**

The Acton Water District is not responsible for any expenses that Developers may incur in preparing and submitting proposals. All materials and documents submitted in response to this solicitation become the property of the Acton Water Districts and will not be returned.

## **1.9 CONDITIONS**

Each Developer shall become fully acquainted with conditions relating to the scope and performance of the work under the contract.

The Developer shall make a determination as to conditions and shall assume all development risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the awarding Acton Water District.

The District reserves the right to issue addenda to this RFP. If it becomes necessary to revise any part of this RFP, addenda will be posted to the District website at: <http://actonwater.com/operations/rfp/> and an email with a link to the addenda will be sent to all potential developers who have provided their email address to the District as an expression of interest. The addenda shall be deemed a part of this RFP.

The District is not liable for any costs incurred by Developer prior to the issuance of a lease or if no action is taken on this RFP. The District may, in its sole discretion, determine that no lease award shall be made for one or both of the potential sites.

The District is not liable for any costs incurred by the Developer in development, ownership or maintenance the PV system.

Developer's response to this RFP may be withdrawn or modified only by email communication delivered to the SolarRFP@actonwater email address. Any such communication must be received before the deadline for proposal submission.

By submission of a proposal, the Developer agrees, if its proposal is accepted, to enter into a lease and PPA with the District that incorporates all of the requirements of the RFP. The Developer further accepts all of the terms and conditions of this RFP.

The Developer who enters into a real property lease with the District will be responsible for obtaining at its own expense, all appropriate Federal, State and local permits, licenses and approvals for the installation of the required equipment. If the Selected Developer is unable to obtain all necessary permits, licenses and approvals, for reasons beyond the Developer's control, the lease will be terminated and no further obligation imposed upon either party. The selected Developer will be required to provide a financial guarantee payable to the District in the event that the Developer fails to perform their obligation to develop and obtain permission to operate the solar generating facility in accordance with the timelines and performance specifications agreed upon in the property lease agreement. The financial guarantee shall be in the amount of \$250,000 or the cost to return the sites to original conditions whichever is greater.

### **1.10 COMPETENCY OF DEVELOPER**

The opening of the sealed envelopes shall not be construed as an acceptance of the Developer's qualifications. The Acton Water District reserves the right to determine the competency of a Developer from its knowledge of the Developer's qualifications or from other sources.

### **1.11 DISQUALIFICATION OF DEVELOPER**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Developer and the rejection of a bid:

- a) Evidence of collusion among Developers;
- b) Questions of lack of competency as revealed by either experience or financial statements; or
- c) Default on a previous contract for failure to perform.

### **1.12 LICENSES**

If required by law for the operation of the business or work related to this RFP, the Developer and all sub-contractors must possess all valid certifications and/or licenses as required by federal, state, and local laws.

### **1.13 PROCUREMENT REGULATIONS, EVALUATION, AND AWARD**

This RFP and any contract and/or lease entered into as a result thereof are subject to M.G.L. Chapter 30B. Prevailing wage rates are not applicable.

Each response to this RFP will be evaluated in accordance with M.G.L. Chapter 30B. Proposals will not be opened in public and will not be made public until an award has been made. Developers meeting the minimum qualifications criteria outlined in Section 5.1 will advance to the proposal evaluation process.

The Acton Water District may conduct such investigations as the District considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Developer. The District shall be the sole judge of the Developer's qualifications and whether the proposal is in the best interests of the District.

The Acton Water District will select the Developer with the most advantageous responsive and responsible proposal, taking into consideration the Developer's experience, references, Technical Proposal, and Financial Proposal.

### **1.14 NON-DISCRIMINATION**

The Developer shall not discriminate against any person because of race, gender, age, disability, ancestry, religion, national origin, sexual preference, veteran status, or political affiliation or belief.

## **PART 2 -SCOPE OF WORK**

### **2.1 DESCRIPTION OF THE PROJECT**

The Acton Water District is interested in promoting the beneficial use of water supply land for renewable energy production. The sites consist of 7 (+/-) and 14 (+/-) acre parcels located in the vicinity of 16 Knox Trail and 58 Lawsbrook Road in Acton, MA. The sites include municipal water supply wells and /or vacant

land in the vicinity of the wellfield. The land may include Zone 1 and Zone 2 Wellhead Protection Area and may require coordination with the Massachusetts Department of Environmental Protection (MassDEP). Satellite images and GIS Site Plans for both properties, including the boundaries of land available for the PV systems installations, are shown in Attachments A 1(a) through A 1(d).

The Acton Water District has the ability to enter into a long-term Property Lease of 20 years, with potential for two five year lease extensions, for the use of wellfield property for the generation of solar electricity.

The Selected Developer will be given 14 months to develop and construct the solar project and obtain Permission to Operate (PTO) from EverSource. This includes the design, permitting and financing of the solar project. The District's goal is for the Developer to receive Permission to Operate (PTO) and the PV systems to be generating power on or before December 31, 2018 (PTO Date). An extension of the PTO deadline may be granted, by the District, if the failure to meet the PTO deadline is due to utility delays or forces beyond the control of the Developer. Weather is not an acceptable cause for delay. After the development phase is complete and before construction begins, the Acton Water District and the Selected Developer will execute a land lease similar to the Draft Lease provided in Exhibit 1. As part of the land lease, the Selected Developer will maintain all operations and maintenance requirements and be responsible for all operation of the solar field.

The project areas contain wellhead protection zones used for public drinking water supplies. Care must be taken when working with equipment storage, vehicle parking, and while using any oils or hazardous materials to avoid any spills or releases to the environment. To the greatest extent possible, construction materials shall be free from oils or hazardous materials. Any oils used should be clearly marked and should be contained with spill protection. Any spills during construction shall be reported immediately to the District, Town and to the MassDEP.

## **2.2 PERMITS, APPROVALS AND SITE SPECIFIC REQUIREMENTS**

The Selected Developer shall be responsible for obtaining all relevant approvals and permits associated with the Solar Energy Project. These may include, but are not limited to: zoning permits, construction permits, storm water management permits, sediment and erosion control permits, electrical permits and interconnection agreements with the local utility. All permits shall be submitted under the direction of a licensed professional engineer. The costs for these approvals, agreements and permits shall be borne by the Developer. The Acton Water District will provide existing site-specific information, guidance, and support to the extent practical the Developer shall be responsible for obtaining approval from the MA DEP and local authority for the installation of the solar systems within Zone 1 and Zone 2 Wellhead Protection zones as required in 310 CMR 22.21(1), 3010 CMR 22.21 (3) (b) and 310 CMR 22.24. The governing policy, Bureau of Resource Protection "Wind 7 Solar Energy Projects Proposed in Zone 1" and guideline BRP #2011-1 are included in Attachment A5. To assist project Developer in development and permitting, several pertinent Attachments have been included in the RFP including:

- A1 Site Satellite images,
- A2 Sites with illustrative solar layouts,
- A3 Town of Acton Zoning By-Laws dated April 2017,
- A4 Town of Acton Special Permit Rules & Regulations dated May 2014, and



- Attachment A5 Bureau of Resource Protection Policy “Wind and Solar Energy in Zone 1” and Bureau of Resource Protection “Drinking Water Program Guideline”.

The Developer will be required to prepare a system maintenance plan and control plans for sediment and erosion control, storm water runoff, vegetation control and security.

The Acton Water District requires the Developer to handle all non-hazardous and hazardous materials and install the Solar Energy Project on the wellfield properties in a manner that protects the Acton Water District’s property interests and in accordance with all applicable local, state, and federal requirements. Maps of the Wellhead Zones for both parcels of land can be found on the Town of Acton GIS at: <https://actonma.mapgeo.io/?latlng=42.485282%2C-71.44188&zoom=13>

A portion of the site at 16 Knox Trail is being utilized for a treatment system associated with the waste site cleanup for the Nuclear Metals Superfund site. The activity associated with the Superfund cleanup will take priority on the parcel, and construction of a solar power system shall not hinder or interrupt any of the Superfund construction, maintenance or management.

### **2.3 LEASE TERM**

The Selected Developer shall enter into a Lease Agreement for a term of not less than 20 years. The Acton Water District may apply for authorization to extend the lease to 40 years, but such lease extension to 40 years would need approval by the Massachusetts Legislature.

### **2.4 CODES AND STANDARDS**

The Selected Developer shall meet all applicable industry standards and requirements for all equipment utilized.

### **2.5 ELECTRICITY SALES**

The District intends to grant to the selected Developer a lease pursuant to a Power Purchase Agreement (“PPA”), to allow the selected Developer to undertake the project as described herein. The Developer shall enter a Power Purchase Agreement with the Acton Water District substantially in the form attached hereto as Exhibit 2.

The District is seeking to procure all or a portion of the solar electricity generated in an amount equal to the Districts total electrical load for all of its facilities. Approximately 50% of the energy used within the District is consumed at the District’s new South Acton Water Treatment Plant (SAWTP). The SAWTP is located at 58 High Street which is adjacent to the land available for solar development at 16 Knox Trail. All District facilities are located within the Town of Acton and the EverSource NEMA territory. Historical electric usage data specifically for the SAWTP and for all District facilities are provided in attachments;

- A6 AWD Electricity Use Historical Data All Facilities,
- Attachment A7 South Acton Water Treatment Plant Electric Bills and Attachment and,
- A8 South Acton Water Treatment Plant EverSource Hourly Data.

To the extent that generation output is greater than the District’s electricity requirements, the Developer’s proposal must include a plan for the disposition of any power in excess of electricity purchased by the District (e.g., net metering, offsets, or sale into the wholesale power grid for the selected Developer’s own account). Proposals must include a measurement and verification strategy for metering electricity generation.

Developer guarantees that the systems will produce the Guaranteed Annual Energy Production in each Contract Year as defined by the Developer on the form given in Attachment D2. In the event that a production shortfall exists in any contract year, Developer shall pay to District, within thirty (30) days of the end of the contract year, the utility's retail rate for the period in which the shortfall occurred for each kWh of such production shortfall.

All bidders shall specify the energy produced by the Solar PV system in AC-kWh as calculated by the NREL PVWatts v5.3.8 or later software that can be found at: <http://pvwatts.nrel.gov/>

Specify for each proposed system:

<b>System</b>	<b>16 Knox Trail</b>	<b>58 Lawsbrook</b>
System DC Rating (kW)		
DC to AC Derate Factor		
Module Wattage		
Array tilt angle		
Array azimuth		
Surface area of solar panels		
Land area needed		
Installation/ground mounting method		

## **2.6 FINANCIAL ASSURANCE**

### *Construction*

Before any site work or construction begins the Selected Developer will be required to post financial assurance payable to the Acton Water District in the event the developer is unable to procure and install a fully operational solar power generating facility in accordance with the timelines and performance specifications agreed upon in the property lease agreement. The financial assurance shall be the estimated amount to restore the property or \$250,000 whichever is greater.

### *Decommissioning*

The Selected Developer will be required to post financial assurance payable to the Acton Water District to cover the costs to decommission the solar generating system at the end of the lease agreement. The estimated financial assurance shall include but is not limited to removal of solar panels, racking system, all electrical connections and equipment, and the legal proper disposal of all equipment and waste. The financial assurance estimate shall also include all costs for returning the property to pre-project conditions and shall include all professional costs, labor costs, trucking costs, hauling and disposal costs, landscaping costs, and any other cost not mentioned but which is expected to be incurred. The financial assurance shall be the estimated amount to restore the property or \$250,000 whichever is greater.

## **2.7 INDEMNIFICATION**

The Selected Developer shall be required to indemnify the Acton Water District officers, employees and contractors against any claim for performance of the Selected Developer's contractors' services contemplated by this RFP. The Selected Developer shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Acton Water District, its officers and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith, on account of the loss of life, property or injury or damage to the person, body or real property or tangible personal property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this RFP and the resulting Property Lease Agreement.

## **PART 3 -INSURANCE REQUIREMENTS**

### **3.1 INSURANCE REQUIREMENTS -CONSTRUCTION PHASE**

The Selected Developer and subcontractors shall, at their own expense, procure and maintain required insurance until all of their obligations have been discharged, including until any warranty periods under the Property Lease Agreement are satisfied and any insurance claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Selected Developer, its agents, representatives, employees, or subcontractors are resolved.

The Selected Developer shall provide evidence of such insurance to the District. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the District by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the District as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the District, the Developer shall upon notice to that effect from the District promptly obtain a new policy, submit the same to the District for approval and submit a certificate thereof. Upon failure of the Developer to furnish, deliver and maintain such insurance, the Property Lease Agreement, at the election of the District, may be declared suspended, discontinued or terminated. Failure of the Developer to provide and maintain any of the required insurance shall not relieve the Developer from any liability under the Property Lease Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Developer concerning indemnification. The District may waive the requirement of coverage type or amount if not reasonably available and if the District deems it to be in the best interest to do so.

#### **3.1.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

The Selected Developer shall provide coverage with limits of liability not less than those stated below:

##### **A. Commercial General Liability – Occurrence Form**

- Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- General Aggregate: \$2,000,000
- Products – Completed Operations Aggregate: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Each Occurrence: \$1,000,000

**B. Workers' Compensation and Employer's Liability**

- Workers' Compensation Insurance as required by the state of Massachusetts.
- Employers' Liability Insurance covering all of Selected Developer's employees working on or off the work site and acting within the scope of their employment as required by the state of Massachusetts.

**C. Excess Umbrella Liability** - Annual Aggregate: \$5,000,000.

**D. Automobile Liability Insurance** - Combined single limit of \$1,000,000.

**E. Professional Liability Insurance** - Covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

**F. Builders' Risk Insurance or Installation Floater**

- In an amount equal to the initial amount for the construction of the Solar Energy Project, the Acton Water District, Town of Acton and the Selected Developer and subcontractors shall be "Insureds" on the policy. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs.
- Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy.
- Policy must provide coverage from the time any covered property becomes the responsibility of the Selected Developer, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

**G. Excess Liability Insurance, Umbrella Form** - \$2,000,000 each occurrence and \$5,000,000 aggregate.

**3.2 INSURANCE REQUIREMENTS - OPERATION PHASE**

The Selected Developer and subcontractors shall procure and maintain insurance coverage until all of their obligations have been discharged, including until any warranty periods under the Property Lease Agreement are satisfied and any insurance claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the Selected Developer, its agents, representatives, employees, or subcontractors are discharged.

The insurance requirements herein are minimum requirements for the Property Lease and in no way limit the indemnity covenants contained in this RFP.

The Acton Water District in no way warrants that the minimum limits contained herein are sufficient to protect the Selected Developer from liabilities that might arise out of the performance of the work under the Property Lease Agreement by the Selected Developer, its agents, representatives, employees, or subcontractors. The Selected Developer is free to purchase such additional insurance as may be determined necessary.

### **3.2.1 ADDITIONAL INSURANCE FOR OPERATION PHASE**

All of the insurance listed above in Section 3.1 shall remain in effect and full force for the term of the Lease. In addition, the Selected Developer shall procure and maintain the following insurance:

#### **A. Property Insurance**

Property insurance shall be written on an all risk, replacement cost coverage.

Policy shall be in force at the time of substantial completion of the Solar Energy Project's construction and continue until the termination of the Property Lease Agreement.

## **PART 4 -LEASE INFORMATION AND PROPOSED LEASE PROVISIONS**

### **4.1 PARTIES TO THE LEASE**

The Lease Agreement and all exhibits thereto to be entered into as a result of this RFP shall be by and between the Selected Developer and the Acton Water District. The Lease Agreement shall be of a form and substance similar to the Draft Lease Agreement found in Exhibit 1.

### **4.2 LEASE TERM**

The Property Lease Agreement initial term will be for a term of 20 years.

## **PART 5 -SUBMITTAL REQUIREMENTS: DEVELOPER QUALIFICATIONS**

### **5.1 MINIMUM DEVELOPER QUALIFICATIONS**

Bidders shall demonstrate the following minimum qualifications with supporting documentation in their proposal. Developer Qualifications shall be submitted by email with the Developers' Technical Proposal.

#### **5.1.1 CORPORATE HISTORY AND STRUCTURE**

Each Developer shall identify itself by corporate name or partnership name and/or affiliate name, if applicable, and list all officers, directors, primary stockholders, and partners of the Developer. Developers shall describe their corporate structure and the location or jurisdiction in which the Developer is registered.

#### **5.1.2 PROJECT DEVELOPMENT EXPERIENCE**

Each Developer shall submit documentation showing that the Developer meets the following minimum qualification criteria:

1. The Developer for development of ground mounted Solar PV systems in Massachusetts must have a minimum of 2 years of experience designing, installing and operating PV systems with

- system sizes a minimum of 300kW per site. Operations experience shall include long term monitoring and reporting experience 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.
2. Provide a summary of at least five (5) examples of large ground mount solar PV installations, and 2 installations must be in Massachusetts.. Include system owner name, date project received permission to operate, date construction began, total final project cost, projected annual electricity generation, , and any annual production shortfalls. Developer must also indicate whether the project was completed on schedule, and if not, explain the reasons for such delay.
  3. The Developer will demonstrate its project development experience, including interacting with state environmental and permitting agencies and energy departments and similar city / town / district boards.
  4. The Developer must demonstrate its ability to manage the power project development, including the utility interconnection agreement, credit purchase agreement (a/k/a “virtual net metering agreement”), state and local permits, and project insurance including insurance on environmentally sensitive land.
  5. Provide a plan for staffing the development, construction, operation and maintenance of the project. Indicate the number of Developer’s full-time personnel to be assigned to the project in each phase. If subcontractors, rather than the Developer’s in-house staff, are to be responsible for any work, the Developer shall include a list of subcontractors that may be used, their role and the location of the subcontracted workers.

## **5.2 FINANCIAL CAPACITY**

The Developer shall submit documentation regarding financial capacity to complete the project:

1. Form of legal entity and year entity was established, any changes in ownership status over the past five (5) years, other entity names, if any and ultimate parent company, if applicable.
2. Annual reports or other current audited financial data of the Developer shall be submitted for the prior 3 years.
3. Developers must identify specifically those portions of their financial history, if any, which they believe contain confidential information. These portions of the Developer’s submittal treated as confidential under Section 1.7 will not be released as public documents.
4. The Developer with the winning bid must demonstrate its ability to obtain project financing.
5. Financial Assurance. The Developer will be required to provide evidence of ability to meet the Financial Assurance requirements discussed in Section 2.6 of this RFP.
6. 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, you must disclose whether your firm has been barred from providing services in MA or any other states.

## **5.3 TECHNICAL PROPOSAL**

Each Developer shall submit documentation showing the technical approach to the project:

### **5.3.1 System Design and Permitting**

- a) Provide details on the scope of the projects, preliminary design and systems size and layout, required resources and expected District responsibilities, if any.

- b) Describe Developer’s approach to the technical design of the project.
- c) List all procedures, formulas and methodologies including special metering or equipment, which Developer would use to determine electricity generation.
- d) Provide project development schedule.
- e) Describe all permitting and approvals required for the projects.
- f) For any design work conducted by third-party experts, please identify whether Developer takes engineering risk including stamping engineering submittals.

**5.3.2 Construction and Commissioning**

- a) State Developer’s proposed construction schedule. Submit a preliminary project schedule with the Technical Proposal using Day 0 as day Site Lease Agreement is signed, Developers should complete and include the following target schedule:

Site Lease Agreement signature date	0
Permitting begins	0 + ____ days
Final design plans complete	0 + ____ days
Equipment ordered	0 + ____ days
Construction begins	0 + ____ days
Permission to Operate &	
Electrical generation begins	0 + ____ days

- b) Discuss Developer’s project management protocols to ensure schedule adherence, including willingness to post liquidated damages for delays.
- c) Discuss the role Developer takes in managing subcontractors including subcontractor oversight.
- d) Describe Developer’s approach to handling construction debris, recycling, and disposition. Refer to Attachment A8 for information on solar development in Wellhead Protection Zones.

**5.3.3 Methodology of Determining and Guaranteeing Electricity Generation and Reconciling Solar Energy Provided with EverSource Bill Period Energy Use.**

Describe the methodology the Developer will use in settling the bill for solar electricity, (monthly kWh), provided by the Developer (System Owner) with the electric bill from EverSource. Describe how the kWh and AWD bill amounts be reconciled if the monthly bill period from the EverSource bill does not agree with the bill period for the sale of solar electricity from the Developer. Describe how any difference in the energy accounting and associated bills will be addressed.

**5.3.4 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.

1. Describe Developer's capability and plan to provide ongoing service and maintenance.
2. Provide the numbers of accessible truck based service and maintenance professionals and describe their level of training and experience.

## **PART 6 – SUBMITTAL REQUIREMENTS: PRICING PROPOSAL**

The Pricing Proposal will be submitted in a separate envelope from the Technical Proposal. Only those Developers that meet the minimum qualifications will have their Technical and Pricing Proposals considered and evaluated.

### **6.1 PRICING PROPOSAL**

Pricing Proposals will be submitted in a separate email document and shall consist of quarterly payments to be made to the Acton Water District for the term of the Lease. The Price Proposal must include:

- (a) Electricity price (\$/kWh),
- (b) Annual electricity price increase factor,
- (c) Maximum electricity price, (Note: electricity price must be capped at the local utility basic service rate)
- (d) Performance Bond Amount
- (e) Termination Fee Schedule

The Pricing Proposal must include completed forms Attachments D1 and D2. Developer should include all assumptions and conditions in the Price Proposal.



**ATTACHMENT A1- Site Images**

- (a) AWD Knox Trail Contiguous Properties**
- (b) AWD Knox Trail Satellite Image**
- (c) AWD Lawsbrook Contiguous Properties**
- (d) AWD Lawsbrook Satellite Image**

**ATTACHMENT A2- Sites with Illustrative Solar Layouts**

- (a) AWD Knox Trail Contiguous Properties**
- (b) AWD Knox Trail Satellite Image**

**ATTACHMENT A3- Town of Acton Zoning Bylaw April 2017**

**ATTACHMENT A4- Town of Acton Special Permit Rules and Regs May 2017**

**ATTACHMENT A5- Bureau of Resource Protection Solar in Zone 1 Policy & Guide**

**ATTACHMENT A6- AWD Electric Use Data – All Facilities**

**ATTACHMENT A7- Electric Bills**

- (a) SAWTP Con Edison Electric Bill April 2017**
- (b) SAWTP EverSource Electric Boll April 2017**

**ATTACHMENT A8- SAWTP EverSource Hourly Data**

**ATTACHMENT B -Proposal Cover Page**  
**For Power Purchase Agreement - Acton Water District**

To: Chris Allen, Water Supply District of Acton, General Manager

From:

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax id (SS# for individuals): \_\_\_\_\_

Organization Structure: Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_

Individual/Proprietorship \_\_\_\_\_ Other \_\_\_\_\_

Ownership: Public \_\_\_\_\_ Private \_\_\_\_\_ Non-Profit \_\_\_\_\_

I have read, understand, and agree to comply with the terms and conditions of providing a Power Purchase Agreement to the awarding authority as stated in the Awarding Authorities Request for Proposal. I acknowledge that I have accessed and reviewed the Awarding Authority website for RFP addenda noted below.

RFP Addenda (if any):

Addendum Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

**ATTACHMENT C - Certificate of Non-Collusion**  
**Acton Water District**

The undersigned certifies under the 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 of person signing Proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Date)

# ATTACHMENT D1 - Price Proposal

## For Power Purchase Agreement

### Acton Water District

1. Term of Contract: 20 years
2. First Year Electricity Price: \_\_\_\_\_ cents/kWh
3. Annual Electricity Price Increase Factor: \_\_\_\_\_ %/year (if any)  
*Developers may specify an Annual Electricity Price Increase Factor. Specify 0% for no increase.*

Note: Provide the electricity price, accounting for an annual escalation if any, in the Table in Attachment D2.

4. Maximum Electricity Price: \_\_\_\_\_ cents/kWh
5. Performance and Payment Bond Amount: \$ \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Title

#### Offeror Information:

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Contact: \_\_\_\_\_

**ATTACHMENT D2 - Guaranteed Annual Energy Provided**  
**Offered for Sale to the Acton Water District**

Contract Year	Guaranteed Energy Provided (kWh)	Cost of Energy (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Offeror Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 1 - Lease Agreement (DRAFT)**

**EXHIBIT 2 - Power Purchase Agreement (DRAFT)**