

TOWN OF WARE
MASSACHUSETTS

REQUEST FOR PROPOSALS
Pursuant to M.G.L. c. 30B, § 16

FOR

LEASE OF REAL PROPERTY
FOR CONSTRUCTION OF A
SOLAR PHOTOVOLTAIC ARRAY

Lease of Real Property for
Construction of A Solar Photovoltaic Array

Pursuant to M.G.L. c. 30B, § 16, the Town of Ware, acting through its Board of Selectmen, seeks competitive proposals for the lease of certain Town owned real property for the construction of a third-party owned and operated, commercial class solar photovoltaic array for the purpose of supplying net metering benefits to the Town of Ware. The lease shall be for a term of up to twenty years. This procurement and any resulting lease and power/net metering credit purchase agreement are subject to approval of the Board of Selectmen.

The Request for Proposals is available via email from the Ware Town Manager, Stuart Beckley sbeckley@townofware.com. Proposals must be received no later than 1:00 PM on May 12, 2017, at which time all proposals will be publicly opened in the Selectmen's Conference Room and a Register of Proposals prepared. The Town reserves the right to reject any or all proposals to the fullest extent permitted by law.

Timeline and Contact Information

Primary Contact:

Stuart Beckley
Town Manager
Town of Ware
Town Hall
126 Main Street
Ware, MA 01082
Phone: (413) 967-9648 x100

Email: sbeckley@townofware.com

Projected Selection Timeline:

Published in Ware River News	March 23, 2017
Published in Central Register	March 29,, 2017
Optional Pre-Bid Meeting and Site Visit:	By arrangement.
Final Inquiry Date:	May 3, 2017
Submit to:	Stuart Beckley, Town Manager Town of Ware Town Hall 126 Main Street Ware, MA 01082
Location, Date and Time of opening:	May 12, 1 p.m. Town Hall Board of Selectmen's Conference Room

Request for Proposals

Lease of Real Property for Construction of Solar Photovoltaic Array

INVITATION

The Town of Ware seeks competitive proposals for the lease of a certain portion of a parcel(s) of Town owned land located at the end of Robbins Road, Ware, Massachusetts, together with a non-exclusive easement for reasonable access thereto for the purpose of installing, operating and maintaining a solar photovoltaic (PV) array and utilities to provide net metering credits to the Town. Such land is shown on Assessor's Map 11, Parcel 021 and Parcel 025 (a copy of such map is included in Attachment 1 to this RFP).

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be received by the Town Manager no later than the time and date listed in the section, above, entitled "Timeline and Contact Information." Late proposals will not be accepted. An original and eight copies of the Proposal shall be placed in a sealed envelope marked on the outside as "RFP: SOLAR ENERGY ARRAY" and delivered to the Town Manager at the address indicated above. The Proposal shall include a "Project Proposal" and "Price Proposal" and other items described below.

Project Proposal

The Project Proposal shall include the following:

1. a letter of intent outlining the proposer's interest in this project and the qualifications of the proposer to install, operate and maintain a solar PV array of the size contemplated herein.
2. a detailed list of all the solar PV projects developed by proposer, which shall include the location of the project, the size of the project, the contact information for the landowner upon which the project was installed, and whether the proposer directly or indirectly constructed, operates, maintains and/or owns each project.
3. a clearly defined plan of services for completion of the project including a description of the proposer's internal operations, its management systems, a list of personnel with an organizational chart, and the names and qualifications of all personnel who will be assigned to the project, including personnel of any affiliates. The plan of services shall include a description of the manner in which the proposer will execute the project, a proposed schedule for completion of the project installation with detailed timelines (which is included in the evaluation criteria for award, see below), a description of anticipated operation and maintenance services, and a discussion of the financial ability of proposer to complete the project.
4. written confirmation of proposer's expectation that the project will qualify for net metering services under the "public cap," so called, and under the SREC II program.
5. a financing plan describing an overall approach and plan including possible sources of funds, use of revenue streams other than sale of net metering credits to the Town.
6. a proposed site layout of the solar facility.
7. resumes of the key individual(s) who will lead the project.
8. a listing of projects of similar nature performed by the proposer including contact names and current telephone numbers.

9. signed disclosure of beneficial interests (Attachment 2).
10. most recent balance sheet and income statement.

Price Proposal

Proposer's price proposal shall be on the attached **Form 1** and enclosed with the Project Proposal. The proposer shall offer its lowest per-kWh price for net metering credits for the purchase of such credits by the Town pursuant to a 20-year Power Purchase/Net Metering Credit Agreement between the Town and proposer.

- **Price Proposal Assumptions:** Note that Form 1 requires each proposer to assume, for the purpose of comparison of Price Proposals, a minimum nameplate capacity (DC), a minimum annual tax payment, an annual electricity production guarantee, and an annual degradation factor.

Town's Capacity for Net Metering Credits

The Town used approximately _____ kWhs of electricity over the last fiscal year at a cost of approximately \$_____. The Town has committed _____ kWhs to another net metering project.

PROJECT SPECIFICATIONS

The Town will lease a portion of a parcel(s) of land identified above to an experienced solar energy developer for the purpose of installing, operating and maintaining a solar PV array to generate electrical energy/net metering credits for sale to the Town. The parcel (see Attachment 1) includes approximately 15 acres of land. The Town makes no, and shall not make any, representations or warranties as to the condition of the land, which the successful proposer shall lease "as is" and shall guarantee no damage to the landfill cap or change in landfill conditions. Any changes in differential settlement, gas and water analysis, run-off patterns, storm water control systems, vegetative cover, or other impact is contractor's responsibility to remediate, address, provide additional testing, controls.

1. The Town of Ware takes no responsibility for any deficiencies in the geotechnical settlement and stability analysis performed by a third party, or any failure to perform due diligence in researching the historical aspects of the landfill- history and waste stream.
2. Only access road to be built on the landfill is in the location of the historical access road as view from 1990 documents and previous aerial photos.
3. No changes can be made to gas vents, probes, monitoring well locations, drainage and collection system
4. The developer shall erect a new and unused solar PV array appropriately sized for the property.
5. The developer shall design, engineer, permit, develop, install, interconnect (to the utility distribution grid), secure, insure, operate, maintain, repair and, eventually, remove from the property the solar PV array and associated equipment all at no expense to the Town. The array must be fully constructed and achieve commercial operations no later than 12 months after the effective/signing date of the relevant agreements between the parties.
6. Developer shall design and operate the solar PV array such that it will qualify as a Net Metering Facility of a Municipality or Other Governmental Entity (if a Class III Net Metering Facility under 220 CMR 18.00), and for the local utility's small commercial "G-1" rate.

7. The developer shall, at no cost to the Town, construct an educational display at a location of the Town's choosing about solar energy for use by local schools and residents.
8. The developer shall, at no cost to the Town, attend periodic meetings to discuss the project, provide progress updates, and make presentations to boards and committees. Some meetings may be conducted outside of normal business hours. These meetings are in addition to any local regulatory proceedings.
9. The developer will be required to meet all local, state, and federal legal requirements, including, without limitation, local planning and zoning requirements, and will be responsible for all permits, taxes, and related costs, including all governmental charges relating in any way to the lease of the property and the generation and sale of electricity and net metering credits. Real property and personal property taxes will be assessed for the solar PV array and the proposer's leasehold interest.
10. Before commencement of construction, the developer shall be required to post surety bonds issued by a surety qualified to do business in Massachusetts and satisfactory to the Town in an amount to be negotiated to ensure proper removal of the solar PV array and restoration of the property.
11. The Town may be the purchaser of the power to be generated. A 20-year Power Purchase/Net Metering Credit Agreement and a lease agreement are contemplated. A lease agreement is an alternative.
12. The successful developer will be required to indemnify, defend, and hold harmless the Town of Ware for any injury to life (including death) or damage to property (real, personal or other) that may occur due to the acts or omissions at the property of developer, its employees, contractors, subcontractors, agents, invitees, licensees, representatives and persons for whom developer is responsible or liable.
13. The developer will maintain during the term of any agreement such insurance as the local utility may require of developer, as interconnection customer, and, if different, as the Town and its insurer shall require.
14. Developer shall comply with all requirements of the local electric distribution company in the construction, operation and maintenance of the solar array, and shall pay for all costs and expenses relating to interconnection of the solar array to the distribution grid, including all charges, costs, and expenses imposed upon the Town in its role as Host Customer for the utility meter installed for the array, assuming the solar array is a Class III Net Metering Facility and a governmental host customer is required, and not otherwise.
15. Developer shall be required to enter into a lease agreement and power/net metering credit purchase agreement substantially in the form to be provided to the successful developer following notice of award of contracts.

SELECTION METHODOLOGY

The Town will review and rank the submitted proposals using the following evaluation criteria. The Town reserves the right to award a lease and power/net metering credit purchase agreements to the developer with the most advantageous proposal, taking into consideration the following evaluation criteria as well as price. The Town reserves the right to cancel the procurement at any time for any reason.

Evaluation Criteria

- **Experience (25%)** – The extent of the firm's experience in designing, financing, constructing and operating commercial grade solar energy facilities.

- **Project Team (25%)** – The relevant experience and quality of project personnel and the commitment of them to the proposed project in Ware.
- **Financial Capability (25%)** – The demonstrated ability of the proposer to obtain financing to ensure the timely completion of the project. (Most recent income statement and balance sheet to be provided; see above)
- **Schedule (25%)** – The proposed schedule for completion of solar PV array (to be included in developer’s plan of services; see above).

PRE-BID MEETING AND SITE VISIT

There will be an optional pre-proposal meeting followed by a site visit on the date/time and at the location stated above in the section entitled “Timeline and Contact Information.”

QUESTIONS

To be considered all questions and inquiries concerning this RFP must be submitted in writing by email no later than the date listed above (“Timeline and Contract Information”) to the Town Manager at the email address provided above. Inquiries will not be answered orally except as to administrative issues. The Town will issue an addendum to address written questions submitted by proposers if and as deemed appropriate by the Town. Any addenda will be sent electronically. Notwithstanding the foregoing, it is the sole responsibility of each proposer to contact the Town Manager prior to the submittal deadline to ensure that the proposer has received all addenda issued by the Town.

- END -

FORM 1
PRICE PROPOSAL

The undersigned proposes to lease, for the amount of rent set forth below, a portion of the property owned by the Town and located at Robbins Road, Ware, MA, for the sole purpose of constructing, operating and maintaining a solar PV array and associated equipment to provide energy/net metering credits, and for no other purpose; and to sell to the Town, at the price set forth below, net metering credits generated by such array. The term of the lease and power/net metering credit purchase agreement shall be 20 years from the date of commercial operation of the solar PV array.

A. The undersigned proposes to lease the property and construct and operate thereon a solar PV array according to the following prices and assumptions, and per the terms of the RFP:

NOTE: For bidding purposes only, assume the following:

- | | |
|--|--------------------|
| 1. Size of Solar PV Facility: | 11 Acres |
| 2. Annual Tax Payment (land & equipment): | \$12,000/MW |
| 3. Annual degradation factor: | .5% |

B. Based on the assumptions set forth in paragraph A, above, the undersigned proposes to sell the energy/net metering credits generated by the proposed solar PV array to the Town of Ware at the following prices:

1. Fixed Energy/Credit Price With Escalator:

Years 1-20 _____ per kWh with annual escalator of _____ %

C. Based on the assumptions set forth in paragraph A, above, the undersigned proposes to lease a portion of the property at the following fixed annual amount, payable each year in advance:

1. Fixed Annual Lease Payment:

\$ _____

E. Certifications:

The undersigned proposer certifies under penalties of perjury:

(1) that this 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; and

(2) that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

(3) that it will, if awarded a lease agreement, complete, execute and file the Disclosure Statement required by G.L. c. 7C, § 38 (see Attachment 2).

Name of firm making the proposal: _____

Authorized Signature: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment 1 – Assessor’s Map of Property

Attachment 2 – Disclosure of Beneficial Interests Form (DCAMM)