

Request for Proposals
Solar Photovoltaics for Onsite Energy Generation
Montague Town Hall Annex Roof

Town of Montague
One Avenue A
Turners Falls, MA 01376

1. Solicitation and Proposal Process

The Town of Montague (the “Town”) is issuing this Request for Proposals (“RFP”) to solicit pricing, qualifications, and project approaches under M.G.L. c. 164 § 143(d) and M.G.L. c. 30B, §6 and 225 CMR 20.00, from solar energy developers (“Respondent”) to:

- (1) Complete the installation of (including all engineering, procurement and construction) a roof-mounted solar photovoltaic energy system (“System”) at the Montague Town Hall Annex Roof (“Town Hall”). This facility will be municipally owned. Developers shall propose an Operations and Maintenance (O&M) contract for this facility.
- (2) Approach development of the System with the goals of reducing greenhouse gas emissions and maximizing economic benefit to the Town and its residents.
- (3) Design and install all solar panels to withstand Montague weather conditions. This includes passing all applicable standards for minimum design loads for buildings and other structures, including wind loading requirements.
- (4) Present at one Selectboard meeting at the schematic design stage of the project.
- (5) Evaluate the rooftop of the Town Hall for solar feasibility, including a structural engineering analysis, and a proposal that details how the Respondent will utilize currently available incentives.
- (6) Complete development of the roof-mounted solar photovoltaic energy system in a timely manner to maximize the financial benefit for the Town under the SMART program. Respondent will provide a schedule to complete development of the project within thirty (30) days of receipt of Notice of Award.
- (7) Provide public facing data, such as a website that the Town can link to, that shows the real-time solar production of the System.

The Town intends, pursuant to M.G.L. c. 30B, §6 to (1) select the most highly advantageous Respondent per the evaluation criteria herein; (2) enter into a Memorandum of Understanding (“MOU”) pertaining

to an engineering study of the premises; (3) subsequently execute an Engineering Procurement and Construction (EPC) Contract for the Town Hall system; and (4) enter into an operations and maintenance contract (“**O&M contract**”) for the Town Hall system. All contracts will be contingent on approval by the Town. This project is subject to the requirements of prevailing wage.

2. The Town of Montague

The Town of Montague (Pop 8,500) is in Franklin County, Massachusetts. Montague was one of the first Green Communities designated by the State in 2010. Town Hall is located in downtown Turners Falls. The contracting authority is the 3 member Selectboard. The town has dedicated professional staff to support the execution of capital projects. Western Massachusetts Electric Co., d/b/a Eversource, is the electric retail distribution utility that provides electric service to Montague. It is the desire of the Town to develop and own a solar project on the Town Hall Annex Roof for the benefits of the community, its residents, and the environment, with the goals of reducing long-term energy costs and the use of fuels that produce greenhouse gas emissions. This RFP is being issued to allow the Town to evaluate multiple options and determine the project and financial arrangement that best meet the Town’s interests.

3. Responses to the RFP

Responses to this RFP, as required in accordance with all terms and specifications contained herein, should be submitted to:

Town of Montague
Town Administrator
One Avenue A
Turners Falls, MA 01376

To be considered, a proposal must be submitted on or before 2:00 p.m. on **August 28, 2023.**

Responses must be submitted in a sealed outer package clearly labeled “Request for Proposals SOLAR PV DEVELOPMENT FOR ONSITE ENERGY GENERATION.” Within each envelope or package, the Respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the response on behalf of the Respondent. Respondents shall include separate technical and pricing proposals for the roof-mounted solar photovoltaic energy system at the Town Hall (to be owned by the Town).

Within a sealed envelope within the outer package, Respondent shall enclose one (1) original paper copy and one (1) single-file electronic version (in Adobe Acrobat (pdf) format on a thumb drive) of everything requested in this RFP except for the Respondent’s price proposals requested in Section 7.7 for the Town Hall system (“Montague Town Hall Technical Proposal”). The sealed envelope shall be marked with the

respondent's company name, and plainly marked in the lower left-hand corner: "Response to Solar Energy RFP – Technical Proposal" Within a sealed envelope within the outer package, Respondent shall also enclose one (1) original paper copy of the Respondent's price proposal for the Town Hall system with its response to Section 7.7 for scenarios # 1 and # 2 ("Montague Town Hall Price Proposal"). The sealed envelope shall be marked with the Respondent's company name, and plainly marked in the lower left- hand corner: "Response to Solar Energy RFP - Price Proposal".

It is the Respondent's responsibility to see that its response is delivered within the time and at the place prescribed. No responses shall be opened by the Town until the time set for opening (the "Opening"). Withdrawal and modification of responses shall be governed by this Section 3 of this RFP.

By submitting a proposal, the Respondent certifies that (1) no officer, agent, or employee of the Town has a pecuniary interest in its proposal; (2) the proposal is made in good faith without fraud, collusion, or connection of any kind with any other prospective Respondent for the same RFP, and (3) the Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

The right is reserved by the Town, as the interests of the Town may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof if it's deemed to be in the best interest of the Town to do so.

Subject to the Town's authority to reject, in whole or in part, any or all proposals, as provided M.G.L. c. 30B, §9, the Town shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. A Respondent may correct, modify or withdraw a response by written notice received in the Town Administrator's Office (see above address) prior to the time and date set for opening the proposals. After the opening, a Respondent may not change any provisions of the proposal in a manner prejudicial to the interests of the Town or fair competition. The Town shall waive minor informalities or allow the Respondent to correct them. If a mistake and the intended meaning of the proposal is clear on its face, the Town shall correct the mistake to reflect the intended meaning and so notify the Respondent in writing, and the Respondent may not withdraw the proposal. A Respondent may withdraw a proposal if a mistake is clear on the face of the proposal, but the intended meaning is not similarly evident. (See M.G.L. c.30B, § 5(f)).

A Pre-Submission Meeting will be held at 2:00 pm on August 10, 2023. The meeting will be held at the Montague Town Hall (One Avenue A Turners Falls, MA 01376) and will involve a site tour. The Pre-Submission Meeting is not mandatory but is highly recommended.

Questions posed verbally by the Respondents at the Pre-Submission Meeting must also be submitted in writing to the Town Administrator by email (assistant.townadmin@montague-ma.gov) by 2:00 p.m. on August 15, 2023. The Town shall issue a post meeting addendum listing each written question received and its response. Only the information contained in that addendum shall be relied upon when submitting a proposal. Verbal exchanges during the meeting will be considered informal and of no legal effect. The burden shall be on a Respondent to seek further clarification from the Town in writing if the information contained in the post-meeting addendum deviates from the Respondent's intent or understanding.

Inquiries will not be answered directly. The Town will issue an addendum to address the written questions submitted by the deadline. Any addendum will be posted by email through www.montague-ma.gov/BIDS. It is the responsibility of the Respondent to contact the Assistant Town Administrator (assistant.townadmin@montague-ma.gov) by email prior to the proposal submittal deadline to ensure that the Respondent has received all addenda issued by the Town.

Only the information contained in this RFP and a subsequently issued written addendum, if any, may be relied upon when submitting a proposal. In addition, the Town may, in its discretion, make any changes to this RFP via written addendum.

Respondents must submit proposals that fully comply with the requirements set forth in this RFP. A proposal shall be conclusive evidence that the Respondent has examined the Premises and is familiar with all the conditions of this procurement.

Upon finding any omissions or discrepancy in this RFP, the Respondent shall notify the Town immediately so that any necessary addenda may be issued. Failure of the Respondent to completely investigate the Premises and/or to be thoroughly familiar with the conditions of this procurement (including plans, specifications and all addenda) shall in no way relieve the Respondent from any obligation with respect to its response.

The RFP and addenda are available on the Town’s Procurement Page: www.montague-ma.gov/BIDS. It is the Respondent’s responsibility to check that webpage prior to the bid submission date for any addenda. The Town will notify anyone that has signed up as a vendor via email.

Procurement Schedule- Montague Town Hall Solar

Milestone	Date
RFP Issued	Wed, July 19
Pre-Submission Meeting	Thursday August 10, 2PM
Questions Deadline	Tuesday August 15, 2PM
Anticipated release of Town’s Response Addenda	Thursday August 17
Responses Due to the Town	Monday August 28, 2PM
Anticipated Vendor Selection	Monday September 11

4. General Terms and Conditions

4.1 Receipt and Opening of Responses. Sealed proposals will be accepted by the Town until 2:00 p.m. on August 28, 2023. They will then be opened in the presence of at least two (2) witnesses and the Town will prepare a register of responses available for public inspection.

4.2 Form of Proposal. Proposals must be submitted on and in accordance with the forms attached to this RFP in Appendix B. No change shall be made in the phraseology of the form or in the item or items mentioned herein. The proposal must contain the name and proper address of the Respondent, be signed by an authorized member of the Respondent with his/her signature and official title, following

the form of Appendix B1. Except as otherwise provided in this RFP, proposals that are incomplete, or contain any omissions, erasures, alterations, additions or irregularities of any kind, may be rejected.

4.3 Submission of Proposals.

- (a) Packages containing responses must be sealed and addressed as specified in Section 3 above.
- (b) Submissions will be received until 2:00 p.m. on August 28, 2023, and no proposal received after the submission deadline will be considered.
- (c) Any Respondent may withdraw or modify its proposal by written request at any time prior to the established deadline for submissions.
- (d) After the Opening, a Respondent may withdraw, but may not modify, its proposal except in a manner that is not prejudicial to the interest of the Town or to fair competition. Negligence on the part of the Respondent in preparing the response confers no right to modify the proposal after it has been opened.
- (e) Proposals received prior to the Opening will be held in the Town Administrator's Office. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- (f) Any deviation from the requirements of this RFP must be noted in writing and attached as a part of the proposal. The Respondent shall indicate the item or part with the deviation and indicate how the proposal deviates from the requirements.
- (g) Any Respondent taking exception to, or questioning any of the provisions, procedures, conditions, or specifications herein stated should make such exceptions known to the Assistant Town Administrator by email (assistant.townadmin@montague-ma.gov) prior to the Opening.
- (h) Any change or interpretation made by the Town as a result thereof will be emailed to all prospective Respondents of record. Should a Respondent still not be satisfied, the Respondent may, in its proposal, set out and stipulate the exception, with enough explanation to be understood by the Town. The Town may, at its discretion, accept or reject any or all exceptions.
- (i) The Town may in its discretion waive all informalities or allow the Respondent to correct them.

4.4 Evaluation of Responses. The Town will evaluate and rank the qualified Respondents as detailed in Section 6 of this RFP. Each responsive statement from a Respondent will be evaluated and ranked solely according to the criteria set forth in this RFP. It is the responsibility of each Respondent to provide information, evidence and exhibits that clearly demonstrate the Respondent's ability to satisfy project requirements. The evaluation process may include verification of references, confirmation of financial information and examination of such other information as the Town deems appropriate including contact with persons or organizations not provided by the Respondents as references. The Town will conduct interviews as permitted by M.G.L. c. 30B, Sec. 6, and such additional interviews as it may deem necessary to evaluate the proposals. The Town may require public presentations by Respondents. The Town reserves the right to request or obtain additional information about any proposal.

4.5 Memorandum of Understanding. The Town will negotiate and execute a Memorandum of Understanding (MOU) with the Respondent that provides the most advantageous proposal. The MOU

(See Appendix C for sample) will pertain to the undertaking and completion of an engineering study by the selected Respondent at the Respondent's expense at the Montague Town Hall. At a minimum the engineering study shall provide:

- (a) guaranteed annual electricity output (kWh/year);
- (b) estimated actual annual electricity output;
- (c) annual system degradation factors;
- (d) the model or method used to calculate the annual energy values in (a) and (c) including the weather files used (e.g. TMY2);
- (e) the purchase price of the system;
- (f) the expected simple value and 20-year net present value of the system;
- (g) A structural evaluation of each roof by a professional engineer.

Estimates of guaranteed annual electricity output for each Premises should be based on the specified savings calculation methodology in the most recent version of the Federal Energy Management Program (FEMP) Guide for Measurement and Verification. The respondent also must (1) specify the method of calculation of any production shortfall payments; (2) include an illustrative calculation showing inputs and assumptions; and (3) explain how production shortfalls will be determined.

4.6 Engineering Procurement and Construction Contract. After the completion of the engineering study, the Town will enter into negotiation of an Engineering, Procurement and Construction Contract for the roof-mounted solar photovoltaic energy system at the Montague Town Hall Annex (and related agreements, including, at the developer's option, an O&M contract) (collectively, "the Town Hall Contract") with the selected Respondent. If the Town and the most responsive and responsible Respondent are unable, within sixty (60) calendar days following the Town's notice of commencement of negotiations with that Respondent (or such longer period as the Town may deem appropriate), to negotiate a Contract that the Town determines to be fair, and reasonable, the Town shall notify such Respondent of the termination of negotiations as of a date set forth in such notice of termination. Thereafter, the Town may conduct negotiations with the next most advantageous respondent.

The Town may cancel this procurement if it determines that cancellation serves the best interests of the public. The Town may reject, in whole or in part, all planned or proposed elements of a project, when it determines that rejection serves the best interests of the public.

4.7 Engineering Procurement and Construction Contract Requirements.

The Town requests that all Respondents include a copy of their sample contract as part of their proposals. The Town of Montague requires some form of the following contract elements:

- (a) Surety Bond. The selected Respondent (also referred to herein as the "Contractor") will be required to provide the Town with 100% payment and performance bonds from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570.

- (b) Certificate of Insurance. The Contractor must provide evidence of insurance coverage and limits including those for subcontractors. The Contractor shall maintain the following types of insurance: Workers Compensation and Employers Liability, Commercial General Liability, Commercial Automotive Liability, Umbrella Liability, Installation/Builders Risk, Contractors Pollution Liability, Professional Liability, Contractors Property, and any Other coverage. Details on required insurance coverage are provided in Appendix D.
- (c) Subcontracting. Except to the extent contemplated in the response and permitted in the Contract, the Contract will prohibit assignment and subcontracting without the Town's express prior approval.
- (d) Assignment. The Contract will require that the Contractor shall not have the right to assign or transfer, whether voluntarily or by operation of law, any of its rights, duties or obligations under the Contract without prior written consent of the Town. The Town's consent shall not be unreasonably withheld, conditioned, or delayed; provided however, that the assignee has demonstrable experience in operating and maintaining solar photovoltaic systems comparable to the System, and has demonstrable financial capability to maintain the System and perform the obligations of Contractor under the Contract.
- (e) Indemnification. The Contract will require that the Contractor hold harmless and indemnify the Town 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 Contractor's work or any subcontractor's work under the contract.
- (f) Compliance with Laws. The Contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.
- (g) Governing Law; Venue. All contracts entered into by the Town shall be governed by the Laws of the Commonwealth of Massachusetts. Any disputes shall be resolved within the venue of the Commonwealth of Massachusetts and shall be brought in or removed to any court of the Commonwealth serving Montague or the federal district court sitting in Franklin County, Massachusetts.
- (h) CORI and SORI Checks. Any contract resulting from this RFP may require Contractor and subcontractors to undergo a Criminal Offender Record Information (CORI) check and/or a Sex Offender Registry Information (SORI) check.
- (i) This project is subject to the payment of prevailing wages as required by M.G.L. c. 149. See Appendix F

5. PREMISES PROFILE The Town has included pertinent Premises information in Appendix A of this RFP. However, this analysis was performed for the Town's benefit only, and is provided only for informational purposes. Respondents may not rely upon such analysis and must perform their own due diligence with respect to the Premises. The system will be owned by the Town.

6. SCOPE OF WORK TO BE ADDRESSED

6.1 Key Project Elements. For the Town Hall site, the selected Respondent will enter into an Engineering Procurement and Construction (EPC) contract for installation of (including all engineering,

procurement and construction) one roof-mounted solar photovoltaic energy system to be municipally owned. The Respondent shall provide O&M services for this system through an O&M agreement for a term of 20 years.

The EPC Contract documentation will include installation and maintenance provisions for this site. The EPC Contractor will be the Respondent selected by the Town. The Contractor(s) will be responsible for all site preparation, designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., HDC approval, building permits, interconnection, compliance with MassDEP guidelines) and installation. The cost of interconnection with the local distribution company (Western Massachusetts Electric Co., d/b/a Eversource) and filing of any Schedule Z, SMART Program equivalent, or like requirement shall be borne by the Respondent. The Contractor will be responsible for holding one (1) meeting with Montague Town Hall staff, and facilities managers and department heads as applicable after completion of the final layout of the System, including arrays, racking or other mounting equipment, inverters, and other associated equipment. In the interests of expediency, the final layout need not include a final design for grid interconnection nor include reference to an Interconnection Services Agreement (ISA).

6.2 Project Scope. The Town intends to negotiate a Contract for a roof-mounted solar photovoltaic energy system on Montague Town Hall Annex Roof. The project should maximize the financial benefit for the Town under existing programs and be within a total established project budget of \$205,000.

If a Respondent would like to propose an alternative scenario (i.e., battery system, community shared solar, low income solar, etc.) Please provide a detailed narrative of the benefit to the Town and greater community that includes a distribution of benefits.

The Respondent's proposal shall include a plan to collect energy data at the System to assist the Town in evaluating the performance of the solar PV system.

The town does not anticipate a proposal for solar on the main town hall roof or parking lot at this time.

6.3 Role of the Town. To facilitate the development of the System, it is expected that the Contract will require the Town to:

- (a) Provide reasonable access to the Premises to obtain data (whether required or reasonably requested by the contractor);
- (b) Grant to the Contractor sufficient access and occupancy rights to allow the Contractor to undertake the Project at the Premises;
- (c) Provide access for the installation, maintenance, and ongoing operation of the System;
- (d) To the extent reasonable and appropriate, provide information to the Contractor to assist the Contractor in securing any remaining permits for the Project, including but not limited to local board or department approvals, and
- (e) Cooperate with the Contractor to the extent reasonable and appropriate on remaining issues with respect to maintaining "host customer" status as it relates to Massachusetts net metering rules and tariffs, filing of Schedule Zs, SMART rules and tariffs, access, construction and interconnection.

7. PROPOSAL REQUIREMENTS

Contents should include:

7.1 Transmittal Letter. Each proposal should include a transmittal letter signed by a party authorized to make a formal bid on behalf of the Respondent. The letter shall clearly indicate that the Respondent has carefully read all the provisions in the RFP and should include a brief overview of the Respondent's response. Transmittal letters should also acknowledge receipt and understanding of any addenda issued by the Town associated with the project.

7.2 Qualifications.

Company Profile

(a) Year founded and number of continuous years in business. Status (private or publicly-held). Minimum of five (5) years in business is required.

(b) Number of employees in local branch office at the time of submittal (full time employees, excluding contractors).

(c) Corporate office location.

(d) Local office location.

(e) A description of any ongoing or previous litigation your firm has been involved in and a statement that the respondent is not debarred, suspended or otherwise prohibited from practice in any jurisdiction by any federal, state, or local agency.

(f) History of operations in Massachusetts.

(g) Experience with municipal procurements, DOER EMS requirements, the net metering System of Assurance program (including rules and tariffs), the SMART program (including rules and tariffs) and the Western Massachusetts Electric Co., d/b/a Eversource interconnection tariff.

(h) Experience with the construction, operation and maintenance of solar generating facilities on municipal property in Massachusetts.

(i) Familiarity and experience with Massachusetts DOER, DPU and solar incentive programs, and understanding of any forthcoming changes to such programs.

Licensing

(a) Provide a list of all relevant State-Specific Contracting Licenses held, including classification and number (e.g. Master Electrician, NABCEP, Construction Supervisor, Professional Engineer).

(b) List any Electrical, Structural and/or Mechanical Engineering Licenses held by firm members, who will be assigned to the project, including classification and number. Insurance (a) Please provide evidence of the insurance limits held by your firm, including but not limited to: a. Commercial General Liability Limits (per occurrence and aggregate), Commercial Automobile Liability Limits(per occurrence and aggregate),

Professional Liability Limits (per occurrence and aggregate), Workers' Compensation Insurance, and any Umbrella/Other Coverage b. Financially viable insurance rating (e.g. A.M. Best Co.)

Project Team

- (a) Team leader identification for the entire response, including full contact information.
- (b) Identification of each business entity, person or firm involved in the response and their role (design, installation, permitting, equipment and supplies by component, operations and maintenance, etc.)
- (c) Resumes of personnel directly involved with the development of the proposed systems. Provide evidence of NABCEP-certified INSTALLER, Professional Engineer (P.E.), and Master Electrician.

Safety

- (a) List your firm's Experience Modification Rate (EMR) for each of the past three years.
- (b) List your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for each of the past three (3) years.

7.3 Solar Project Experience

- (a) List the total capacity (in kW DC) of operational solar electric installations completed by your company to date, and the total installed in Massachusetts.
- (b) List your firm's previously installed/bid module technologies including brand, module rating and technology type (crystalline, thin-film, etc.). If your company has any proprietary and/or exclusive corporate affiliation with any materials, equipment, or manufacturers associated with the solar PV industry, please state those relationships.
- (c) For systems over 50 kW-DC that your company has completed in Massachusetts within the past three (3) years, provide details for each system in a table format as shown below

Capacity (KW-DC)	Location (Town)	On Municipal property?	Ground Mounted?	Parking Canopy?	Roof Mounted?

- (d) Describe your company's experience and capabilities with behind- the -meter projects

7.4 References

- (a) Provide project descriptions and references for a minimum of three (3) projects that are currently operating non-residential grid-connected PV systems greater than 100 kW DC that Respondent installed and commissioned within the past three years (not in development) in locations with comparable weather conditions to Montague.
- (b) Briefly describe any currently contracted, but incomplete projects, including project size (in kW DC), customer name and contact (if available), and estimated completion date.

7.5 Conceptual Design Provide a conceptual design that includes the items listed below. Final designs for the Systems are expected to be delivered after selection of the top-rated Respondent and the completion of the Engineering Study.

(a) System Components: Include an overview of the proposed photovoltaic systems, including brief descriptions of the main components (at a minimum, modules, inverters, batteries, racking and/or ballasted mounting system). Specification sheets for any proposed technologies are required. Components must be rated to withstand wind conditions common to Montague. This includes passing all applicable standards for wind loading.

(b) Design: Include Preliminary Drawings for the proposed solution that include (at a minimum):

- a. System size (in kW DC and kW AC)
- b. Annual kWh output
- c. List of proposed equipment
- d. Location of modules (including tilt)
- e. Location of inverters
- f. Location of batteries
- g. Any other site-specific information that will aid in overall evaluation.
- h. Square footage of system for each Premises
- i. Describe any concerns specific to the Premises relative to interconnection with Western Massachusetts Electric Co., d/b/a/ Eversource, and how they will be addressed.

7.6 System Performance Monitoring, Warranty, Service (O&M) and Decommissioning

(a) Monitoring Solution: Indicate if and how you provide system performance monitoring via a data acquisition system (DAS). Provide a detailed description of your DAS system and provide a detailed description of the end-user interface. The Town is also seeking an effective solution to inform and educate the public as to the benefits of solar energy in general and the specific performance and benefits of Systems installed. Include in your proposal a suggested solution, including but not limited to kiosks.

(b) Warranties: Describe any warranties associated with the installation, including full system coverage and/or warranties associated with individual components. In addition, please provide a summary table listing equipment type, manufacturer, model, and warranty details for solar equipment typically installed by the Respondent. Contractor will be responsible for filing any warranty claims on the installation.

(c) Roof Warranties: The Respondent will describe how it will prevent voiding the Town's roof warranties during installation and O&M activities.

(d) Damage to Roof: In the event that a roof is damaged by the Contractor or its assigns, or that a roof warranty is voided through the actions of the Contractor or its assigns, Contractor will be responsible for any resulting damages.

(e) Operations & Maintenance Services: The respondent will provide Operation & Maintenance (O&M) services for the full term of the Contract. Please describe the proposed O&M procedures for the system, detailing duties performed and if the Contract will be maintained by the respondent or a third-party provider. In the event of a System maintenance event, the Town will require an O&M response remotely within 24 hours of the event and if not resolved by remote O&M, will then require an in-person response within 48 hours of the event. Please briefly describe your experience providing such services for similar installations and name the key personnel in charge of handling O&M services. Respondent shall deliver to the Town an operation, maintenance and parts manual covering the system(s). In addition,

respondent will train Town representative(s) on system operations and monitoring, and emergency preparedness and response.

(f) Provide a list of systems that are currently under O&M contract with the respondent, including the locations, number of KWs, length of contract and project name and contact information. Specify by roof mount, ground mount or canopy.

7.7 Pricing Proposal and Project Approach

An efficient and timely completion of the design and construction is required to qualify for a favorable block in the SMART Program. Proposals shall include the following elements:

- (a) Price proposals, for each of the scenarios shown in Section 6.2. Please use the bid spreadsheet provided by the Town in Appendix E to show pricing and sources of benefit (e.g., lease revenue, electricity cost savings)
- (b) Approach to grid interconnection to ensure a timely completion of the construction and interconnection
- (c) Your needs from the Town in terms of timing for approvals and permits
- (d) The approach that will provide the highest financial benefit for the Town under the SMART program (e.g., what role should the Town play and what incentives should be expected for the project).

7.8 Preliminary Project Schedule

Following are key milestones for the Project. Respondents shall complete the following table for the Town Hall Project. The Project must be completed by December 31, 2024. Expected dates for their completion should be provided in the response to this solicitation in elapsed time from the signing of the Contract.

Milestone	Date
Final Contract Approval	
Delivery of Equipment	
Completion of Balance of System Design	
Mechanical Completion	
Substantial Completion	
Commercial Completion	
Final Completion	

7.9 Other Required Response Documents

- (a) Certification of financial interest disclosure and of non-collusion, signed and submitted on the form attached to this RFP as Appendix B2.
- (b) Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 62C, § 49A, signed and submitted on the form attached to this RFP as Appendix B3.

7.10 Comments Regarding Key Contract Terms

Respondents should provide a draft contract to the Town with comments identifying potential areas that would require further negotiations.

8. MINIMUM CRITERIA

This RFP requires a separate and confidential submission of a Price Proposal and separate submission of a Technical Proposal. Technical Proposals will be evaluated by the review committee members. Review committee members will be designated by the Town Administrator.

The proposal evaluation and selection process will be (1) proposal evaluations, (2) interviews if warranted, and (3) recommendations.

The committee will review each proposal to ascertain whether a Respondent has met the RFP's Minimum Criteria. The Minimum Criteria shall consist of providing responses to all the items requested in this RFP. A contractor may be deemed unacceptable if the following Minimum Criteria are not met:

1. Timely submission of proposal
2. Appendix B2: Certification of financial interest disclosure and of non-collusion
3. Appendix B3: Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support.
4. Certification that the respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods specified by the Town.
5. Evidence of appropriate insurance
6. At least two non-residential roof mount projects developed in Massachusetts over the last five (5) years.

9. NON-PRICE PROPOSAL COMPARATIVE CRITERIA

The evaluation of each proposal will be based upon the six (6) "Comparative Criteria" described in this section. Proposals which meet or exceed the Minimum Criteria will be evaluated and rated based on the following Comparative Criteria. The Town reserves the right to ask any Respondent to provide additional supporting documentation to verify a response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each Respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the Respondent's certification as to that fact shall be an adequate response provided, however, that on request the Respondent shall provide to the Town such evidence as the Town may request to support that fact.

Comparative Criteria are as follows:

9.1 Quality of Past Projects

Three (preferably local) references will be contacted for each respondent. Each response will be scored using the following criteria:

Highly Advantageous: All references were satisfied and more than one was enthusiastic

Advantageous: All references were satisfied

Not Advantageous: One or more of the references was dissatisfied

Unacceptable: All of the references were dissatisfied with the Respondent or contract, or no references were submitted with the proposal.

9.2 Personnel Qualifications and Availability

Specialized experience is required of the proposed project personnel to undertake the work assignments. Responses must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel (not just of the Respondent). If consultants will be employed, similar information must be provided and the portions to be consulted must be identified. (There is no penalty for use of consultants; the qualifications of the entire team will be evaluated.) Respondent's qualifications and ability will be scored using the following criteria:

Highly Advantageous: Significant project team experience installing PV on Massachusetts municipal property, project team experience installing PV, and a significant level of team professional training in PV system installation; 10+ years of experience, and a superior understanding of how changes to incentives and net metering offered in Massachusetts could impact the financial benefit to the Town. Significant experience installing roof mounted solar projects and some experience with groundmounted solar systems or solar parking canopies.

Advantageous: Significant project team experience installing PV on Massachusetts municipal property and a significant level of team professional training in PV system installation; 5+ years of experience, and an understanding of how incentives offered in Massachusetts could impact the financial benefit to the Town. Significant experience installing roof mounted solar projects and some experience with ground-mounted solar systems or solar parking canopies.

Not Advantageous: Some project team members with experience installing PV on municipal property and some professional training in PV system installations. Some experience installing roof mounted solar projects, solar parking canopies or ground-mounted solar systems.

Unacceptable: No evidence of previous experience installing PV systems on municipal property and no professional training in PV system installations. No experience with roof mounted solar projects, solar parking canopies nor ground-mounted solar systems.

9.3 Financing Capabilities

The ability to finance the construction of the PV system is critical to the Respondent's ability to complete the project. Respondents should provide in their responses a clear discussion of how they intend to finance the system and what financing partners will be involved in the project. Respondent's financing capabilities will be scored using the following criteria:

Highly Advantageous: Significant evidence of firm's ability to finance the PV system with extensive track record of providing financing for similar projects, and a demonstration that financing can be secured in a timely manner to meet critical project deadlines

Advantageous: Significant evidence of firm's ability to finance the PV system

Not Advantageous: Some evidence of firm's ability to finance the PV system

Unacceptable: No evidence of firm's ability to finance the PV system

9.4 Sample Contract and Required Terms

On-site renewable solar generation contract negotiations can present a significant risk to the timely completion of a solar project. The Respondent's sample contract will be evaluated and ranked using the criteria below.

Highly Advantageous: All required contract terms are included and there are no exceptions to the contract. The contract language provides added benefit to the Town.

Advantageous: Minor alterations required of key contract terms that do not create additional risks for the Town

Not Advantageous: All required contract terms are included with little, if any, modification.

Unacceptable: No evidence of, or unwillingness to accept, required contract terms.

9.5 Approach and Schedule

The response shall include an explanation of how the respondent will approach the various tasks, including scheduling, methods and sources. A preliminary system design should also be provided. The respondent's Approach and Schedule will be evaluated based on the following criteria:

Highly Advantageous: Exceptional approach to work and timeline that provides an exemplary understanding of the project, the customer's needs and the SMART program with measures to expedite the time frame or assurances to reinforce compliance with the time line.

Advantageous: Adequate approach to work and timeline that demonstrates a reasonable understanding of the project, the customers' needs and the SMART program.

Not Advantageous: Limited approach to work and timeline provided that does not demonstrate significant understanding of the project, the customer's needs, or the SMART program.

Unacceptable: Approach to work and timeline not provided

9.6 Operations, Maintenance and Monitoring Plan

Responses will be evaluated on the adequacy of their operations, maintenance and monitoring plan. Responses should include information detailing who will be performing the operations, maintenance, and monitoring plan, and their experience in conducting operations, maintenance, and monitoring for solar PV systems. The Respondent's Operations, Maintenance and Monitoring plan will be evaluated using the following criteria.

Highly Advantageous: Exceptional operations, maintenance and monitoring plan provided

Advantageous: Adequate operations, maintenance and monitoring plan provided

Not Advantageous: Limited operations, maintenance and monitoring plan provided

Unacceptable: No operations, maintenance and monitoring plan provided

10. PRICE PROPOSAL AND METHODOLOGY

After the foregoing Non-Price Proposal Comparative Criteria have been properly evaluated and scored by the committee, the Price Proposal shall be opened. Respondents should provide pricing proposals for the scenarios outlined in Section 6.2. Pricing proposals will be scored using the following criteria:

Highly Advantageous: Significant economic benefit with performance guarantees clearly demonstrated and operation and maintenance assurances are provided. Project can be accomplished within established construction budget of \$205,000.

Advantageous: Economic benefit is clearly demonstrated and assurances for long-run performance are provided

Not Advantageous: Pricing does not provide adequate economic benefit or respondent does not provide substantial assurances for long-run benefit.

Unacceptable: Proposed pricing is incomplete or does not provide economic benefit to the Town.

11. EVALUATION OF RESPONSES

The Awarding Authority has established a Program Evaluation Team consisting of Awarding Authority representatives to formally evaluate each Response. The evaluation process will include verification of references, confirmation of financial information and may include examination of other information as the Project Evaluation Team deems appropriate. The Project Evaluation Team may conduct interviews as required by G.L. c. 30B, Sec. 6, and such additional interviews as it may deem necessary to evaluate the respondents. The Awarding Authority reserves the right to request or obtain additional information about all Responses. The Town shall determine the most advantageous proposal taking into consideration the non-price proposal ratings and price proposals.

APPENDICES

Appendix A – Description of Premises

Appendix B - Response Forms

Appendix B1 – Respondent Information Form

Appendix B2 – Certificate of Non-Collusion

Appendix B3 – Attestation Regarding Filing of Tax Returns

Appendix B4 - Certification of Corporate Authority

Appendix B5 – Respondent’s Qualifications and Reference Form

Appendix B6 – IRS W-9 Form

Appendix C – Sample Memorandum of Understanding

Appendix D – Town of Montague Solar Project Installation Insurance Requirements

Appendix E – Bid Spreadsheet

Appendix F – Prevailing Wage (DLS)

Appendix A- Description of Premises

Montague Town Hall Annex Roof

One Avenue A

Turners Falls, MA

The Montague Town Hall Annex was constructed about 100 years ago. It is a single story block and timber frame construction. It includes commercial garage bays, an interior shop space recently vacated by the Department of Public Works and a community meeting room.

The Annex has a flat rubber membrane roof that was installed in December 2019.

The area of the roof (shown in red) is approximately 6,300 square feet.





Roof From First Floor of Town Hall looking toward the southeast.

CARLISLE

GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

Edge-to-Edge

SERIAL NO. 10191733

120

DATE OF ISSUE: December 20, 2019

BUILDING OWNER: TOWN OF MONTAGUE
NAME OF BUILDING: TOWN HALL ANNEX
BUILDING ADDRESS: 1 AVENUE A, MONTAGUE, MA
DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM: 12/16/2019
DATE OF ACCEPTANCE BY CARLISLE: 12/20/2019 (EB Warranty)

CMD1274780

Carlisle Roofing Systems, Inc. (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™ Total Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing applicator for a period of 20 years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 20.5 years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Edge Metal, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
- This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of ninety mph or higher measured at 10 meters above ground; or
 - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects; or
 - The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
 - Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
 - Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
 - The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
- This Warranty shall be null and void if any of the following shall occur:
 - If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle, or
 - Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
- Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
- During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
- Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
- Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
- Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark Long

AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services

This Warranty Expires: December 19, 2039

P.O. Box 7000 Carlisle, PA 17013 Phone: 800.233.0551 Fax: 717.245.7121 www.carlislestynrec.com

EMF0001 (2/18)

Electricity Usage Data

		general facility	HPS light 1	HPS light 2	HPS light 3	total kWh
Jul	2021	10960	127	753	594	12434
Aug	2021	10480	142	842	664	12128
Sep	2021	11080	158	936	737	12911
Oct	2021	7880	183	1086	856	10005
Nov	2021	5680	195	1156	911	7942
Dec	2021	5560	209	1238	975	7982
Jan	2022	6120	204	1212	955	8491
Feb	2022	6880	172	1022	805	8879
Mar	2022	6120	172	1019	803	8114
Apr	2022	5560	146	868	684	7258
May	2022	4800	132	785	618	6335
Jun	2022	7240	119	703	554	8616
Jul	2022	9240	127	753	594	10714
Aug	2022	12000	142	842	664	13648
Sep	2022	10520	158	936	737	12351
Oct	2022	6840	183	1086	856	8965
Nov	2022	5560	195	1156	911	7822
Dec	2022	6240	209	1237	975	8661
Jan	2023	6760				6760
Feb	2023	5920				5920
Mar	2023	5640	617	3658	2882	12797
Apr	2023	5600	112	666	524	6902
May	2023	5520	132	785	618	7055
Jun	2023	6280	118	703	554	7655

From Eversource Utility Bills Account # 5415 868 1015

EVERSOURCE

Account Number: 5415 868 1015
 Customer name key: TOWN
 Statement Date: 06/08/23
 Service Provided To:
 TOWN OF TOWN OF MONTAGUE

Svc Addr: 1 AVENUE A
 TURNERS FALLS MA 01376
 Serv Ref: 744631006 Bill Cycle: 06
 Service From: 05/08/23 - 06/08/23 31 Days
 Next read date on or about Jul 10, 2023

Meter Number	Current Read	Previous Read	Current Usage	Reading Type
890092432	46422	46265	157	Actual

Total Demand Use = 30.20 kW
 157 X Meter Constant of 40 = 6,280 Billed Usage

Monthly kWh Use						
Jun	Jul	Aug	Sep	Oct	Nov	Dec
7240	9240	12000	10520	6840	5560	6240
Jan	Feb	Mar	Apr	May	Jun	
6760	5920	5640	5900	5520	6280	

Svc Addr: 1 AVENUE A
 TURNERS FALLS MA 01376
 Rate S1 Serv Ref: 188531009 Bill Cycle: 06
 Service From: 05/08/23 - 06/08/23 31 Days
 60000 LUMEN HP SODIUM

Number of Devices	Unmetered Usage
0001	119 kWh

Monthly kWh Use						
Jun	Jul	Aug	Sep	Oct	Nov	Dec
119	127	142	158	183	195	209
Mar	Apr	May	Jun			
617	112	132	118			

Total Amount Due by 08/02/23 **\$2,373.75**

Electric Account Summary

Amount Due On 06/02/23	\$4,158.34
Last Payment Received On 05/30/23	-\$4,158.34
Balance Forward	\$0.00
Current Charges/Credits	
Electric Supply Services	\$1,269.15
Delivery Services	\$1,104.60
Total Current Charges	\$2,373.75
Total Amount Due	\$2,373.75

Total Charges for Electricity

Supplier

NEXTERA ENERGY		
Service Reference: 188531009		
Generation Svc Chrg	118.50kWh X \$0.16579	\$19.65
Service Reference: 614531008		
Generation Svc Chrg	702.90kWh X \$0.16579	\$116.53
Service Reference: 744631006		
Generation Svc Chrg	6280.00kWh X \$0.16579	\$1,041.16
Service Reference: 838531007		
Generation Svc Chrg	553.80kWh X \$0.16579	\$91.81
Subtotal Supplier Services		\$1,269.15

Delivery

(S1 STREETLIGHTING)		
Service Reference: 188531009		
Transmission Chrg	118.50kWh X \$0.01602	\$1.90
Distribution Services		\$15.60
Exogenous Cost Adjustment	118.50kWh X \$0.00070	\$0.08
Res Assist Adj Clause	118.50kWh X \$0.00962	\$1.14

WM_2360PRQD.TXT-4026-00000005

EVERSOURCE

Account Number: 5415 868 1015
 Customer name key: TOWN
 Statement Date: 06/08/23
 Service Provided To:
 TOWN OF TOWN OF MONTAGUE

Continued from previous page...

Svc Addr: 1 AVENUE A
 TURNERS FALLS MA 01376
 Rate S1 Serv Ref: 614531008 Bill Cycle: 06
 Service From: 05/08/23 - 06/08/23 31 Days
 27800 LUMEN HP SODIUM

Number of Devices	Unmetered Usage
0009	703 kWh

Monthly kWh Use						
Jun	Jul	Aug	Sep	Oct	Nov	Dec
703	753	842	936	1086	1156	1237
Mar	Apr	May	Jun			
3658	666	785	703			

Svc Addr: 1 AVENUE A
 TURNERS FALLS MA 01376
 Rate S1 Serv Ref: 838531007 Bill Cycle: 06
 Service From: 05/08/23 - 06/08/23 31 Days
 140000 LUMEN HP SODIUM

Number of Devices	Unmetered Usage
0002	554 kWh

Monthly kWh Use						
Jun	Jul	Aug	Sep	Oct	Nov	Dec
554	594	664	737	856	911	975
Mar	Apr	May	Jun			
2882	524	618	554			

Contact Information

Emergency: 877-659-5326
 www.eversource.com
 Pay by Phone: 888-783-6618
 Customer Service: 888-783-6610

Total Amount Due by 08/02/23 **\$2,373.75**

Continued from previous page...

Pension/PBOP Adj Mechn PPAM	118.50kWh X \$-0.00058	-\$0.07
Basic Svc Cost Adj	118.50kWh X \$0.00222	\$0.26
Net metering recovery surcharge	118.50kWh X \$0.00524	\$0.62
Transition Chrg	118.50kWh X \$-0.00411	-\$0.49
Renew Enrgy Investmt Chrg	118.50kWh X \$0.00050	\$0.06
Energy Efficiency	118.50kWh X \$0.01094	\$1.30
Storm recovery adjustment	118.50kWh X \$0.00218	\$0.26
Revenue Decoupling Adj	118.50kWh X \$0.00212	\$0.25
Lng-Trm Rnwbl Contr Adj	118.50kWh X \$-0.00306	-\$0.36
Vegetation Management	118.50kWh X \$0.00089	\$0.11
Solar Expansion Charge	118.50kWh X \$-0.00027	-\$0.03
Grid Modernization Charge	118.50kWh X \$0.00130	\$0.15
Tax Act Credit	118.50kWh X \$-0.00113	-\$0.13
Distributed Solar Charge	118.50kWh X \$0.00327	\$0.39
Advanced Meter Infrastructure	118.50kWh X \$0.00222	\$0.26

(S1 STREETLIGHTING)

Service Reference: 614531008		
Transmission Chrg	702.90kWh X \$0.01602	\$11.26
Distribution Services		\$132.00
Exogenous Cost Adjustment	702.90kWh X \$0.00070	\$0.49
Res Assist Adj Clause	702.90kWh X \$0.00962	\$6.76
Pension/PBOP Adj Mechn PPAM	702.90kWh X \$-0.00058	-\$0.41
Basic Svc Cost Adj	702.90kWh X \$0.00222	\$1.56
Net metering recovery surcharge	702.90kWh X \$0.00524	\$3.68
Solar Program Cost Adjustment	702.90kWh X \$-0.00003	-\$0.02
Transition Chrg	702.90kWh X \$-0.00411	-\$2.89
Renew Enrgy Investmt Chrg	702.90kWh X \$0.00050	\$0.35
Energy Efficiency	702.90kWh X \$0.01094	\$7.69
Atty Genl consultant exp adj	702.90kWh X \$0.00002	\$0.01
Storm recovery adjustment	702.90kWh X \$0.00218	\$1.53
Revenue Decoupling Adj	702.90kWh X \$0.00212	\$1.49
Lng-Trm Rnwbl Contr Adj	702.90kWh X \$-0.00306	-\$2.15
Vegetation Management	702.90kWh X \$0.00089	\$0.63
Solar Expansion Charge	702.90kWh X \$-0.00027	-\$0.19
Grid Modernization Charge	702.90kWh X \$0.00130	\$0.91
Tax Act Credit	702.90kWh X \$-0.00113	-\$0.79
Distributed Solar Charge	702.90kWh X \$0.00327	\$2.30
Advanced Meter Infrastructure	702.90kWh X \$0.00222	\$1.56

(RATE G1)

Service Reference: 744631006	
Customer Chrg	\$30.00

Appendix B – Response Forms

Appendix B1- Respondent Information Form Developer

Point of Contact: _____

Name of Company: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

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 as stated in the Awarding Authority's Request for Proposals. 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
_____.

Appendix B2 – 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)

Appendix B3 – Attestation Regarding Filing of Tax Returns

Pursuant to M.G.L. c.62C, §49A and requirements of the Town, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

**Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the Town receives a signed copy of this Certification

Appendix B4- Certificate of Corporate Authority

1. I hereby certify that I am the Clerk/Secretary of _____.
(Insert full name of Corporation)
2. Corporation, and that _____.
(insert the name of officer who signed the contract and bonds.)
3. Is the duly elected _____.
(insert the title of the officer in line 2)
4. of said corporation, and that on _____.
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____
(Signature of Clerk or Secretary)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(Insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation

Appendix B5- Respondent's Qualifications and Reference Form

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town of Montague for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? ___ YES ___ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A MBE? ___ YES ___ NO WBE? ___ YES ___ NO or MWBE? ___ YES ___ NO

5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? ___ YES ___ NO

IF YES, WHERE AND WHY?

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ___ YES ___ NO

IF YES, PROVIDE DETAILS

8. PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF THREE (3) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

Project Name:
Owner:
City/State:
Dollar Amount:
Date Completed:
Publicly Bid?:
Type of Work:
Contact Person (Name, Title, phone, email):

Project Name:
Owner:
City/State:
Dollar Amount:
Date Completed:
Publicly Bid?:
Type of Work:
Contact Person (Name, Title, phone, email):

Project Name:
Owner:
City/State:
Dollar Amount:
Date Completed:
Publicly Bid?:
Type of Work:
Contact Person (Name, Title, phone, email):

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of Montague in verification of the recitals comprising this statement of Bidder's qualifications and experience.

Date: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

Appendix B6- IRS W-9 Form

Appendix B6 – IRS W-9 Form

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>	
<p>Print or type See Specific Instructions on page 2.</p>	<p>Name (as shown on your income tax return)</p>		
	<p>Business name, if different from above</p>		
	<p>Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶</p>		
	<p>Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>	
	<p>City, state, and ZIP code</p>	<p>List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<p>Social security number</p>	<p>or</p>
<p>Employer identification number</p>	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Appendix C- Sample Memorandum of Understanding- Montague Town Hall Annex
(MTHA)

Town of Montague

And

[Selected Solar Developer]

Memorandum of Understanding

Solar Photovoltaics for onsite energy generation

Montague Town Hall Annex

This Memorandum of Understanding (“MOU”) is entered into between the Town of Montague (“the Town”), by its Selectboard located at One Avenue A Turners Falls, MA, with no personal liability and **[Selected Solar Developer]**, located at **[Full Street Address]** by its duly authorized **[Manager (“[Incorporated Name]”)]** regarding the installation (including all engineering, procurement and construction) of solar photovoltaic energy system(s) at the Montague Town Hall Annex (“MTHA”) site described in Appendix A of the Request for Proposals (the “Premises”).

WHEREAS, the Town issued a Request for Proposals (“RFP”) dated , _____ 2023 for solar energy development contract (“EPC Contract”), under the Massachusetts General Laws, Chapter 30B, §6 as set forth in the RFP attached hereto as Attachment A and incorporated herein;

WHEREAS, the Town sought to secure an Agreement for the development of Solar Energy Systems on the Premises identified in the RFP attached hereto as Attachment A and incorporated herein, with guaranteed on-site generation;

WHEREAS, **[Selected Solar Developer]** submitted a Response dated **[Response Date]** to the RFP and made formal written responses to questions from the Town about its offering and capabilities, all of which are attached to this MOU as Attachment B, and incorporated herein, and are binding upon **[Selected Solar Developer]** in its provision of services solicited through the RFP;

WHEREAS, the Town formed a Selection Committee to select the most highly advantageous provider per the evaluation criteria set forth in the RFP to enter into a Contract with the Town consistent with the RFP, pursuant to M.G.L. Chapter 30B, §6;

WHEREAS, such Selection Committee reviewed the Responses received and selected **[Selected Solar Developer]** as the top ranked Respondent, subject to **[Selected Solar Developer]**’s willingness to execute this MOU with the Town;

WHEREAS, **[Selected Solar Developer]** agrees to offer services as described in Attachment B, according to the provisions herein contained;

Now, THEREFORE, in consideration of the mutual promises and covenants herein contained the Town and **[Selected Solar Developer]** agree as follows:

1. **[Selected Solar Developer]** shall conduct a detailed engineering study (“Study”) to provide a detailed technical proposal (“Technical Proposal”) for the MTHA site. The Technical Proposal shall also include the following specifications consistent with Section 4.5 of the RFP:

- a. guaranteed annual electricity output (kWh/year);
- b. estimated actual annual electricity output;
- c. annual system degradation factors;
- d. the model or method used to calculate the annual energy values in (a) and (c) including the weather files used (e.g. TMY2);
- e. the purchase price of the system
- f. the expected simple value and 20-year net present value of the system
- g. a structural evaluation of the roof by a professional engineer

2. **[Selected Solar Developer]** and the Town may proceed to enter into negotiations to provide the Town with services described in Attachment B;

3. **[Selected Solar Developer]** will execute an EPC Contract with the Town, in form and substance satisfactory to [Selected Solar Developer] and the Town, that describes the process and terms whereby the Town purchase the installed (including all engineering, procurement and construction) MTHA PV system from **[Selected Solar Developer]**;

4. Solar Contract offered by **[Selected Solar Developer]** shall be consistent with the services described in Attachment A (the Awarding Authority’s original RFP).

Appendix D- Town of Montague Solar Project Installation Insurance Requirements

The Contractor shall maintain the following types and amounts of insurance:

Workers Compensation and Liability Insurance

1 Workers' Compensation and Employers Liability Insurance:

Workers Compensation:

Statutory Benefit Amounts as required by State of Employment/Work

Employers Liability:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease – policy limit

\$1,000,000 Bodily Injury by Disease – each employee

2 Commercial General Liability Insurance:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Liability

\$2,000,000 General Aggregate - Per Project

\$2,000,000 Aggregate - Products and Completed Operations

\$1,000,000 Personal & Advertising Injury Liability

a) Insurance shall include Premises-Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage and Contractual Liability. There shall be no exclusion for so called XCU hazards.

b) The Products and Completed Operations insurance shall be maintained for a minimum period of six (6) years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the six (6) year period.

c) Coverage shall be maintained on General Liability ISO form CG00 01 or equivalent.

d) Additional Insured Endorsement forms CG 20 10 and CG 20 37 or their equivalent are to be used.

e) The General Liability insurance shall include all work including demolition work and shall not have any special exclusions for demolition activities.

3 Commercial Automobile Liability Insurance:

\$1,000,000 Bodily Injury and Property Damage Each Accident

Coverage shall apply to all owned, non-owned, hired vehicles and mobile equipment licensed for highway use.

3 Umbrella Liability Insurance:

\$5,000,000 per Occurrence

\$5,000,000 General Aggregate

\$5,000,000 Products and Completed Operations Aggregate

a) Coverage shall be excess to the Contractor's underlying General Liability, Auto Liability, and Employers Liability insurance.

b) The scope of umbrella liability coverage shall be no less than such underlying policies.

Installation/Builders Risk Insurance

The Contractor shall maintain Property Insurance on the Work at the Site for its full insurable replacement value. Such insurance shall include the Interests of the Town, the Contractor, and Subcontractors of the Project.

The scope of coverage shall insure against the perils of fire, extended coverages and so-called "all risks" plus extensions for Flood and Earthquake perils. The Installation/Builders Risk insurance shall also cover portions of the Work stored off the site or in transit.

Contractors Pollution Liability Insurance

The Contractor shall maintain Contractors Pollution Liability coverage for pollution conditions arising out of contractor's work or otherwise caused by contractor subject to a limit of at least \$1,000,000 per occurrence or claim and \$2,000,00 annual aggregate.

If arranged on a claims made basis, any retroactive date shall be no later than the effective date of this contract.

Professional Liability Insurance

If Contractor's work requires design and/or design-assist services, it shall maintain Professional Liability (Errors and Omissions) insurance for such professional services subject to a limit of at least \$1,000,000 per claim and \$3,00,000 in the aggregate per year.

If arranged on a claims made basis, any retroactive date shall be no later than the effective date of this contract.

The insurance shall be maintained for a minimum period of three (3) years (six (6) years for design defect claims) after final payment and Contractor shall continue to provide evidence of such coverage to the Town on an annual basis during the required period.

Contractors Property Insurance

The Contractor shall retain all risk of loss or damage to its property that used on or about the project work without any recourse to the Town and shall be responsible for arranging its own property insurance as it deems appropriate. Such property insurance shall include a waiver of subrogation provisions in favor of the Town of Montague.

General Insurance Requirements

1. The Contractor shall purchase insurance policies issued by companies lawfully authorized under the laws of the Commonwealth of MA to write the types of insurance required. The insurers shall have a financial strength rating of A- VIII or better as assigned by AM Bests or equivalent rating assigned by a similar rating agency acceptable to the Town of Montague.
2. Certificates of Insurance acceptable to the Town shall be filed with the Town prior to commencement of the Work and thereafter upon renewal or replacement of required policies of insurance. These Certificates shall set forth evidence of all required coverages and extensions.
3. The required certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice to the Town.
4. The General Liability, Auto Liability and Umbrella Liability Insurance maintained by the Contractor shall include the Town of Montague and its public officials and employees as additional insureds.
5. If the contractor maintains broader coverage and/or higher limits than referenced hereunder, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.
6. The Contractor hereby agrees to waive rights of recovery against the Town of Montague and its public officials and employees for any loss or damage for which insurance is required hereunder. Further, the Contractor agrees to obtain any policy endorsement that may be necessary to affect a waiver of subrogation in favor of the Town.
7. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town of Montague and its public officials and employees for all work performed by the Contractor, its employees, agents, and subcontractors.
8. All deductibles and retentions must be declared to and approved by the Town and shall be borne by the Contractor.
9. All insurance shall be arranged on a primary basis as to any separate insurance maintained by the Town.
10. The Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein. Contractor shall maintain a Certificate of Insurance on file for each and provide a copy to the Town immediately upon request.
11. Contractor shall require that any ongoing maintenance subcontractor enter into a separate Access Agreement with the Town.

Appendix E – Bid Spreadsheet

See .pdf attachment

Appendix F – Prevailing Wage (DLS)