

NAME OF COMPANY: _____

**CITY OF PITTSFIELD
MASSACHUSETTS
PURCHASING DEPARTMENT**

RFP#10-037

Request for Proposals for: Development of Solar Power Plant

Submission Deadline: June 23, 2010 @ 2:00 PM

James M. Ruberto, Mayor

Colleen Hunter-Mullett, Purchasing Agent

City of Pittsfield Purchasing Department, 70 Allen Street, Pittsfield, MA 01201
(413) 499-9470 Telephone (413) 499-9463 Fax

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I. General Information and Proposal Submission Requirements

This Request for Proposals is issued in accordance with the provisions of M.G.L. Chapter 30B

1. Proposal Submission

- A. All proposals must be received in the City of Pittsfield Purchasing Department, 70 Allen Street, Pittsfield, MA 01201 on or before 2:00 P.M. June 23, 2010. The clock in the Purchasing Office shall be the sole determining factor of time.
- B. If, at the time of the scheduled proposal submission deadline, City Hall is closed due to uncontrolled events such as fire, snow, ice, or building evacuation, the proposal deadline will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.
- C. Each Proposer must submit One (1) original and Five (5) copies of their proposal.
- D. Each proposal must be clearly marked on the outside of the envelope "Sealed Proposal Enclosed, RFP #10-037 Development of Solar Power Plant".
- E. One (1) price proposal shall be submitted in a separate sealed envelope, clearly marked, "Sealed Price Proposal Enclosed, RFP #10-037 Development of Solar Power Plant".
- F. The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the Proposer can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

2. Required Submittals

Please use this checklist to ensure you have included all required submittals with your proposal.

All proposals shall include:

- _____ A completed proposal-pricing sheet – **submitted in a separate sealed envelope.**
- _____ A completed and signed proposal signature and addenda acknowledgement page.
- _____ A completed and signed non-collusion affidavit.
- _____ A completed and signed affidavit of compliance.
- _____ A completed and signed attestation of taxes.
- _____ A completed reference sheet.

3. Questions Concerning Request for Proposals

Questions concerning this RFP should be directed to the City of Pittsfield Purchasing Agent, in writing, no later than 4:00 PM on June 16, 2010. No questions will be considered, or interpretations issued, unless such request is received in the Purchasing Department prior to the date and time specified above.

4. Addenda

If any changes are made to this RFP, an addendum will be sent via certified mail, facsimile, or e-mail to all Proposers on record as having picked up the RFP. All addenda must be acknowledged on the request for proposal forms. Failure to do so may result in automatic rejection of proposal.

5. Modifications by Proposer

A Proposer may correct, modify, or withdraw a proposal by written notice received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFP.

6. Mandatory Pre-Proposal Conference & Site Visit

There will be a mandatory pre-proposal conference and site visit for this project at 10:00 AM on June 2, 2010 at the site, located at 55 Downing Parkway. Only prospective Proposers attending the mandatory Pre-Proposal Conference will be permitted to submit proposals.

7. Cancellation of Request for Proposals

The City of Pittsfield may cancel this RFP if the City of Pittsfield determines that cancellation or rejection serves the best interests of the City.

8. Proposal Deposit Requirements

- A. A certified check, treasurer's check, or cashier's check in the amount of \$5,000, made payable to the City of Pittsfield, must be included with the request for proposal.
- B. All proposal deposits, except those of the three highest ranked proposals shall be returned within five business days after the award recommendation to the Mayor. The award of the license agreement shall be made within thirty (30) days after receipt of Mayoral approval and the proposal deposits of the three highest ranked, responsive and responsible Proposers shall be returned upon execution and delivery of the license agreement. If no award is made, then at the expiration of said thirty (30) days, all proposal deposits shall be returned, except that, if any Proposer fails to perform his agreement to execute a license agreement, his proposal deposit shall become the property of the City of Pittsfield as liquidated damages, provided further that, in case of death, disability, or other unforeseen circumstances affecting the Proposer, his/her deposit may be returned and an award made to the next highest ranked, responsive and responsible Proposer.

9. Proposal Pricing

All proposal prices submitted in response to the RFP must remain firm for one hundred twenty (120) days following the proposal opening.

10. Signatures for Proposal

Proposals must be signed as follows:

- A. If the Proposer is an individual, by her/him personally:

- B. If the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner;
- C. If the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Proposal Description

The City of Pittsfield is soliciting proposals, under M.G.L. 30B, from qualified solar energy developers to design, install, own, operate and maintain a solar photovoltaic energy system (the "System") at the Pittsfield Municipal Landfill, located at 55 Downing Parkway (the "Landfill"), under an agreement providing for a 20-year lease/license agreement, with an option for two (2) five-year renewals, for use of the Premises. Proposers may, but are not required to, submit a proposal to furnish the City of Pittsfield with solar-generated electricity produced by the System pursuant to a Power Purchase Agreement.

For the most recent two (2) years, accurate energy consumption data is provided in Attachment "A".

The selected Proposer will own the System and will be responsible for the design, engineering, developing materials required for permitting, installation, testing, operation, maintenance, repair and decommissioning of the System, including, without limitation, procurement of the solar photovoltaic equipment and related services.

BACKGROUND

The City of Pittsfield is a Massachusetts municipal corporation and body politic with an address at City Hall, 70 Allen Street, Pittsfield, MA 01201. The City Council and the Mayor for the City of Pittsfield voted to declare the property located at 55 Downing Parkway available for disposition at its April 13, 2010 meeting.

COMMONWEALTH SOLAR

The Massachusetts Clean Energy Center administers Commonwealth Solar, which provides rebates to public buildings on a first-come, first-served basis for design and construction of solar photovoltaic energy projects. Grant levels vary based on the characteristics of each project. Participation in Commonwealth Solar imposes additional obligations in connection with the construction of the System, including in the case of participation in Commonwealth Solar Stimulus, obligations imposed under the American Reinvestment and Recovery Act (ARRA). Each Proposer must account for and agree to comply with these obligations in its proposal if the proposal anticipates receipt of Commonwealth Solar funding.

PROJECT SITE AND EXISTING SITE CONDITIONS – A plan of the Premises is included with this RFP package. The Selected Proponent shall maintain the area subject to the License Agreement and protect site conditions and structures necessary to maintain the integrity of the landfill cap and closure conditions in compliance with all DEP requirements, including the following:

- (a) landfill cap;
- (b) gas extraction system, including venting structures and migration barriers; and
- (c) monitoring wells

SITE CONDITIONS

- (d) Documents relating to the closure of the Landfill including the Corrective Action Design, Closure Certification and Comprehensive Site Assessment and other compliance filings, are provided on CD with this RFP package.
- (e) Special Permit. The System will require a special permit from the Zoning Board of Appeals of the City of Pittsfield.
- (f) Before submitting a proposal, each Proposer shall be responsible for obtaining such additional studies and data concerning conditions (surface, subsurface and underground facilities) at the Premises or otherwise, which may affect the Proposer's ability to comply with obligations under the Solar License Agreement provision or which the Proposer otherwise reasonably deems necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFP.

SCOPE OF WORK

1. Key Project Elements

- (a) The Solar License Agreement. The selected Proposer and the City will enter into a Solar License Agreement substantially in the form of the Solar License Agreement located on page 28 of this RFP, pursuant to which the selected Proposer will obtain from the City the right to install, operate and maintain the System on the Premises. The selected Proposer will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals.
- (b) Purchase Options for the City. The selected Proposer shall include terms, if any, upon which it is willing to sell the System to the City, at the City's election, at the end of the term or any renewal thereto. In addition, the selected Proposer may, but is not required to, offer terms for sale of the System before the end of the term, or any renewal thereto.
- (c) Removal of System. At the end of the Term, including any renewals, the selected Proposer will retain ownership of the System and be required to remove the System, unless the City exercises any right of purchase that the parties have negotiated. The Solar License Agreement includes a requirement of the posting of a financial assurance mechanism to ensure the System is removed.
- (d) Disclosure of Beneficial Interest. At the time and as a condition of entering into the Solar License Agreement, the selected Proposer shall submit a completed disclosure of beneficial interest in real property transaction as required under M.G.L. c. 7, § 40J.
- (e) The Power Purchase Agreement. The PPA is a standard performance-based contract involving the generation and purchase of guaranteed quantities of electricity at a specified price, in the form of the Power Purchase Agreement, located on Page 55 of this RFP.
 - (i) In addition, if the Proposer proposes a Purchase Power Agreement to the City, the Proposer's proposal must include, in the Price Proposal:
 - (1) price per kWh, including escalation factor;
 - (2) guaranteed annual electricity price; and
 - (3) maximum electricity price; and
 - (4) annual system degradation factor.

- (ii) In addition, the Proposal must include a plan for the disposition of any power in excess of what will be purchased by the City (e.g., net metering, offsets, or sale into the wholesale power grid for the selected Proposer's own account).
- (f) Whether or not the Proposer includes a PPA, it is expected that the selected Proposer will pursue tax credits and public or third party incentives, rebates and other benefits that are available and/or may become available in the future. The Proposer shall include a plan which identifies such incentives that the Proposer and/or the City may be eligible to receive, whether currently available or reasonably foreseeable in the near future, and which the Proposer intends to be used to fund the Project or which may provide an additional economic benefit of the Project, including but not limited to:
 - (i) any environmental or other attributes (such as RECs, SRECs, greenhouse gas offsets, or forward capacity market payments) that are generated in connection with the operation of the System;
 - (ii) any tax credits or incentives generated in connection with the construction or operation of the System; and
 - (iii) any grants or rebates obtained in connection with the installation of the System (such as from Commonwealth Solar).

For each of the identified incentives, the Proposer's plan shall indicate whether the Proposer will retain the benefit or incentive for itself or assign it to the City. The Proposer shall provide assistance to the City, as necessary, to apply for any incentive identified in the plan, whether such incentive will be assigned to the City or to the Proposer. If the City applies for a rebate from Commonwealth Solar, the selected Proposer shall comply with any requirements that are associated with that program. The plan shall also describe how it will allocate any financial impacts on its Price Proposal caused by changes in law.

2. Role of the City

- (a) the City will make applications for and use its best efforts to secure all necessary permits issued by any board or department of the City and a post closure use permit from the Department of Environmental Protection (DEP), provided that the selected Proposer supplies all necessary plans, specifications, narratives and other material necessary for such permit applications and complies with other reasonable requests of the City to support securing such permits. Other than permits issued by the City or by the DEP, the selected Proposer shall be responsible for obtaining any other permits, licenses or approvals that may be required. The City does not make any representations, warranties or guarantees as to its ability to secure any such permits.
- (b) to the extent reasonable and appropriate, provide information to the selected Proposer to assist and support the selected Proposer in securing any remaining permits for the Project; and
- (c) the City will cooperate with the selected Proposer to the extent reasonable and appropriate on remaining issues with respect to access, construction and interconnection.

3. Submission of Proposals

- (a) **Form of Proposal:** Proposals must be submitted with the forms included in this RFP (yellow pages). No change shall be made in the phraseology of the forms or in the item or items mentioned. The proposal must contain the name and proper address of the Proposer, be signed by a responsible member of the Proposer with his/her signature and official title, and include certification of site visitation. "Proposer Information Form". Except as otherwise provided in this RFP, proposals that

are incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected at the sole discretion of the City.

(b). Non-Price Proposal – shall consist of the following documents:

- (i) Documentation evidencing that the Proposer is responsible, demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work required by a particular contract, based upon a determination of competent workmanship and financial soundness. It is the responsibility of each Proposer to provide information, evidence or exhibits that clearly demonstrate the Proposer's ability to satisfactorily respond to project requirements and the evaluation criteria included in this RFP. (If the Proposer is certified by the Massachusetts Division of Capital Asset Management (DCAM) as an Energy Management contractor, it may, but is not required to, supply a current DCAM update statement to demonstrate relevant experience and other information needed to satisfy evaluation criteria).
- (ii) Letter of transmittal; signed by an individual authorized to bind the Proposer contractually, certifying that the Proposer will, if accepted for a contract award execute a contract within five (5) business days of the notice of award.
- (iii) Certification that the Proposer, if awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.
- (iv) Technical Proposal; the Proposer shall
 1. identify the manufacturers and types of panels and inverters to be used, including the manufacturers' warranties on such components;
 2. identify the rated capacity of the System and the estimated electricity (kWh) that the System will generate in its first year of operation;
 3. describe the mounting system to be used, including provisions to protect integrity of landfill cap and compliance with other DEP requirements;
 4. provide a preliminary conceptual design showing general placement of photovoltaic panels and inverters. Upon award of the contract, the selected Proposer shall submit to the City more detailed plans;
 5. provide a public education plan on the benefits of solar power.
- (v) Any other documents required, but not included in the Price Proposal.

(c) Price Proposal shall include:

- (i) The rent to be paid for use of the Premises, including an initial rent and a term rent, as defined in the Solar License Agreement, signed by an individual authorized to bind the Proposer contractually, and submitted on the enclosed Price Proposal Form (page 17).
- (ii) In addition, if the Proposer offers to furnish power from the System to the City, the Price Proposal may include price and related terms for electricity, which includes the furnishing of all materials, services, labor, performance bonds, insurance, and other costs incurred in the performance of the PPA.

- (iii) The plan of incentives and economic benefits, as set forth in Section 1(f).
 - (iv) A proposed schedule of costs related to any option offered to the City to purchase the System, either at the end of the term or at any year prior to the end of the term.
 - (v) The Proposer may submit one or more than one Price Proposal, each such proposal to offer different, alternative combinations of rent to be paid to the City and electricity prices and other related economic benefits to be offered on account of electricity purchases by the City.
- (d) Any Proposer may withdraw or modify its proposal by written request at any time prior to the advertised time of the public opening.
- (e) Any deviation from the specifications must be noted in writing and attached as a part of the proposal. The Proposer shall indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.
- (f) Any Proposer taking exception to, or questioning any of the contract requirements, provisions, procedures, conditions, specifications or pricing components herein stated shall make such exceptions known to the Purchasing Agent, in writing, by May 12, 2010. Questions received after this date will not be addressed.
- (g) Any change or interpretation made as a result thereof will be mailed or emailed to all prospective Proposers. Should a Proposer still not be satisfied, the Proposer may, in the proposal, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the proposal price because of the exception, if any, shall be stated. The City may, at its discretion, accept or reject any or all exceptions.
- (h) Submission of a proposal shall be conclusive evidence that the Proposer has examined the Premises and the contract documents and is familiar with all the conditions of this procurement. Upon finding any omissions or discrepancy in the RFP or other proposal documents, the Proposer shall notify the City immediately so that any necessary addenda may be issued. Failure of the Proposer to completely investigate the Premises and/or to be thoroughly familiar with the contract documents and all addenda shall in no way relieve the Proposer from any obligation with respect to the proposal or any agreement entered into with the City.
4. **Proposed Rent and Prices.** Proposers shall state the price proposal in the manner as designated in the "Price Proposal Form" in this RFP (page 17). In the event there is a discrepancy between the proposed rent or price written in words and the written figures, the prices written in words shall govern.

5. Taxes

- (a) Massachusetts Sales Tax. The City is exempt from the payment of Massachusetts Sales Tax. Price Proposals for PPAs shall exclude such taxes and will be so construed.
- (b) Federal Excise Taxes. The City is exempt from the payment of any excise or federal transportation taxes. Price Proposals for PPAs shall exclude such taxes and will be so construed.
- (c) Real and Personal Property Taxes. All real and personal property taxes, assessments and other governmental charges levied upon the Premises, on account of the Selected Proposer's use thereof, shall be the responsibility of the Selected Proposer.

6. **Award and Contract.** The City will utilize an evaluation system to decide on a preferred Proposer.

- (a) A responsible Proposer is a Proposer that demonstrably possesses the skill, ability, financial resources, and integrity necessary to faithfully meet the contract requirements called for in this RFP and its proposal.
 - (b) As part of the evaluation process, the evaluation committee may conduct investigations as the City considers necessary to assist in the evaluation of any proposal. The City may conduct interviews with Proposers to better understand any part of the proposals, if it determines it is in the City's best interest to do so.
 - (c) Each responsive proposal from a responsible Proposer will be evaluated solely according to the criteria set forth in this RFP and ranked on capability. Each Non-Price Proposal will be assigned a rating of *highly advantageous*, *advantageous*, or *not advantageous* with respect to each criterion, and the reasons for each rating will be set forth in writing or by checklist. A composite rating for each Non-Price Proposal will be set forth in writing, along with the reasons for the rating.
 - (d) After a composite rating has been assigned for each proposal on the basis of the evaluation criteria in this section, the evaluation committee shall review the Price Proposals. In evaluating the Price Proposal, the evaluation committee will evaluate and determine the overall most advantageous economic benefits, taking into account both proposed rent and in the event a Proposer offers a PPA option, the estimated long term savings in electricity costs from a PPA option.
 - (e) The evaluation committee will then determine the most advantageous proposal from a responsible Proposer, taking into consideration the Non-Price Proposal ratings and Price Proposal.
 - (f) The City may waive minor informalities or allow the Proposer to correct them. The City may permit a Proposer to withdraw an offer if a mistake is evident on the face of the document but the intended correct offer is not similarly evident.
 - (g) After ranking the proposals and determining the most advantageous proposal, the evaluation committee will submit the ranking results and its recommendation to the Mayor for approval. Subject to such approval to commence negotiations, the City will send written notice to all Proposers of its intent to negotiate with the top-ranked Proposer and will commence such negotiations relative to scope, services, rent and, if applicable, power purchase price and other financial considerations. If an agreement cannot be reached with the top-ranked Proposer, those negotiations will be ended and negotiations will be undertaken with the second-ranked Proposer, and so on down the list until an agreement is reached. The City will negotiate an agreement with the selected Proposer at overall compensation, including rent and other economic benefits that the City determines is fair, competitive, and reasonable. Subject to City Council approval, the City will award a contract, as negotiated, with the selected Proposer. The City will set forth a written explanation of the reasons for the final award of contract.
 - (h) Each proposal submitted in response to this RFP is subject to all of the contract terms and any contract awarded will incorporate all of these contract terms, subject to negotiations with respect to scope and conditions.
7. Any firm providing services to or doing business with the City shall be an Equal Opportunity Employer. No selected Proposer shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religion, national origin, sexual orientation, or physical or mental handicap. In the event of noncompliance, the City may declare the selected Proposer in breach and take any necessary legal recourse including termination or cancellation of any contract awarded pursuant to this RFP.

8. Each and every provision and clause required by law to be inserted in any subsequent contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
9. The Selected Proposer will comply with all federal, state and municipal laws, ordinances, rules and/or regulations including Labor Laws and those against discrimination.
10. In addition the conditions set forth above, the Selected Proposer must comply with any requirements associated with participation by the City in the Commonwealth Solar program as applicable.

III. Minimum Quality Requirements

1. Timely submission of proposal
2. Correctly adhere to the terms and conditions of this RFP
3. Include with submission a letter of transmittal signed by the individual authorized to negotiate for and to submit a proposal, and any related votes of the corporation or Board of Directors as necessary as proof of authorization.
4. Fully executed forms as provided in this RFP.
5. A copy of the applicable licenses and/or approvals required by Federal, State, and/or local authorities for the Scope of Work proposed. This requirement does not include site specific permits that will need to be obtained after award of the contract.
6. A statement that the Proposer is not debarred, suspended or otherwise prohibited from practice by any Federal, State, or local agency.

IV. Evaluation Criteria

1. **Project Understanding – The Proposer must demonstrate a comprehension of the role and function of this contract in meeting the needs of the City. In addition to the understanding of the scope and approach, the Proposer must demonstrate the following, which will be considered in the selection:**
 - **knowledge of current issues and state-of-the-art solar technologies;**
 - **experience demonstrated on similar projects;**
 - **working knowledge of the geographic area as evidenced by prior work experience in the region;**
 - **capability to effectively direct multiple simultaneous work assignments;**
 - **ability to provide the necessary skills and expertise from in-house resources.**

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

2. **Approach and Schedule – Proposal shall include an explanation of how the Proposer will approach the various tasks, including preliminary concept design, scheduling, methods, sources. The schedule shall show the duration of the performance of key tasks and achievement of key milestones in the development of the System, including permitting, interconnection, acquisition of financing, ordering of materials and equipment, installation and acceptance testing of the System.**

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

3. **Proposer's Plan to Make the Optimum Use of the Site – The Proposer shall show at a conceptual design level how the System will be located on a plan of the Premises, describe how site constraints will be addressed, and describe how to maximize power production while minimizing costs to optimize the performance of the System.**

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

4. **Financing Plan – The Financing Plan shall describe the approach to obtaining financing, sources accessible to the Proponent for financing and other evidence that it will be able to secure financing for the project. The Financing Plan may provide evidence of interest in the form of appropriate correspondence of commitment letter from potential sources of financing for the project, along with financial statements or other appropriate evidence of the Proposer's capability to provide financing or capital investment.**

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

5. **Proposer's Qualifications and Experience – Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the scope of work. All elements within this factor are of equal importance. Capacity and capability of the Proposer to perform the work on schedule and be responsive to the City's concerns should be clear. The City may evaluate the Proposer's ability to form successful working relationships and communications with the City. Experience shall include demonstration of the following:**

- **Specific qualifications with the design, permitting, construction and operation of renewable energy systems;**
- **Experience with solar energy development and system operation;**
- **Experience with comparable scale projects;**
- **Experience with financing comparable projects.**

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

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

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

Qualifications shall include sufficient information to ensure the City's ability to understand the structure of proposed project team and key individuals to be responsible for specific aspects of the project from design through operation.

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

7. **Performance Record of Proposer** - A list of references of at least three (3) recent contracting officers on projects of a similar nature, magnitude and complexity; references must include telephone number and affiliation, as well as a brief explanation of referenced work. The Proposer shall indicate the individuals on staff who had responsibility for each project and whether or not these people are still employed by the Proposer.

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

8. **Thoroughness of Proposal**

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

9. Other Relevant Issues

Highly Advantageous

Proposer has submitted the most extensive and clear proposal.

Advantageous

Proposer has submitted a complete proposal.

Not Advantageous

Proposer has submitted an incomplete proposal.

References

Proposers must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

VI. Rule for Award

1. The contract shall be awarded to the responsible and responsive offerer submitting the most advantageous proposal, taking into consideration all evaluation criteria as well as price.
2. The contract will be awarded within one hundred twenty days (120) days after the Proposal opening, with the City entering into negotiations with the selected firm within thirty (30) days. The time for award may be extended for up to 30 additional days by mutual agreement between the City and the apparent lowest responsive and responsible Proposer (or, for a contract requiring payment to the City, the apparent highest responsive and responsible Proposer).

VII. Insurance Requirements

1. **Selected Proposer's Public Liability and Property Damage Insurance.**
Selected Proposer's liability insurance shall be purchased and maintained by the Selected Proposer to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Selected Proposer's operation under this agreement, whether such operations be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence and 2,000,000 aggregate for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Selected Proposer's obligations. Coverage must include the following: Premises/ Operations, Elevators and Hoists, Independent Contractors, Contractual Liability Assumed Under this Contract, Products/completed operations, Broad Form Property Coverage, and Personal Injury.

2. **Workmen's Compensation Insurance.**

Workmen's Compensation Insurance must be provided at the Selected Proposer's expense in accordance with the provisions of M.G.L. Chapter 149, § 34A. The Selected Proposer shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, § 25C, as amended, to all persons to be employed under the Contract, and the Selected Proposer shall continue such insurance in full force and effect during the term of this Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City's Purchasing Agent when requested and by submitting two copies of a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Any cancellation of such insurance whether by the insurer or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Purchasing Agent at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.

3. **Vehicle Liability Insurance.**

The Selected Proposer shall take out and maintain at its own expense during the life of this Contract vehicle liability insurance. The insurance shall name the City of Pittsfield as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Selected Proposer's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles

4. **All Risk Property Coverage and Boiler and Machinery Coverage, or All Risk Builder's Risk Insurance**

The Selected Proposer shall take out and maintain at its own expense during construction, against damage to the System during the Term in an amount not less than the full replacement cost of the System, with commercially reasonable sub-limits and deductibles. Such insurance shall provide for a waiver of the underwriters' right to subrogation against the Licensor.

5. **Excess Umbrella Liability Insurance**

The Selected Proposer shall take out and maintain at its own expense during the life of this Contract in an amount not less than five million dollars (\$5,000,000).

6. **Certificates of Insurance.**

The Selected Proposer shall deposit with the City Certificates of Insurance for the coverage required by this Article XI, in form and substance satisfactory to the City, and shall deliver to the City new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the City prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Selected Proposer with the insurance requirement, however, shall not relieve the Selected Proposer from liability under the indemnity provisions.

7. Indemnification

The Selected Proposer agrees to indemnify, save harmless and defend Licensor and its officers, employees, and agents from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees, that may be imposed upon or incurred by or asserted against any indemnified party by reason of any of the following occurrences during the Term: (a) any breach by Selected Proposer of its obligations, covenants, representations or warranties contained in any agreement with the City; (b) any work or thing done in, on or about the Premises or any part thereof by Selected Proposer, its agents, contractors, subcontractors, servants, employees, or invitees; (c) any negligence on the part of the Selected Proposer or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees in, on or about the Premises or in connection with the System; (d) any accident, injury, or damage to any person or property occurring in, on or about the Premises, or any part thereof, except to the extent caused by the negligence or intentional misconduct of City or any of its officers, employees or agents; and (e) any failure on the part of the Selected Proposer, or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees in, on or about the Premises to fully comply with the Applicable Legal Requirements.

In case any action or proceeding is brought against any indemnified party by reason of any such claim, the City may elect that the Selected Proposer defend such action or proceeding with counsel approved by the City. Upon written notice from the City of such election, the Selected Proposer shall defend such action or proceeding at the Selected Proposer's expense to the reasonable satisfaction of the City.

VIII. Equal Opportunity Compliance

The Selected Proposer shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State, and local ordinances, statutes, rules, and regulations prohibiting discrimination in employment, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973, and M.G.L. c. 151B, Massachusetts Executive Order 74, as amended by Executive Orders 116, 143, and 227, and any other executive orders, rules, regulations, and requirements relating thereto enacted by the Commonwealth of Massachusetts as they may from time to time be amended. The Selected Proposer shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

IX. Specimen Contract

A specimen Solar License Agreement and Power Purchase Agreement are included in this proposal package; this contract is included as a fair representation of the contract under which the Successful Proposal will work. Please notice that these Agreements incorporate by reference all the terms, specifications, and conditions of the RFP and Proposal.

PRICE PROPOSAL

Rent Payable Under Solar License Agreement:

INITIAL RENT

(State as annualized amount for first Contract Year. This amount will be pro-rated for each day from the Effective Date to the Commercial Operation Date and payable on the Commercial Operation Date).

\$ _____ / year.

Amount in words:

_____ dollars/ year.

TERM RENT

(State as annualized amount for first Contract Year. This amount shall be pro-rated and payable each month following the Commercial Operation Date).

\$ _____ / year.

Amount in words:

_____ dollars/ year.

Price and Related Items Proposed For Optional Purchase Power Agreement:

GUARANTEED ANNUAL ELECTRIC OUTPUT

_____ kWh/year

ANNUAL SYSTEM DEGRADATION FACTOR

_____% per year

ELECTRICITY PRICE

\$_____ per kWh during the first Contract Year of the Term

ELECTRIC PRICE INCREASE FACTOR

_____% per year

MAXIMUM ELECTRICITY PRICE

_____% of LDC Retail Rate

DECOMMISSIONING ASSURANCE AMOUNT

\$ _____

In addition, the Price Proposal Shall Include the Proposer's Plan for Disposition of Incentives, Economic Benefits, and Environmental Attributes (Plan may be submitted as an attachment hereto)

PRICE PROPOSAL (CONTINUED)

In addition, the Price Proposal Shall Include the Proposer's Plan for Disposition of Incentives, Economic Benefits, and Environmental Attributes (Plan may be submitted as an attachment hereto)

Signature: _____

Proposer information:

Name:

Role with the Organization:

Address:

Organization Address:

PRICE PROPOSAL (CONTINUED)

EARLY TERMINATION PRICE SCHEDULE

<u>Contract Year</u>	<u>Early Termination Price</u>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
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PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she has visited the site and that there are no known obstacles to prevent the execution of an agreement with the City of Pittsfield. The undersigned acknowledges that the City of Pittsfield may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the best interest of the public.

This proposal includes addenda numbered: _____

Signature for Individual

Name of Company

Telephone Number

Name and Title of Individual Authorized to Sign

Fax Number

Signature

e-mail Address

Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number of Company Offices

Fax Number of Company Offices

Use additional sheet if necessary

PROPOSAL SIGNATURE AND ADDENDA ACKNOWLEDGEMENT PAGE CONTINUED

Signatures for Corporation

Name of Corporation

Date

Name and Title of Duly Authorized Company
Officer

Signature

Corporate Seal (affix below)

Telephone Number

Fax Number

e-mail Address

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of M.G.L. Chapter 156D § 15.03?

If you are selected for this work, you are required, under M.G.L. Chapter 30 §391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the City of Pittsfield before award.

NON-COLLUSION AFFIDAVIT

The undersigned certifies under penalties of perjury that this request for proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Company

Date

AFFIDAVIT OF COMPLIANCE

_____ Massachusetts Corporation

_____ Foreign Corporation

_____ Non-Profit Corporation

_____ Partnership

_____ Sole Proprietorship *

Name of Corporation _____

Address _____

As President, or authorized company officer, of the above named corporation, I do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by M.G.L. Chapter 156B §109 and by Chapter 181 §4

Signed under the penalties of perjury this _____ day of _____, _____

Signature and Title of Authorized Company Officer

Corporate Seal (affix below):

*If a sole proprietorship, you must indicate your status as a sole proprietorship; the person signing this request for proposal shall be deemed to be the sole proprietor and legal entity for the purposes of this request for proposal and contract.

ATTESTATION OF TAXES

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature and Title of Authorized Company Officer

Date

Corporate Seal (affix below):

LEGAL NOTICE PUBLISHED FOR THIS RFP

**CITY OF PITTSFIELD
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS**

The City of Pittsfield, Massachusetts, acting through its Mayor and its Purchasing Agent, will receive sealed proposals for the disposition of real property:

RFP #10-037 Development of Solar Power Plant

Proposal procedures will be in accordance with the latest edition of M.G.L. Chapter 30B. Said proposals will be addressed to the Purchasing Agent, Room 102, City Hall, 70 Allen Street, Pittsfield, MA 01201. These proposals will be received until 2:00 P.M. June 23, 2010. Any proposals received after the specified time will not be accepted. All proposals will be submitted in a sealed envelope clearly marked "**SEALED PROPOSAL ENCLOSED RFP#10-037 Development of Solar Power Plant**". Price proposals must be submitted in a separate sealed envelope clearly marked "**SEALED PRICE PROPOSAL ENCLOSED RFP#10-037 Development of Solar Power Plant**". All general Proposers may obtain complete sets of plans and specifications at the Purchasing Office after 12:00 Noon May 19, 2010.

There is a mandatory pre-proposal and site visit scheduled for 10:00 AM on June 2, 2010 on site, located at 55 Downing Parkway.

The City of Pittsfield Purchasing Agent reserves the right to accept or reject any or all proposals or to waive any informality in the proposing. Also reserved is the right to reject, for cause, any proposal in part or whole, if it is judged by the Purchasing Agent that the best interests of the City will be served thereby. Wages are subject to the prevailing wage requirements of M.G.L. Chapter 149, §26-27F, inclusive. Attention is called to the "Equal Opportunity Clause" and the standard Federal Equal Employment Opportunity Construction contract specifications. All Proposers will receive consideration without regard to race, color, creed, age, sex, religion, or national origin.

Colleen Hunter-Mullett, MCPPO
Purchasing Agent

NOTICE TO THE NEWSPAPER:

INSERT ABOVE AD UNDER THE HEADING:
-LEGAL NOTICE-

FOR DATE: **May 19, 2010 & May 26, 2010**
INVOICE AGAINST PO#:
BERKSHIRE EAGLE ACCOUNT NUMBER: **110682**