

**TOWN OF MASHPEE
REQUEST FOR PROPOSALS**

Solar Photovoltaic Project at Mashpee Landfill



Joyce M. Mason
Town Manager

REQUEST FOR PROPOSALS
Solar Photovoltaic Project
Mashpee Landfill

The Town of Mashpee, acting through its Board of Selectmen, the Awarding Authority, is seeking sealed proposals for the turnkey procurement and the installation of a solar photovoltaic system on the approximately 6 acre capped landfill located at 380 Asher's Path, in accordance with proposal documents prepared by the Town of Mashpee.

Proposal documents may be obtained beginning on Wednesday, May 11, 2011 electronically from the Town's website at www.masheema.gov or by mail from the office of the Town Manager, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, at (508) 539-1401 or bos@masheema.gov. A \$75 non-refundable deposit is required to obtain a paper copy of the documents. Cash will not be accepted.

Inquiries relative to this Request for Proposals should be directed to Tom Mayo at tmayo@masheema.gov. A pre-proposal meeting is scheduled for 10:00 am on Wednesday, May 18, 2011 in Meeting Room #2 at the Mashpee Town Hall. A site visit to the project location shall immediately follow the meeting.

Proposal procedures shall be in accordance with the latest edition of Massachusetts General Laws, Chapter 25A as applicable.

If applicable, addenda issued during the proposal period will be forwarded to all contractors who have obtained Proposal Documents. Receipt of addenda shall be acknowledged in the designated space on the Proposal Form

One original and three copies of complete proposals must be submitted in sealed envelopes clearly marked "REQUEST FOR PROPOSALS – SOLAR PHOTOVOLTAIC PROJECT." Proposals will be received at the Office of the Town Manager in the Mashpee Town Hall at 16 Great Neck Road North, Mashpee, MA 02649 until Wednesday, June 1, 2011 at 2:00 p.m., at which time they will be opened publicly. Proposals received after the specified time will not be considered and faxed proposals will not be accepted. Delivery of proposals will be at the expense of the Contractor. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the contractor. The Town of Mashpee reserves the right to reject any proposals if deemed to be in the best interest of the Town.

Each proposal shall be accompanied by a proposal security in the form of a certified, treasurer's or cashier's check, proposal bond or cash in the amount of 5 percent of the value of the Proposal.

All proposals received will be taken under consideration for award of contract at a later date. Contractors agree that their proposals shall be good and may not be withdrawn for a period of sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the proposals.

Review of proposals by the Town shall take into account each Contractor's qualifications and references as well as the proposal submitted. The Town may require submission of additional information as it deems necessary or appropriate to evaluate the proposals.

No award shall be made to any Contractor who cannot satisfy the Town that it has sufficient ability and experience to enable it to successfully complete the project as described. The Town's decision or judgment on these matters shall be final, conclusive, and binding.

No protests regarding the validity or appropriateness of this invitation for proposals or of the project specifications shall be considered unless said protest is made in writing and submitted to the Town Manager prior to the date for the submission of proposals. Should a protest be rejected or disallowed, an appeal may be made provided said appeal is filed in writing with the Board of Selectmen within two (2) business days of the decision.

The Town reserves the right to accept or reject any or all proposals received, to waive any informalities if it is in the best interest of the Town to do so, and to make an award as the interests of the Town require.

The Town of Mashpee encourages women and minority-owned businesses to submit proposals.

Joyce Mason
Town Manager

Central Register
May 11, 2011

Mashpee Enterprise
May 6, 2011

REQUEST FOR PROPOSALS
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Mashpee Landfill

1. PROJECT SPECIFICATIONS

The Town of Mashpee is seeking qualified contractors for the turnkey procurement and the installation of a solar photovoltaic system on the approximately 6 acre capped landfill at 380 Asher's Path. The minimum PV nameplate capacity and annual production of the system to be installed is 1.3 MW.

The Town shall enter into a Power Purchase Agreement, Utility Credit Purchase Agreement or similar such arrangement (herein called the "AGREEMENT") and lease for a term to be determined by the Contractor. During the duration of the AGREEMENT, the Contractor shall install, operate, and maintain the System. The Town shall purchase all the electricity generated by the System at a rate to be determined (fixed for length of AGREEMENT, maximum of \$0.12 (twelve cents) per kilowatt hour). At the conclusion of the AGREEMENT, the Contractor shall transfer title of the System to the Town in a manner deemed to be most financially beneficial for the Town.

The Town seeks the proposal which provides the best overall value to the Town. The best value will be determined through a combination of the terms for the AGREEMENT (System size, electricity rate, AGREEMENT length, System purchase price) as well as the Contractor's qualifications, experience, and financial capabilities, as determined by the Town.

2. PROPOSAL SUBMISSION

Firms wishing to be considered must submit one (1) original and three (3) copies of their Proposals, including the attached Proposal Form, to Joyce Mason, Town Manager, 16 Great Neck Road North, Mashpee, Massachusetts, 02649. All submittals are due before 2:00 p.m. on June 1, 2011, to be eligible for consideration. Each proposal should be submitted in a sealed envelope, clearly marked "Request for Proposals - Solar Photovoltaic Project."

3. PRE-PROPOSAL MEETING

An optional pre-proposal meeting will be held on Wednesday, May 18, 2011 at 2:00 p.m. in Room 2 at Mashpee Town Hall located at 16 Great Neck Road North, Mashpee, MA 02649.

4. SCOPE OF WORK

The winning Contractor shall design, permit, procure, and install all materials and equipment necessary to provide the minimum solar photovoltaic system on the landfill as specified above. Work shall include, but not be limited to:

- a. Meet with all applicable Town departments, personnel or other stakeholders to provide for a coordinated installation;
- b. Formulate an installation plan based on the parameters of the site for approval by the Town;
- c. Obtain all necessary local and state permits, including a Post Closure Use Permit from MassDEP;
- d. Perform all site and utility improvements required for installation of the System, including any improvements required to mitigate glare from the system on the adjacent residential properties;
- e. Guarantee the integrity of the landfill capping system during construction of the System and for the duration of the AGREEMENT;
- f. Obtain all approvals and agreements required for interconnection and net-metering of the System from NSTAR;
- g. If seeking grants and/or tax incentives through the Commonwealth of Massachusetts or other source, complete all paperwork necessary for application to these organizations;
- h. Complete installation of the System within 6 (six) months of receipt of all permits, unless extended by the Town;
- i. Sell to the Town all electricity generated by the System for the duration of the AGREEMENT;
- j. Provide an operations manual and training for the System;
- k. Contract for, obtain, and market any Renewable Energy Credits or any future Regional Greenhouse Gas Initiatives or other applicable Renewable Portfolio Standard related attributes, the rights and Ownership to which shall be retained by the Contractor for the duration of the AGREEMENT, after which the rights and Ownership shall be transferred to the Town;
- l. Pay all applicable property taxes assessed on the System for the duration of the AGREEMENT;

- m. Operate and maintain all aspects of the Systems for the duration of the AGREEMENT, including maintenance of the landfill as required by the Post Closure Use Permit;
- n. Provide access to the landfill to the Town or their consultants for monitoring and maintenance as required by the Closure Permit;
- o. Warranty the System to be free from defect in workmanship or materials, including any integration points (i.e. electrical connections, power conditioning) for the duration of the agreement;
- p. Provide publicly available online real time output data information for all System;
- q. Monitor all System outputs and functions and rectify any System deficiencies in accordance with industry standards in a timely manner;
- r. Transfer title to the System to the Town at the conclusion of the AGREEMENT, along with any and all other claims on or rights to the System

5. TOWN RESPONSIBILITIES

The Town shall:

- a. Provide a lease to the Contractor for \$1.00 per year for duration of the AGREEMENT of the approximately 6 acre landfill site as shown in Attachment 1;
- b. Cooperate with the Contractor in the preparation of the grant or any other documents related to the AGREEMENT, systems, or related matters;
- c. Assign all incentive payments to the Contractor including payment from sale of the Renewable Energy Credits for the duration of the AGREEMENT;
- d. Purchase all the electricity generated by the System at the proposed rate for the duration of the AGREEMENT;
- e. Pay the Contractor only for the actual kilowatt hours of electricity generated and delivered as shown by a revenue grade meter;
- f. Waive any fees such as building department and electrical permit fees or excise assessments on the Systems;
- g. Allow access to the sites by state or other agencies for inspection purposes as applicable;
- h. Purchase the System on expiration of the AGREEMENT

6. MINIMUM CONTRACTOR QUALIFICATIONS

Each proposal must include a detailed discussion of the qualifications of the contractor and its specific project team that will be performing the services outlined in the Scope of Services. The proposal shall include the following information on project team experience, corporate history, qualifications, and capabilities:

- a. Company Background Material – Provide information concerning the history of the contractor and the experience and qualifications of its staff;
- b. Project Team - Identify and describe the project team, including any subcontractors known at this time (provide resumes for all individuals to be assigned to the project);
- c. Relevant Experience - Provide a minimum of five (5) examples of similar projects that have been completed within the past five (5) years, preferably in the Commonwealth of Massachusetts, with a detailed description of the sites as well as the services performed;
- d. References - Provide a minimum of five (5) client references, including the name of the contact person, agency or municipality, address, and telephone number;
- e. Financial Resources – Demonstrate financial ability to perform scope of work and obtain such resources as required during performance (include financial statement, bank reference, and financing plan for procurement and installation of the systems including initial capital outlay, borrowing, grants and/or tax incentives, and purchase by Town of electricity generated);
- f. Insurance – Provide proof of insurance to the limits as required on the following page. Proof of insurance coverage must be compliant with the requirements of the Town of Mashpee and all proposed funding entities.

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Insurance Requirements

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated

<u>General Liability</u>	\$ 1,000,000/ \$ 3,000,000
Bodily Injury Liability	\$ 1,000,000/ \$ 3,000,000
Property Damage Liability (or combined single limit)	\$ 1,000,000/ \$ 3,000,000

<u>Automobile Liability</u>	\$ 1,000,000/ \$ 3,000,000
Bodily Injury Liability	\$ 1,000,000/ \$ 3,000,000
Property Damage Liability (or combined single limit)	\$ 1,000,000/ \$ 3,000,000

Workers Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$ 1,000,000/ \$ 3,000,000
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Town.

LIST OF ATTACHMENTS
Solar Photovoltaic Project
Mashpee Landfill

Attachment 1	Locus Plan with Proposed Lease Area
Attachment 2	Mashpee Landfill Closure Plans, Sheets 1-6
Attachment 3	Landfill Monitoring Report, December 2010
Attachment 4	Topographic Plan of Proposed Lease Area
Attachment 5	Town Electrical Loads by Location
Attachment 6	Electric Utility Contact Information
Attachment 7	MassDEP Landfill Post-Closure Use Permitting Guidelines, June 2009
Attachment 8	Prevailing Wage Rates

PROPOSAL FORM
Solar Photovoltaic Project
Mashpee Landfill

Please print or type.

Name of Contractor _____

Street Address _____

City or Town _____

State and Zip Code _____

Telephone _____ Fax _____

The undersigned Contractor, in compliance with your invitation for proposal, having examined the specifications and related documents, hereby proposes to design, install, and maintain the solar photovoltaic system in compliance with the proposal documents, for the AGREEMENT term stated below. This term covers all expenses incurred in performing the work required under a contract, of which this proposal is a part, as well as all overhead and profit.

The Contractor acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

The Contractor shall complete Sections A – D on this form. The Contractor may include in a separate submission with this form any exceptions to the proposal as well as any proposed options to assist the Town with financing of the System purchase at the conclusion of the AGREEMENT.

- A. System Size _____ (1.3 MW minimum)
- B. Price for Electricity _____ /kWh (Fixed for length of AGREEMENT;
Generated \$0.12 maximum per kWh)
- C. Length of _____ (10 year maximum with option of 2
AGREEMENT 5-year extensions)
- D. System Purchase _____ (Minimum capital outlay by Town
Price at conclusion preferred)
of AGREEMENT

Signature

Date

Name of Business

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CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting proposal

Name of business

TAX COMPLIANCE CERTIFICATION

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

Authorized signature

Date

Name of person signing above (typed)

Name of business

Business address

City/State/Zip Code

Telephone Number

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GUARANTEE OF COMPLETION

The undersigned certifies if awarded a contract, will guarantee completion of installation within six (6) months from receipt of all permits.

Signature of person signing proposal

Date

Name of business

CERTIFICATE OF LABOR
AND ABILITY TO WORK IN CONCERT WITH OTHERS

The undersigned certifies under the penalties of perjury that all furnished labor can work in concert with other elements of labor employed or to be employed at the installation site. Furthermore, the undersigned certifies that he/she will comply fully with all laws and regulations applicable to awards made subject to Chapter 149 Section 44A.

Signature of person signing proposal

Date

Name of business