

**REQUEST FOR PROPOSALS
BOXBOROUGH/LITTLETON
SOLAR INITIATIVE**

The Town of Boxborough (hereinafter the "Town"), acting through its Chief Procurement Officer and its Energy Committee (hereinafter the "Energy Committee"), is soliciting proposals on behalf of the towns of Boxborough and Littleton from qualified firms to provide residents and businesses within the communities with tiered discount pricing, available for a limited time, to install photovoltaic solar panels. The Town of Boxborough is the lead community in administering this procurement.

Modeled after the Solarize Massachusetts Program, in which Boxborough and Littleton are not eligible to participate since the towns are serviced by a municipal light plant, the Boxborough/Littleton Solar Initiative was created to enable the residents and businesses of the towns to take advantage of discounts afforded by such a program.

RFP packets may be obtained from the Boxborough Public Safety Dispatch Department, Boxborough Police Station, 520 Massachusetts Ave. Boxborough from 8:00 am – 4:00 pm, Monday through Friday, or online at <http://www.boxborough-ma.gov/>, commencing Thursday, April 23, 2015. Offerors downloading information from the town's website are solely responsible for obtaining any addenda prior to the proposal opening. The RFP packet will list notification requirements.

Proposals shall be returned no later than **12:00 p.m., Noon, May 14, 2015** (at which time they will be publicly logged in) to the Chief Procurement Officer, Boxborough Town Hall, 29 Middle Road, Boxborough, MA 01719 as follows: Non-price proposals shall be contained in a sealed envelope marked with the name and address of the offeror, and the words, "SOLAR INITIATIVE NON-PRICE PROPOSAL." The Pricing Proposal shall be contained in a separate, sealed envelope marked with the name and address of the offeror, and the words, "SOLAR INITIATIVE PRICING PROPOSAL." Both envelopes must, in turn, be sealed in a third envelope for delivery, marked with the name and address of the offeror, and the words, "SOLAR INITIATIVE PROPOSAL." Proposals not properly marked and delivered shall be subject to rejection. Proposals shall not be accepted by fax or e-mail.

The Town reserves the right to cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town. The Town also reserves the right to waive any informalities. The Town will not accept late proposals due to any type of mail or courier delay.

Per Order
Selina Shaw, MCPPO
Town Administrator



Town of Boxborough
29 Middle Road, Boxborough, MA 01719
Request for Proposals
Tiered Discount Solar Installation Program
for Residents & Businesses
of the Towns of Boxborough and Littleton

1.0 General

The Town of Boxborough (hereinafter the "Town"), acting through its Chief Procurement Officer and its Energy Committee, is soliciting proposals on behalf of the towns of Boxborough and Littleton (hereinafter the "Towns") from qualified firms to provide residents and businesses within the communities with tiered discount pricing, available for a limited time, to install photovoltaic solar panels. The Town of Boxborough is the lead community in administering this procurement.

The project, called the Boxborough/Littleton Solar Initiative (hereinafter the "Solar Initiative" or the "Program"), is similar in function and scope to the Solarize Mass Program offered by the Massachusetts Clean Energy Center and Department of Energy Resources (DOER). The Towns are served by a municipal light plant, Littleton Electric Light Department (LELD), which does not contribute to the RET (Renewable Energy Trust), and therefore, is not eligible to participate in the Solarize Mass Program. The Solar Initiative is intended to be similar to the Solarize Mass Program, but is not sponsored by the Massachusetts Clean Energy Center.

This RFP describes the scope of services requested, and sets forth all requirements and selection criteria for the successful firm (hereinafter, the "Installer"). Offerors will be required to, among other things, complete, and submit to the Town as part of their proposals, the form of Pricing Proposal included in this RFP (Attachment B). Using that form, offerors are required to propose the schedule of tiered price discounts that shall be made available to residents and businesses, and the time period during which the discounts shall be available. See below and Attachment A (Proposal Requirements) for a discussion of the proposal requirements that must be satisfied by each offeror responding to this RFP.

All offerors to the RFP must ensure that their submittals are received by the Town no later than the date and time specified herein. Submittals not so received will be disqualified. The Attachments to this RFP (Attachment A, Proposal Requirements; Attachment B, Pricing Proposal; and Attachment C, Memorandum of Understanding) are incorporated by reference in this RFP.

The Installer shall be required to enter into a Memorandum of Understanding with each of the Towns in substantially the form included in this RFP (Attachment C) to reflect the requirements set forth in this RFP. Installer shall contract directly with each resident or business (each a "Customer") for the actual installation of solar PV facilities on Customers' properties.

Proposals must be submitted as follows:

Non-price proposals shall be contained in a sealed envelope marked with the name and address of the offeror, and the words, "SOLAR INITIATIVE NON-PRICE PROPOSAL." The Pricing Proposal shall be contained in a separate, sealed envelope marked with the name and address of the offeror, and the words, "SOLAR INITIATIVE PRICING PROPOSAL." Both envelopes must, in turn, be sealed in a third envelope for delivery, marked with

the name and address of the offeror, and the words, "SOLAR INITIATIVE PROPOSAL." Proposals not properly marked and delivered shall be subject to rejection.

Proposals will be accepted in the office of the Town Administrator, Town of Boxborough, 29 Middle Road, Boxborough, MA 01719 no later than 12:00 p.m., Noon, May 14, 2015.

UNEXPECTED CLOSURES: If, at the time that responses are due, Town Hall is closed because of uncontrolled events such as fire, weather-related, or building evacuation, the due date will be extended until noon on the next normal business day. Responses will be accepted until that date and time.

ADDENDA: If it becomes necessary to revise any part of these specifications, or otherwise provide additional information, addenda will be emailed or faxed to all offerors on record as having received the RFP. Nevertheless, each offeror is solely responsible to verify, before submitting its proposal, that it has received all addenda issued by the Town.

DOWNLOADING OF DOCUMENTS: The RFP will be available on the Town of Boxborough's website. Offerors downloading information from the Town's website are solely responsible for obtaining any addenda prior to the due date for responses. Offerors may contact David Lindberg, Boxborough Inspector of Buildings by e-mail (dlindberg@boxborough-ma.gov) (preferred), by phone to 978-264-1725, or by fax to 978-264-3127, to inquire of and ensure receipt of the addenda issued by the Town. Offeror shall provide the Inspector of Buildings with the name of his/her company, street address, city, state, zip, phone fax and e-mail address. Addenda will be emailed or faxed to offerors.

QUESTIONS: There will be no pre-Proposal conference. All questions regarding the RFP must be received by the Inspector of Buildings by email (dlindberg@boxborough-ma.gov) or fax (978-264-3127) no later than 5 PM on May 7, 2015. Verbal responses by Town staff or others are not valid or binding.

If the Town deems it necessary to respond to written questions submitted as set for the above, responses will be provided in the form of an Addendum to all Offerors of record and will be distributed by email or fax.

MODIFICATIONS: After the due date for responses, an offeror shall not change any provision of its proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the Offeror will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the price offered, the mistake will be corrected to reflect the intended correct price, and the Offeror will be notified in writing; the Offeror shall not withdraw the response. An offeror may withdraw response if a mistake is clearly evident on the face of the price offered, but the intended correct price is not similarly evident.

All prices submitted in response to this RFP must remain firm for ninety (90) days from the proposal submittal deadline.

RIGHT TO CANCEL OR REJECT: The Town of Boxborough reserves the right to cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town, and otherwise to the fullest extent permitted by law.

2.0 Program Description

The Solar Initiative is similar in function and scope to the SOLAR Massachusetts Program offered by the Commonwealth of Massachusetts, Clean Energy Center and DOER. Each offeror shall propose a tiered price discount program. The prices shall be provided on a per kilowatt basis, as indicated in the Pricing Proposal (Attachment B), which shall remain fixed and available for 90 days after the deadline for receipt of proposals, and if an offeror is selected within such 90-day period by the Town, throughout the entire Program Period, as such period is defined in the anticipated schedule set forth in section 4, below. The Program Period is that period of

time when the Installer will enter into contracts with residents and businesses in the Towns, which will be counted towards achieving pricing tier discounts.

The Towns are served by LELD, a municipal light plant. LELD does not provide Net Metering service to Customers who lease, as opposed to own, electricity generation facilities on their property. LELD is currently re-designing its Net Metering Rate structure with a goal to accommodate an additional 461 kW of residential and 655 kW of commercial net metering installations. The updated Net Metering Rate structure is expected to be in place by May 1, 2015. The current rate can be found at www.lelwd.com/fileupload/documents/netmeteringrate1.pdf.

Boxborough and Littleton volunteers (hereinafter “Volunteers”) will assist in marketing and publicizing the Solar Initiative program during the Program Period. The Installer shall enter into contracts with customers for the installation of solar photovoltaic systems during the same period. While the Installer shall not have an exclusive right to sell solar installation services in Boxborough and Littleton during this or any other period, all marketing and publicity efforts by the Volunteers to the community will focus on this program and the selected Installer.

3.0 Scope of Services

The Installer shall have primary responsibility for managing leads, performing site assessments, providing general customer service, contracting, installation and all other functions typically associated with the sales and installation process. The Installer shall also play an integral role in sponsoring, planning, financing and implementing public outreach and educational events in coordination with Boxborough’s Energy Committee, Littleton’s Sustainability Committee, Volunteers and the Towns. Installers shall provide site assessments to potential customers at no cost.

Publicity and Marketing

Installer shall provide, with its proposal, a plan as to how it will market the SOLAR Initiative to customers in the Towns.

Immediately after selection of the successful Offeror, the Installer shall meet with the Energy and Sustainability Committees (“Committees”) to plan a joint marketing strategy.

The Installer shall work cooperatively with the Committees and volunteers to implement the marketing strategy throughout the Program Period.

The Installer, through its representatives, shall attend, as requested, meetings of the Committees during the Program Period, and public forums sponsored by the Committees to describe and publicize the Solar Initiative Program and solar energy in general. The Committees will organize and host a “Meet the Installer” public forum to formally kick off the Program Period and begin customer sign ups.

The Installer shall provide the Committees with relevant metrics, such as number of leads generated, number of feasible sites identified, number of contracts signed and total capacity contracted or to be contracted during the Program Period.

The Installer shall respond promptly to inquiries from the Committees, customers or potential customers, and town officials.

The Installer may use the words “Boxborough/Littleton Solar Initiative” and/or symbols and logos to be adopted by the Committees in connection with the Program in Installer’s marketing materials, but only those materials that have been approved and, if and as deemed necessary by the Towns, edited in advance by the Towns or their designees.

The Installer shall provide Customers with the pricing available at the appropriate tiered level. If a Customer signs a contract with the Installer at a time when one discount tier applies, and later the volume of kW to be installed in the Towns triggers another tier, the Customer who has already signed a contract shall get the benefit of the deeper discount.

Site Assessments

Upon an expression of interest from a potential Customer, the Installer shall, at no cost to Customer, conduct a site assessment to determine the feasibility of a solar installation on the potential Customer's site.

The Installer shall evaluate a site's suitability for solar PV, including shading, onsite load and any electrical, structural or mechanical issues that may increase the cost of the solar PV project relative to the proposed purchase price.

The Installer shall provide residents whose locations are not suitable for solar installations with information on alternative energy cost savings measures (e.g. energy efficiency or other renewable energy alternatives).

Contracting and Installation

Prior to contracting, the Installer shall provide each prospective Customer a detailed return on investment (ROI) analysis showing the various costs and returns that can be reasonably expected over the life of the PV system of interest to the Customer. The ROI analysis should include pricing at the tier level currently achieved, the additional costs of identified adders, charge for early roof replacement, financing charges, price of SREC's, price of electricity provided by LELD with reasonable provision for increases over time, percent of solar power expected to be used by Customer, LELD net metering rates, policies and incentives and state and federal incentives.

The Installer shall sign written contracts with each resident or business to be provided solar installation services as part of the Program. The Offeror shall provide a form of contract with the Proposal.

Upon contracting, the Installer shall be responsible for providing each Customer with a turnkey service which includes securing all local permits and completing the project within one year of project application approval. In addition, the Installer shall be expected to provide information regarding net metering, the sale of SREC's and any other federal or state incentives available for the Customer.

The Installer's contracts with Customers shall allow Customers to opt-out of any or all electronic communications with the Installer, and shall describe how the Installer shall use and shall keep private any private or confidential information it may receive from Customers, including but not limited to email addresses.

Town Undertakings

Representatives from the Committees and community Volunteers will assist in coordinating, marketing and publicizing the Solar Initiative program. The Towns shall not provide any funds or financial commitment.

4.0 Schedule

The selected Offeror shall meet with the Committees to coordinate a joint marketing strategy within five calendar days of signing Memoranda of Understanding with the Towns. The Program Period shall begin concurrently with the Installer public forum.

The following is the anticipated schedule of important events:

Deadline for receipt of written questions:	May 7, 2015
Deadline for receipt of proposals:	May 14, 2015
Anticipated deadline for selection of Installer:	June 15, 2015
Anticipated signing of Memoranda of Understanding	June 17, 2015
Joint marketing strategy with Boxborough Energy and Littleton Sustainability Committees	June 22, 2015
Customer Sign-up Period begins/ Meet Installer Public Forum:	June 25, 2015
Customer signup period ends:	October 30, 2015
Complete installation of turn-key solar PV facilities:	One year from date of Installer contract

The schedule is subject to change by addenda or, after the deadline for receipt of proposals, by agreement with the Offerors or Installer.

5.0 Anticipated Term of Agreement

The Towns anticipate that the term of the Memoranda of Understanding shall commence upon execution of the Memoranda with the Towns and shall continue until final completion of the last solar PV system to be installed by the Installer in connection with the Solar Initiative.

6.0 Minimum Town Selection Criteria

The Towns are intent on engaging an Installer with significant experience in the assessment and installation of residential and commercial solar PV facilities.

- 6.1 The successful Installer shall demonstrate, in its proposal, that it meets all the following minimum criteria failing which a proposal shall not be further evaluated.
 - 6.1.1 Demonstrate experience and proficiency in solar PV installations. The Installer must have installed a minimum of ten (10) solar PV systems in Massachusetts and bear the designation of “Expedited Installer” under the Commonwealth Solar II Rebate Program.
 - 6.1.2 Be, at minimum, a professional contractor licensed to conduct business in Massachusetts.
 - 6.1.3 Include on the project team at least one electrician holding a valid and current Massachusetts Master Electrician license to perform any electrical work on the solar PV Installations.
 - 6.1.4 Submit a proposal that meets the proposal requirements outlined in Section 3.0 Scope of Services and Attachment A.
- 6.2 The Installer agrees to defend, indemnify and hold harmless the Town, its officers, employees, and agents, including the Energy Committee and Volunteers, from and against any and all claims or causes of action for injury, loss, damage, liability, costs or expenses, including attorneys’ fees, arising out of the acts or omissions of and work performed by the Installer, its agents or employees, or from equipment used by or products sold by the Installer in connection with the SOLAR Initiative. The Installer shall further agree to add the Town, its officers, employees and agents, including the Energy Committee and Volunteers, to its comprehensive general liability and products liability insurance policy as Additional

Insureds at the expense of the Installer. The Installer’s comprehensive and products liability policy shall be primary and non-contributory.

Further, the Installer shall provide a certificate of insurance prior to the commencement of work for the Town’s residents, naming the Town, its agents, employees and volunteers as Additional Insureds with limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000.) annual aggregate. Further details are included in the form of the Memorandum of Understanding (Attachment C).

- 6.3 The Offeror shall provide a form of contract with the Proposal. Each contract shall put the Customer on notice that the Customer is entering into a contractual relationship with the Installer alone, and not the Towns of Boxborough and Littleton, and that the Customer shall have legal recourse only against the Installer and not against the Town. Each contract signed by Installer and Customer shall satisfy requirements set forth in the Memorandum of Understanding including the requirement that the contract contain a provision that states as follows: “Installer and Customer hereby agree to release the Town, its officials, employees, boards, committees, and volunteers from any and all claims, damages, liabilities, and losses of any kind arising out of this contract between the Installer and Customer.”
- 6.4 The Offeror shall also provide the following:
 - 6.4.1 One primary contact to manage activity in Boxborough and Littleton during the Solar Initiative Program Period.
 - 6.4.2 Identification of system specifications for equipment to be used for projects in the Solar Initiative, including equipment manufacturers, models, and warranties for modules, inverters, racking, meters, and data acquisition systems, if applicable.
 - 6.4.3 Installations provided by employees of Installer (no subcontracting of installation) and supervised by a NABCEP-certified installer and master electrician.
 - 6.4.4 Turnkey service including permitting, application for rebates, interconnection application, and completion of installation within one year of permit approval. In addition, the Installer shall provide information regarding net metering rates and policies, the sale of SRECs, and other federal and state incentives available for the Customer.
 - 6.4.5 Pricing proposal including tiered pricing structure and pricing contingencies - See Attachment B.
 - 6.4.6 Warranty on workmanship of installation.

7.0 Comparative Selection Criteria

Non-price Proposals having satisfied the above minimum criteria will then be evaluated and rated based upon the criteria below. Award will be made to the Offeror meeting the minimum selection criteria above and that best meets the following comparative selection criteria:

Criteria	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Proposed Equipment				
Warranty on panels	Minimum of 80% output for 25 or more years	Minimum of 80% output for 20 years to less than 25 years	Minimum of 80% output for less than 20 years	
Warranty on (panels) materials and workmanship	2 years or more	1 year to less than 2 years	Less than 1 year	
Warranty on Inverter Capacity	15 – 20 years	10 years to less than 15 years	Less than 10 years	

Criteria	Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Performance of system (measured as % of reduction in production per year)	Less than 1%	1%	Greater than 1% to 2%	Greater than 2%
Experience				
Company's experience with residential solar PV systems	Installation of 4 or more Solarize Mass – type programs	Installation of 1 to 3 Solarize Mass – type programs	Installation of NO Solarize Mass – type programs	No residential experience
Installation team experience	Installation of 3 or more Solarize Mass – type programs	Installation of 1 to 2 Solarize Mass – type programs	Installation of NO Solarize Mass – type programs	
Timeliness of installations	Completed within 3 months or less of contracting with resident/business	Completed within more than 3 months but no more than 6 months of contracting with resident/business	Completed within more than 6 months but no more than 12 months of contracting with resident/business	Completed in more than 12 months of contracting with resident/business
Marketing experience of program team	4 or more years of experience marketing Solarize Mass – type programs	1 to 3 years of experience marketing Solarize Mass – type programs	Less than 1 year of experience marketing Solarize Mass – type programs	
Proposal Quality (Clarity and completeness of material presented)	Presents a clear, well-organized, comprehensive, yet concise plan to achieve program goals	Presents a clear and well-organized plan to achieve program goals	Plan is disorganized or contains errors	Plan is incomplete

8.0 Interviews and Award

The Town may make an award based solely upon review of the proposals as submitted. If interviews are required for informational purposes, the key members of the project team of the three top-ranked firms will be invited to appear before the selection committee.

The successful Offeror shall enter into Memoranda of Understanding with the Towns setting forth in more detail the terms of the agreement between the parties reflected in this RFP.

The proposals will NOT be opened publicly, but will be opened in the presence of two or more witnesses, and a register of proposals will be created. Designees of the Committees shall evaluate non-price proposals and create a written evaluation for each offeror.

The evaluations shall specify in writing:

- (1) for each evaluation criterion, a rating of each proposal as highly advantageous, advantageous, not advantageous, or unacceptable, and the reasons for the rating;
- (2) a composite rating for each proposal, and the reasons for the rating; and
- (3) revisions, if any, to each proposed plan for providing the required supplies or services which should be obtained by negotiation prior to awarding the contract to the offeror of the proposal.

When completed, the evaluations will be furnished to the Chief Procurement Officer of the Town for review, who will, after review of such evaluations and examination of offerors' Pricing Proposals, select the Offeror providing the most advantageous proposal, from a responsible and responsive Offeror, taking into consideration all evaluation criteria set forth herein, and price.

The Town reserves the right to reject any proposals or to waive any informality in the bidding process if it is in the best interest of the Town to the fullest extent permitted by law. The Town also reserves the right to negotiate revisions to each proposed plan for providing the required supplies or services which should be obtained by negotiation prior to awarding the contract to the Offeror.

9.0 Submission Requirements

Seven (7) copies of the proposal shall be submitted, no later than 12:00 Noon EDT, May 14, 2015 to:

Ms. Selina Shaw
Town Administrator/Chief Procurement Officer
29 Middle Road
Boxborough, MA 01719
(978) 264-1712

10.0 Questions

Questions regarding this Request for Proposal shall be directed in writing not later than May 7, 2015 to:

Boxborough Inspector of Buildings
29 Middle Road
Boxborough, MA 01719,
or, by email (preferred) to: dlindberg@boxborough-ma.gov

ATTACHMENT A – PROPOSAL REQUIREMENTS

All proposals must be submitted as indicated in Section 1.0 of the RFP.

1. NON-PRICE PROPOSAL must contain all of the following elements:

Executive Summary: The Executive Summary shall summarize the highlights of the proposal, including the key features and distinguishing points of the proposal as well as any unique problems perceived by the installer and proposed solutions.

Proposal Team Experience: Identify all members of the project team, including, but not limited to, partners assisting in project financing, customer service, outreach, project installations, and SREC aggregation or brokerage. Include an organization chart outlining the various key individuals and partners, a description and location of each, and attach resumes and copies of any licenses, if applicable, of all key individuals on the project. Installers are welcome to partner, but an Installer must be the lead company on the proposal. Proposals must include the following:

- Description of the Offeror, including company size, financial stability, location, capacity for work, and access to various supply chains. Highlight relevant experience, skills and capabilities necessary to undertake the work including but not limited to, PV installations in Massachusetts and the designation as an “Expedited Installer” under the Commonwealth Solar II Rebate Program. The Offeror shall provide references for at least ten (10) of its completed projects. Additionally, Offeror shall list all Solarize Mass programs, with municipal contacts, that they completed within the last four years.
- Identify any partnerships or resources you provide to your customers to facilitate the sale of their SRECs.
- Provide a list of any partners on the project team that are located in or near Boxborough and Littleton.
- Identify any partners that are local to the Towns and/or are focused on sustainable business practices.
- Option: Propose a partner or contact who can install solar hot water systems, other renewable energy technology, or other energy efficiency measures.

Proposal Narrative: The proposal narrative shall outline a detailed and solid strategy, which at a minimum shall address the following items:

- ***Program Plan:*** Provide a plan for implementation, describing the Offeror’s ability to provide solar PV installation services to the Towns during the Program Period. Specifically, the proposal shall describe the Offeror’s ability to provide timely customer service, site assessments, rebate application submissions, installation services, and SREC aggregation. Please elaborate on the specific intake process for customer leads, method for screening sites, and an installation schedule for tiered levels of solar PV capacity. Include an estimate of the number of small-scale solar PV projects the Offeror’s team can complete on a monthly basis. Describe a Quality assurance process for the solar PV installations and outline the process for managing any permits, inspections and the interconnection process with the local utility. Finally, outline how the quality of the proposed equipment and installation process will be explained to the customer.
- ***Timeline:*** Provide an expected timeline for the average customer under the Program to guide the Towns and the customer expectations.

- Marketing Strategy: Outline a marketing plan that describes methods to motivate community-driven solar PV installations. Describe ways in which a joint marketing strategy between the Towns and the Offeror plans to expand the number of solar PV projects within each of the Towns. Include ideas by which Community outreach can be leveraged to generate leads more likely to move forward. Identify any potential Community partners that may be able to assist in deploying or enhancing the marketing strategy.
- Proposal for Sites Not Feasible for Solar PV: Outline the process by which the Offeror’s team will handle leads that do not have feasible sites for solar PV.
- Geographic Proximity: Provide a plan to address the Offeror’s geographic proximity to the targeted Towns and how this will shape the services provided.
- Sample ROI Analysis: Include a sample ROI analysis with the Price Proposal that illustrates the level of detail which will be provided to Program Customers.
- Sample Customer Agreement: Include a sample customer agreement that will be used in the Program.

Proposed Equipment

List all proposed equipment to be used during the course of the Program for the typical solar PV installation. If more than one variety of equipment will be used, please include it below.

Major Component	Manufacturer	Model Number
<i>Inverter(s)</i>		
<i>PV Modules – Include any premium modules noted in Price Contingency Factors</i>		
<i>Mounting System</i>		
<i>Production Meter</i>		
<i>Data Acquisition System (if applicable)</i>		

System Specifications: Identify system specifications for equipment that will be used for projects going through the Program, including equipment manufacturers, models, and warranties for modules, inverters, racking, meters, and data acquisition systems, if applicable. Boxborough and Littleton are interested in high quality as well as cost competitive equipment.

2. PRICING PROPOSAL

Offerors shall refer to and complete the forms in Attachment B - Pricing Proposal. Pricing Proposal information must be submitted as an electronically produced document - hand written documents shall not be accepted. Project specific pricing will not be considered for this Program. In addition, the Program shall not recognize any project-related costs adders if they are not outlined in Attachment B at the time of proposal submission.

- Tiered Price Structure: Outline the Purchase Price on a total capacity of solar PV contracted using the following five tiers:

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
1kW – 25kW	>25kW – 50kW	>50kW – 100kW	>100kW – 200kW	200kW +

- As total contracted capacity increases by tier, the Offeror’s proposed price per watt (\$/W) must decrease for customers that purchase a system under the program.
- Offerors may propose additional incentives as higher tiers of aggregate contracted capacity within the Towns are reached. Examples of the financial incentive may include a donated PV system, a rebate, gift card, or other financial incentives.
- Pricing proposals shall include total installation costs, which include system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price shall be independent of any tax credits or incentives available to the customers. Alternative pricing structures or financial models will be evaluated as appropriate.
- Price Contingencies (Adders): It is understood that features of certain installations will result in higher costs. Offerors must outline specific electrical, mechanical, structural, equipment, site, or labor features that will result in greater costs.
- Adders shall be listed as a \$/watt typical cost for projects in Attachment B. If applicable, Installers may also list an adder as a typical flat fee.
- Offerors shall be responsible for identifying individual projects that include Adders.
- Annual Production Guarantee: State if an annual production guarantee will be provided to customers and if provided, the specific rate of pay. Clarify if this rate is at least equivalent to the Towns’ current electricity rate(s) and if the guarantee will be offered to the customer in the contract.
- Marketing Budget: Propose a marketing budget that includes the design and production of collateral materials that will be financed by the installer to implement the marketing strategy described above.

ATTACHMENT B – PRICING PROPOSAL

Primary Point of Contact

<i>Offeror Company Name</i>	
<i>Contact Name</i>	
<i>Contact Phone Number</i>	
<i>Contact Email</i>	

Tiered Pricing Proposals (based upon proposed equipment listed in Attachment A)

The bid should include a dollar per watt (\$/W) Purchase Price that will reduce as higher tiers are reached.

Tiers	1kW-25kW	>25kW-50kW	>50kW-100kW	>100kW-200kW	200kW+
Purchased Price (\$/W)					

Price Contingency Factors

Outline below any additional costs that may increase the tiered pricing proposal.

Factors	Increased Cost (\$/W)	Increased Cost (\$/kWh)	Flat Fee (if applicable)	Description of Work
Site Specific May include, but is not limited to: <ul style="list-style-type: none"> • Multiple roof arrays • Tilt racking • Standing seam metal roof • Flat roof • Pole or ground mounted system • Tree removal 				

Factors	Increased Cost (\$/W)	Increased Cost (\$/kWh)	Flat Fee (if applicable)	Description of Work
Structural May include, but is not limited to: <ul style="list-style-type: none"> • Reinforcing rafters 				
Electrical May include, but is not limited to: <ul style="list-style-type: none"> • Electrical panel upgrade • Electrical sub-panel • Meter Upgrade/change • Interior conduit run 				
Monitoring to the Production Tracking System (if applicable)				
Internal Monitoring (Micro-inverters)				
Extended Warranty (if applicable)				
Maintenance (if applicable)				
Other May include, but is not limited to: <ul style="list-style-type: none"> • Additional cost micro-inverters • Steep roof / tall roof (define) • Small system adder • Large system cost subtraction 				
American Made Solar Panels				
Total Additional Cost				
(Optional) Other Potential Costs				

ATTACHMENT C

MEMORANDUM OF UNDERSTANDING TOWN OF BOXBOROUGH – SOLAR INITIATIVE

This Memorandum of Understanding (MOU) is dated _____, 2015, between the Town of Boxborough, a municipal corporation and a political subdivision of the Commonwealth of Massachusetts, 29 Middle Road, Boxborough, MA, 01719 (Town), and _____, a _____, _____, _____ (Installer). The Town and Installer may also be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, in the interest of reducing production of greenhouse gases in Boxborough by facilitating the installation of solar photovoltaic (PV) systems by interested residents and businesses in Boxborough, the Town issued a Request for Proposals (RFP) in April 2015, seeking proposals from qualified and experienced firms to install such systems on property owned by such residents and businesses (the Solar Initiative);

WHEREAS, Installer submitted a proposal reasonably demonstrating certain qualifications and experience in the installation of solar PV systems of the type and size contemplated in the RFP, and was selected to market those qualifications and experience to residents and businesses in Boxborough; and

WHEREAS, it is anticipated that Installer will enter into contracts directly with interested residents and businesses in Boxborough to install solar PV systems on the property of such residents and businesses (the Contracts), and the Town will not be a party to any such contracts.

NOW, THEREFORE, the Town and Installer, with the intent of memorializing their understanding with respect to the Solar Initiative, and with the intent of binding Installer to the requirements of the RFP and its proposal submitted in response thereto, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The RFP attached hereto as **Exhibit A** and Installer’s Proposal attached hereto as **Exhibit B** are incorporated herein and made a part hereof. Installer agrees to comply with all requirements contained in the RFP and all commitments of Installer in the Proposal. Installer shall not, in any Contract, change its tiered pricing discount program reflected in its Proposal in a manner less advantageous or adverse to the counterparty to such Contract. In the event of any conflict between the provisions of the RFP and Proposal, the requirements resulting in the greater services and better quality for the residents and businesses in Boxborough, as reasonably determined by the Town, shall control.

2. To the extent permitted by law, this MOU shall continue until final completion of the last solar PV system to be installed by Installer in connection with the Solar Initiative. The Town may, without any penalty or liability whatsoever, terminate this MOU at any time for any reason (including no reason) upon written notice to Installer.

3. The Town makes no representations or warranties of any kind concerning the Solar Initiative. Installer understands and agrees that any information included in the RFP or otherwise furnished to Installer by or on behalf of the Town in connection with the Solar Initiative is not guaranteed or warranted by the Town, and Installer shall, for its own benefit, examine such information to verify its completeness and accuracy. Installer also understands and agrees that the Town is not required to expend, and shall not expend, and has not appropriated and is under no obligation to appropriate any funds for the Solar Initiative, and that, other than furnishing to Installer such information as the Town, in its sole and absolute discretion, elects to share with Installer, the Town owes no duties or obligations to Installer notwithstanding anything to the contrary in this Agreement.

4. During the term of this MOU and until six years after final completion of the last solar PV system to be installed by Installer (including final completion of all so-called punch-list items of work), Installer shall

maintain workers' compensation insurance, automobile liability insurance, and commercial general liability insurance in amounts as follows:

1. Contractor's Liability Insurance

a. Workers' Compensation:

1. State: Statutory

2. Employer 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

b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

1. Bodily Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Each Individual Claim per Occurrence

\$3,000,000 Aggregate All Claims per Occurrence

2. Products and Completed Operations

\$1,000,000 Each Occurrence (bodily injury and property damage)

\$3,000,000 Aggregate All Claims per Occurrence

3. Property Damage Liability (including coverage for XCU hazards).

\$1,000,000 Each Occurrence

\$1,000,000 Each Individual Claim per Occurrence

\$3,000,000 Aggregate All Claims per Occurrence

4. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.

c. Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage

\$1,000,000 Combined Single Limit

d. Umbrella Liability Coverage

\$2,000,000 Each Occurrence

\$2,000,000 Aggregate

The commercial general liability policy shall include coverage for ongoing and completed operations. Installer shall also include in its Contracts the same obligation of Installer to maintain such insurance under such Contracts. The Town and the counterparties to Installer's contract shall be named additional insured on all liability policies, including coverage for ongoing and completed operations. If necessary, Installer shall obtain an endorsement from its insurer to comply with this provision.

5. In addition to inclusion of the aforesaid insurance requirement in the Contracts, Installer shall include the following single provision in each Contract:

The Parties to this Contract acknowledge and agree that (i) the Town of Boxborough is not a signatory to this Contract and owes no duties or obligations to either Party; (ii) the Town, in issuing a Request for Proposals (RFP) for its so-called Solar Initiative, did so only to facilitate the development of renewable energy in Boxborough, and has made, and makes, no representations or warranties of any kind to either Party concerning the Solar Initiative, the Installer's qualifications or experience, the creditworthiness of either Party, or the advisability of this Contract as to either Party; (iii) Installer is not an employee, agent, contractor, or representative of the Town, and does not have any authority to make representations or act on behalf of the Town; and (iv) each Party has made an independent examination of the allocation of risks, benefits, rights, duties and obligations under this Contract, and has accepted and agreed to that allocation and concluded that the Contract is beneficial to it. The Parties hereby release the Town of Boxborough, its employees, officials, boards, committees, representatives, agents, and volunteers from any and all claims, losses, damages, costs, expenses and liabilities arising out of this Contract and the RFP, and agree that the Town shall be a third party intended beneficiary of this release of claims entitled to enforce the release in any forum. This provision shall survive the expiration or earlier termination of the Contract.

6. Installer shall further include in each Contract a provision prohibiting the assignment or subcontracting, in whole or in part, by Installer of the Contract or any work or services or monies due thereunder without the advance written approval of the counterparty, and that any and all disputes under such Contract shall be resolved in accordance with the laws of the Commonwealth of Massachusetts without resort to laws concerning conflicts of laws, and that any disputes or proceedings shall be brought in the state courts of the Commonwealth of Massachusetts, to whose jurisdiction Installer assents.

7. Installer shall defend, indemnify and hold harmless the Town, its officers, employees, officials, boards, committees, agents, representatives and volunteers from and against any and all claims and causes of action for injury, loss, damage, liability, costs or expenses, including attorneys' fees, arising out of the acts or omissions of, and work and services performed by, the Installer, its employees, agents, successors and assigns, and out of any material, equipment and products used by the Installer in connection with the Solar Initiative and any contract signed by Installer in connection therewith. This provision shall survive the expiration or earlier termination of this MOU, and is in addition to, and not in limitation of, any other rights and remedies available to the Town under this MOU, at law or in equity.

8. The MOU is made and entered into and shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising under this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts, to whose jurisdiction the Parties hereby assent.

9. Installer is not, and shall neither hold itself out to be nor knowingly allow others to believe it is, an employee, agent, contractor, or representative of the Town of Boxborough.

10. Installer shall not assign, in whole or in part, this MOU or any part thereof to any person without the advance written approval of the Town, which the Town may withhold in its sole discretion.

11. The Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same instrument, and a copy of a Party's signature shall be as good as an original.

12. The MOU may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of the Parties.

13. Notices under this MOU shall be in writing and delivered by certified mail or facsimile (with proof of receipt) to the addresses of the Parties set forth above. Notices to the Town shall be addressed to the attention of the Boxborough Town Administrator, with a copy of such notice being delivered to the attention of the Boxborough Board of Selectmen. Notices to Installer shall be delivered to the attention of its president or managing member.

14. Nothing in this MOU is intended to waive any of the rights, remedies and defenses available to the Town under applicable laws, including, but not limited, to G.L. c. 258.

INSTALLER

TOWN OF BOXBOROUGH
By its Board of Selectmen

Signature

Printed Name of Signatory

Title of Signatory
