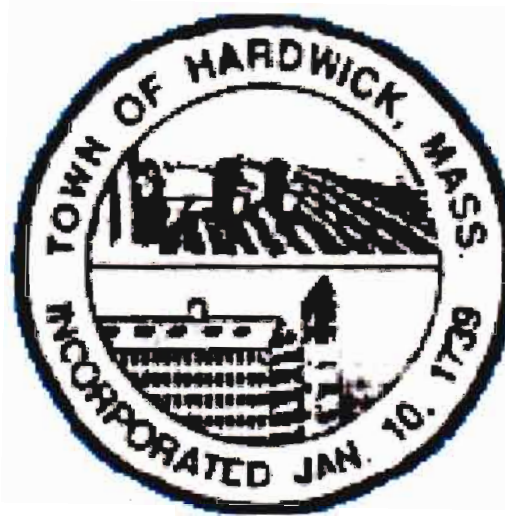


TOWN OF HARDWICK

MASSACHUSETTS



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

FOR

**LEASE OF REAL PROPERTY
FOR CONSTRUCTION OF A
SOLAR PHOTOVOLTAIC ARRAY**

**Lease of Real Property for
Construction of A Solar Photovoltaic Array**

Pursuant to M.G.L. c. 30B, § 16, the Town of Hardwick, acting through its Board of Selectmen, seeks competitive proposals for the lease of certain Town owned real property for the construction of a third-party owned and operated, commercial class solar photovoltaic array. The Town intends to purchase some if not all of the net metering credits generated by the array. The lease shall be for a term of up to twenty years. This procurement and any resulting lease and power/net metering credit purchase agreement are subject to approval of Hardwick Town Meeting.

The Request for Proposals is available on the towns website at www.townofhardwick.com, via email from the Town Administrator, Theresa A. Cofske (assistant@townofhardwick.com) or a hard copy may be obtained at the Municipal Office Building located at 307 Main Street, Gilbertville, MA 01031. Proposals must be received no later than 6:00 PM on Monday, June 5, 2017, at which time all proposals will be publicly opened in the Selectmen's Room and a Register of Proposals prepared. The Town reserves the right to reject any or all proposals to the fullest extent permitted by law.

Timeline and Contact Information

Primary Contact:

Theresa A. Cofske
Town Administrator
Town of Hardwick
Municipal Office Building
307 Main Street
Gilbertville, MA 01031
Phone: (413) 477-6197
Fax: 413-477-6703
Email: admin@townofhardwick.com

Projected Selection Timeline:

Published in Worcester Telegram	April 26, 2017
Published in Central Register	April 26, 2017
Optional Pre-Bid Meeting and Site Visit:	May 10, 2017, 10:00 A.M.
Final Inquiry Date:	May 17, 2017
Submit to:	Theresa A. Cofske Town Administrator Town of Hardwick Municipal Office Building 307 Main Street Gilbertville, MA 01031
Location, Date and Time of opening:	June 5, 2017, 6:00 P.M. Municipal Office Building (see address above) Board of Selectmen's Meeting Room

Request for Proposals

Lease of Real Property for Construction of Solar Photovoltaic Array

INVITATION

The Town of Hardwick seeks competitive proposals for the lease of a certain portion of a parcel(s) of Town owned land located at 2380 Barre Road, Hardwick, Massachusetts, together with a non-exclusive easement for reasonable access thereto for the purpose of installing, operating and maintaining a solar photovoltaic (PV) array and utilities. The Town intends to purchase some if not all of the net metering credits generated by the array. Such land is shown on Assessor's Map 143, Parcel 14 (a copy of such map is included in Attachment 1 to this RFP).

PROPOSAL SUBMISSION REQUIREMENTS

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

Project Proposal

The Project Proposal shall include the following:

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

8. A listing of projects of similar nature performed by the proposer including contact names and current telephone numbers.
9. Signed disclosure of beneficial interests (Attachment 2).
10. Most recent balance sheet and income statement.

Price Proposal

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

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

Town's Capacity for Net Metering Credits

The Town used approximately 440,000 kWhs of electricity over the last fiscal year at a cost of approximately \$76,830.

PROJECT SPECIFICATIONS

1. The Town will lease a portion of a parcel(s) of land identified above to an experienced solar energy developer for the purpose of installing, operating and maintaining a solar PV array to generate electrical energy/net metering credits for sale to the Town. The parcel (see Attachment 1) includes approximately 15 acres of land. The Town makes no, and shall not make any, representations or warranties as to the condition of the land, which the successful proposer shall lease "as is."
2. The developer shall erect a new and unused solar PV array appropriately sized for the property.
3. The developer shall design, engineer, permit, develop, install, interconnect (to the utility distribution grid), secure, insure, operate, maintain, repair and, eventually, remove from the property the solar PV array and associated equipment all at no expense to the Town. The array must be fully constructed and achieve commercial operations no later than 12 months after the effective/signing date of the relevant agreements between the parties.
4. Developer shall design and operate the solar PV array such that it will qualify as a Net Metering Facility of a Municipality or Other Governmental Entity, and for the local utility's small commercial "G-1" rate. It is a requirement that monetary value of net metering credits generated by the project during the lease term be calculated in accordance with 220 CMFR 18.04(4) (i.e., sum of 100 percent of the utility's default service, transmission, transition, and distribution charges for the rate assigned to the project meter).
5. The developer shall, at no cost to the Town, construct an educational display at a location of the Town's choosing about solar energy for use by local schools and residents.
6. The developer shall, at no cost to the Town, attend periodic meetings to discuss the project, provide progress updates, and make presentations to boards and committees. Some meetings may be conducted outside of normal business hours. These meetings are in addition to any local regulatory proceedings.
7. The developer will be required to meet all local, state, and federal legal requirements, including, without limitation, local planning and zoning requirements, and will be

- responsible for all permits, taxes, and related costs, including all governmental charges relating in any way to the lease of the property and the generation and sale of electricity and net metering credits. Real property and personal property taxes will be assessed for the solar PV array and the proposer's leasehold interest.
8. Before commencement of construction, the developer shall be required to post surety bonds issued by a surety qualified to do business in Massachusetts and satisfactory to the Town in an amount to be negotiated to ensure proper removal of the solar PV array and restoration of the property. If necessary, the bond shall be renewed on a regular basis, without interruption.
 9. The Town shall be the purchaser of some if not all of the net metering credits generated (at a total annual value not to exceed approximately 80 percent of the Town's annual electricity charges). A 20-year Power Purchase/Net Metering Credit Agreement and a lease agreement are contemplated, although one agreement may be used for the leasing of the property and purchase of net metering credits. If the Town is not the purchaser of all credits, the developer shall be solely responsible for the sale of any excess credits.
 10. The successful developer will be required to indemnify, defend, and hold harmless the Town of Hardwick for any injury to life (including death) or damage to property (real, personal or other) that may occur due to the acts or omissions at the property of developer, its employees, contractors, subcontractors, agents, invitees, licensees, representatives and persons for whom developer is responsible or liable.
 11. The developer will maintain during the term of any agreement such insurance as the local utility may require of developer, as interconnection customer, and, if different, as the Town and its insurer shall require.
 12. Developer shall comply with all requirements of the local electric distribution company in the construction, operation and maintenance of the solar array, and shall pay for all costs and expenses relating to interconnection of the solar array to the distribution grid, including all charges, costs, and expenses imposed upon the Town in its role as Host Customer for the utility meter installed for the array.
 13. Developer shall be required to enter into a lease agreement and power/net metering credit purchase agreement substantially in the form to be provided to the successful developer following notice of award of contract.

SELECTION METHODOLOGY

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

Evaluation Criteria

- **Experience (25%)** – The extent of the firm's experience in designing, financing, constructing and operating commercial grade solar energy facilities.
- **Project Team (25%)** – The relevant experience and quality of project personnel and the commitment of them to the proposed project in Hardwick.
- **Financial Capability (25%)** – The demonstrated ability of the proposer to obtain financing to ensure the timely completion of the project. (Most recent income statement and balance sheet to be provided; see above)
- **Schedule (25%)** – The proposed schedule for completion of solar PV array (to be included in developer's plan of services; see above).

PRE-BID MEETING AND SITE VISIT

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

QUESTIONS

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

- END -

FORM 1
PRICE PROPOSAL

The undersigned proposes to lease, for the amount of rent set forth below, a portion of the property owned by the Town and located at 2380 Barre Road, Hardwick, MA, for the sole purpose of constructing, operating and maintaining a solar PV array and associated equipment to provide net metering credits to the Town, and for no other purpose; and to sell to the Town, at the price set forth below, net metering credits generated by such array. The term of the lease and power/net metering credit purchase agreement shall be 20 years from the date of commercial operation of the solar PV array.

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

NOTE: For bidding purposes only, assume the following:

- | | |
|--|---|
| 1. Size of Solar PV Facility: | 2.0 MW (DC) |
| 2. Annual Tax Payment (land & equipment): | \$10,000/MW (DC) |
| 3. Annual degradation factor: | .5% |
| 4. Annual production guarantee: | 85% of estimated annual production |

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

1. Option One: Fixed Energy/Credit Price Without Escalator:

Years 1-20 _____ per kWh (without escalator)

2. Option Two: Fixed Energy/Credit Price With Escalator:

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

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

1. Fixed Annual Lease Payment:

\$ _____

D. **Alternate One:** Provide below alternate energy prices assuming that the Annual Lease Payment is \$1.00 and the value of the lease, as reflected in the price proposed in paragraph C, above, is incorporated into (thus reducing) the energy prices:

1. Option One: Fixed Energy/Credit Price Without Escalator:

Years 1-20 _____ per kWh (without escalator)

2. Option Two: Fixed Energy/Credit Price With Escalator:

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

E. Certifications:

The undersigned proposer certifies under penalties of perjury:

(1) that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals; and

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

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

Name of firm making the proposal: _____

Authorized Signature: _____

Title: _____

Date: _____

LIST OF ATTACHMENTS

Attachment 1 – Assessor’s Map of Property

Attachment 2 – Disclosure of Beneficial Interests Form (DCAMM)

George A. Jr. & Elizabeth
C. Reilly
Bk. 5075-58 (7/28/75)
103.5 ± Acres

EDWARD R. & OLIVIA M. O'CONNOR
Bk. 13498-194 (7/2/75)
Bk. 5102-425 (11/2/73)
16.4 Acres

EDWARD R. & OLIVIA M. O'CONNOR
Bk. 13498-194 (7/2/75)
Bk. 5102-425 (11/2/73)
16.4 Acres

PRINCE RIVER ASSOCIATES, LLC
Bk. 4872-214 Tract I
Bk. 4872-214 Tract Six
7.985 Acres

EXECUTIVE OFFICE OF TRANSPORTATION & CONSTRUCTION
PRINCE RIVER ASSOCIATES, LLC
Bk. 4872-214 Tract I
Bk. 4872-214 Tract Six
7.985 Acres

DAVIN S. SMULLOY, JR.
Bk. 4853-387 (5/11/65)
1.1 Acres

EDWARD R. & OLIVIA M. O'CONNOR
Bk. 13498-194 (7/2/75)
Bk. 5102-425 (11/2/73)
16.4 Acres

EDWARD R. & OLIVIA M. O'CONNOR
Bk. 13498-194 (7/2/75)
Bk. 5102-425 (11/2/73)
16.4 Acres

THOMAS & LARA BOWEN
Bk. 2710-32 (9/1/65)
1.704 Acres

STEPHEN B. & CAROL ANN
Bk. 2708-300 (7/1/65)
1.477 Acres

DEAN & CHRISTINE YACUBO
Bk. 2668-188 (7/1/65)
1.38 Acres

MICHAEL P. RICHESON & TRACY T. GIBBY
Bk. 4872-17 (5/11/72)
2.345 Acres

BLAINE D. & FRANCIS E. PERCE, JR.
Bk. 4831-278 (1/17/65)
1.136 Acres

SCOTT F. RYAN
Bk. 4876-268 (7/1/65)
1.012 Acres

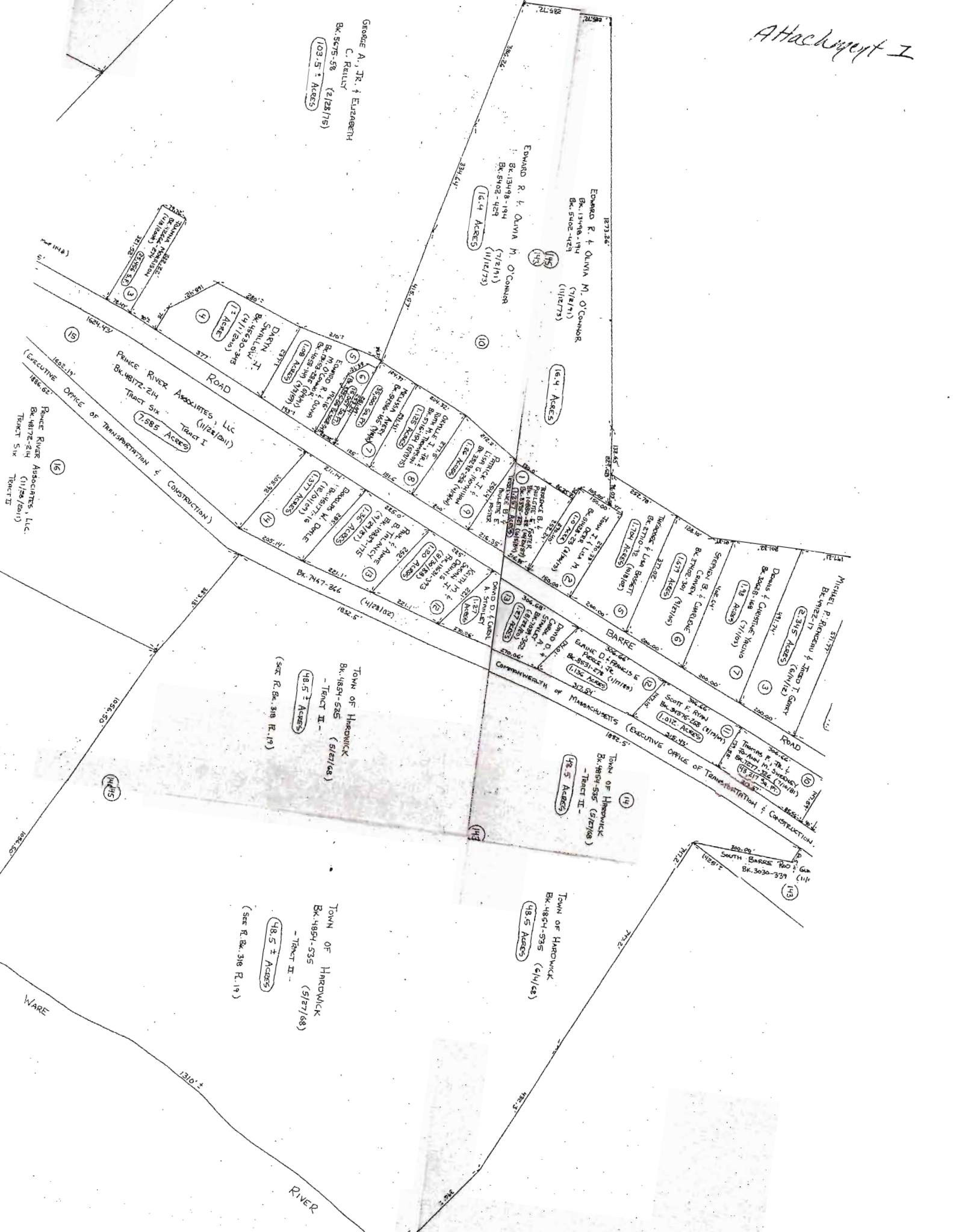
THOMAS P. JR. & TO-ANN M. SHANNON
Bk. 4877-262 (7/1/65)
1.937 Acres

TOWN OF HARDWICK
Bk. 4854-535 (5/27/68)
Tract II -
48.5 ± Acres
(See R. Bk. 318 E. 19)

TOWN OF HARDWICK
Bk. 4854-535 (5/27/68)
Tract II -
48.5 ± Acres
(See R. Bk. 318 E. 19)

TOWN OF HARDWICK
Bk. 4854-535 (5/27/68)
Tract II -
48.5 Acres

WARE RIVER



**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains –such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER