TOWN OF ACTON
REQUEST FOR PROPOSALS
SOLAR POWER PLANT AT LANDFILL

1. SOLICITATION AND PROPOSAL PROCESS

The Town of Acton (the "***Town***") is soliciting proposals, under M.G.L. c. 30B, from qualified solar energy developers ("***proposers***") to design, install, own, operate and maintain a solar photovoltaic energy system ("***Solar Energy System***" or "***System***") at the Town of Acton Landfill, located at Forest Road and Route 2 in Acton (the "***Premises***") under an agreement providing for a lease, license, access arrangement or other interest at the Premises. In addition to proposals for a lease agreement for use of the Premises, proposers may, but are not required to, submit a proposal to furnish the Town with solar-generated electricity produced by the System pursuant to a Power Purchase Agreement (***"PPA"***). Sealed proposals from proposers, as required in accordance with all terms and specifications contained herein, will be received by Steve Ledoux, Town Manager, 472 Main Street, Acton, MA 01720 (Telephone: 978-929-6611) until: October 19, 2010 at 2:00 p.m..

1.1 An optional Pre-Proposal Conference will be held on September 28, 2010 at 9:30 a.m. at the Action Department of Public Works, 14 Forest Road, Acton, Massachusetts. Following the Pre-Proposal Conference, non-mandatory tours of the Premises will be offered by the Town.

1.2 Proposals must be submitted in a sealed outer package addressed to Steve Ledoux, Town Manager, 472 Main Street, Acton, MA 01720. Within each envelope or package, the proposer shall enclose one (1) complete copy of this Request for Proposals ("***RFP***") and a cover letter with the signature, name, and title of the person authorized to commit the proposer to the terms of the proposal.

1.3 The proposer's proposal shall include a "***Non-Price Proposal***" and a "***Price Proposal***."

(i) The Non-Price Proposal (six (6) hard copies and one (1) CD-ROM in Adobe Acrobat (pdf) format) shall be placed in a separate sealed envelope within the outer package marked with the proposer's ***company name***, and plainly marked in the lower left hand corner: "Solar Energy System Non-Price Proposal - Hold for Public Opening."

(b) The Price Proposal (one (1) hard copy and one (1) CD-ROM in Adobe Acrobat (pdf) format) shall be placed in a separate sealed envelope within the outer package marked with the proposer's ***company name*** and "Solar Energy System Price Proposal."

1.4 It is the proposer's responsibility to see that its proposal is delivered within the time and at the place prescribed. No proposals shall be opened by the Town until the time set for opening (the "***Public Opening***"). Proposals may be withdrawn upon written request (on the letterhead of the proposer and signed by the person signing the proposal) and must be received

prior to the Public Opening. Proposals may be modified in the same manner. No proposal or modification thereof received after the Public Opening will be considered, provided, however, that after the Town completes its evaluation of proposals, it reserves the right to enter into negotiations with respect to scope of work and final contract provisions.

1.5 All proposals should be written in ink or typed. If there is any correction with whiteout, the person signing the proposal must initial the correction.

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

1.7 The right is reserved, as the interest of the Town may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof.

1.8 All questions pertaining to this RFP should be referred to John Murray, Assistant Town Manager at www.acton-ma.gov/solarbidlandfill , prior to two o'clock (2:00) p.m on October 5, 2010.

1.9 One (1) copy of this RFP will be furnished to proposers on request.

1.10 If Addenda are required to answer questions or clarify or correct items in this RFP, the Town shall mail such addenda to proposers at addresses logged at the time of the mandatory Pre-Proposal Conference. It is the proposer's responsibility to check prior to the Public Opening to ensure it has received any and all addenda.

2. SCHEDULE

Optional Pre-Proposal Conference	September 28, 9:30 a.m.
Questions Due to Town	October 5, 2:00 p.m.
Responses to Questions/Addenda Issued	October 12
Proposals Due to Town	October 19, 2:00 p.m.
Public Opening of Proposals	October 19, 2:00 p.m.
Final Negotiations	To Be Determined
Contract Award	To Be Determined

3. PURPOSE

The Town desires to enter into agreement for the design, installation, operation and maintenance of a solar power electricity generation facility at the closed Town Landfill (the "***System***"). The Town seeks proposals from entities in the business of financing, installing, owning, operating and maintaining solar power electricity generation facilities to finance, install, own, operate and maintain a solar power electric generation facility, pursuant to a lease agreement ("***Solar Lease Agreement***") (Appendix B attached to this RFP) or other substantially similar arrangement for use of the Premises (the "***Project***"). See Appendix E ("***Description of the Premises***") attached to this RFP. The Town is prepared to entertain offers to purchase electricity for use in municipal buildings from such facility pursuant to a Purchase Power Agreement ("***PPA***") for a period of twenty (20) years (the "***Term***"), with a renewal option of five (5) years.

Accurate energy consumption data for two years from November, 2007 through October, 2009 is provided in Appendix G attached to this RFP.

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

4. BACKGROUND

4.1 Town. In its annual Town Meeting in the spring of 2009, the Town authorized the City Manager, subject to the approval of the Board of Selectmen, to enter into agreements for the use of Town owned lands for the purpose of installing and operating solar energy facilities.

4.2 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.

5. PROJECT SITE AND EXISTING SITE CONDITIONS

5.1 Property Description. The Premises are described in Exhibit E ("***Description of the Premises***") attached to this RFP.

5.2 Site Conditions.

(a) Documents relating to the closure of the Town Landfill including the plans and application for the current Post-Closure Use Permit are available from Corey York, Town Engineer, (tel. 978-929-6471) upon request. The Post Closure Use Permit is attached as Appendix H. The selected proposer will be responsible for applying for an amendment to the Post-closure Use Permit and shall comply with all applicable regulations of the Massachusetts Department of Environmental Protection (DEP).

(b) Before submitting a proposal, each proposer will 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 Lease Agreement provisions 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.

6. SCOPE OF WORK TO BE ADDRESSED

6.1 Key Project Elements.

(a) The Solar Lease Agreement. The selected proposer and the Town will enter into a Solar Lease Agreement substantially in the form of Appendix B hereto, pursuant to which the selected proposer will obtain from the Town the right to install, operate and maintain the System in a designated Lease Area 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) Alternative Lease Areas. The proposer may submit proposals for one or more of the alternative Lease Areas, each outlined on a Plan of the Premises in Appendix F, labeled Plans A, B and C, respectively.

(c) Purchase Options for the Town. The proposer shall include terms, if any, upon which it is willing to sell the System to the Town, at the Town's election, at the end of the term or any renewal thereto. In addition, the proposer may, but is not required to, offer terms for sale of the System before the end of the term, or any renewal thereto.

(d) 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 Town exercises any right of purchase that the parties have negotiated. The Solar Lease Agreement includes a requirement for the posting of a financial assurance mechanism to ensure that the System is removed.

(e) Disclosure of Beneficial Interest. At the time and as a condition of entering into the Solar Lease 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.

(f) 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.

(i) In addition, if the proposer proposes a Purchase Power Agreement to the Town, the proposer's proposal must include, in the form of Appendix D hereto:

(1) price per kWh, including escalation factor;

(2) guaranteed annual electricity output (kWh/yr);

(3) maximum electricity price (as percentage of rate of Local Distribution Company); 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 Town (*e.g.*, net metering, offsets, or sale into the wholesale power grid for the selected proposer's own account).

(g) 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 Town 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 Town. The proposer shall provide assistance to the Town, as necessary, to apply for any incentive identified in the plan, whether such incentive will be assigned to the Town or to the proposer. If the Town 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.

6.2 Role of the Town. In addition to the Solar Lease Agreement, to facilitate the development of the Project, the Town shall:

(a) 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, including but not limited to local board approvals; and

(b) cooperate with the selected proposer to the extent reasonable and appropriate on remaining issues with respect to access, construction and interconnection.

7. GENERAL TERMS AND CONDITIONS

7.1 Receipt and Opening of Bid.

(a) Sealed proposals will be accepted by the Town Manager until the time indicated on the Notice for this RFP and in the Proposed Schedule above.

(b) Proposals received prior to the Public Opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

(c) A proposer may correct, modify, or withdraw a proposal by written notice to the Town Manager prior to Public Opening. Telephonic proposals, amendments or withdrawals will not be accepted.

(d) The Town shall decide when the specified time has arrived to open proposals and no proposal received thereafter will be considered. At the designated time, non-price proposals will be opened at the Public Opening in the presence of two (2) or more witnesses.

(e) At the Public Opening, the Town shall prepare a register of proposals for public inspection.

(f) After the Public Opening, a proposer may not change the price or any other provision of the proposal in a manner prejudicial to the interest of, or to, fair competition.

7.2 Form of Proposal: Proposals must be submitted with the forms attached to this RFP as Appendices A and D. 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, following the form of Appendix A1. 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 Town.

7.3 Submission of Proposals.

(a) Every proposal must be in two parts, submitted in separate, clearly marked, sealed envelopes: Non-Price Proposal and Price Proposal.

(i) The **Non-Price Proposal** must consist of the following documents:

(1) Documentation evidencing that the proposer is responsible, demonstrably possessing the skill, ability and integrity, including financial capacity, 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.

(2) Proposer Contact Information, signed and submitted on the form attached to this RFP as Appendix A1.

(3) Certification of financial interest disclosure and of non-collusion, signed and submitted on the form attached to this RFP as Appendix A2.

(4) Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. Chapter 62C, § 49A, signed and submitted on the form attached to this RFP as Appendix A3.

(5) 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.

(6) Certification that the proposer, if awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.

(7) Technical Proposal. The selected proponent shall:

a. Identify the manufacturers and types of panels and inverters to be used, including the manufacturers' warranties on such components;

b. Identify the rated capacity of the System, the capacity factor, and the estimated electricity (kWh) that the System will generate in its first year of operation;

c. Describe the mounting system to be used, including provisions to protect integrity of landfill cap and compliance with other DEP requirements;

d. 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 Town more detailed plans;

e. Provide a public education plan on the benefits of solar power. Among other elements of the plan, the Proposer may consider including web-based reports of power generated by the System, site signage, library and school displays, and funding for community and school-based educational programming on solar renewable power.

(8) Any other documents required, but not included in the Price Proposal.

(ii) The **Price Proposal** must include:

(1) The rent to be paid for use of the Premises, including an initial rent and a term rent, as defined in the Solar Lease Agreement, signed by an individual authorized to bind the proposer contractually, and submitted on the form attached to this RFP as Appendix D.

(2) In addition, if the proposer offers to furnish power from the System to the Town, the Price Proposal may include price and related terms for electricity, which includes the furnishing of all materials, services, labor, insurance, and other costs incurred in the performance of the PPA.

(3) The plan of incentives and economic benefits.

(4) A proposed schedule of costs related to any option offered to the Town to purchase the System, either at the end of the term and/or at any year prior to the end of the term.

(5) 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 Town and electricity prices and other related economic benefits to be offered on account of electricity purchases by the Town.

(6) The proposer shall submit a proposal deposit in the form of bid bond or a certified check, issued by either a surety or a bank authorized to do business in the Commonwealth of Massachusetts and made payable to the Town of Acton, in the amount of $5,000. The Town shall retain each bid deposit as security for fulfillment of the proposer's promises that it will not withdraw its proposal while it is being considered by the Town and will execute a lease and/or PPA and furnish the required insurance certificates if its proposal is accepted by the Town. Should the Proposer fail to execute the agreement(s) with the Town, the proposal deposit shall become the property of, or be paid to, the Town as compensation for

damages. Upon award and execution of the lease and/or PPA, the proposal deposits of all proposers shall be returned by the Town.

(b) Any proposer may withdraw or modify its proposal by written request at any time prior to the advertised time of the Public Opening.

(c) Unless otherwise specified, no proposal may be withdrawn for a period of ninety (90) days after the date of the Public Opening. 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.

(d) 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 Town Manager, in writing, by **September 28, 2010**.

(e) 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 Town and, within the stipulation, the INCREASE or DECREASE in the proposal price because of the exception, if any, shall be stated. The Town may, at its discretion, accept or reject any or all exceptions.

(f) 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 Town 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 lease or contract entered into.

7.4 Proposed Rent and Prices. Proposers shall state the Price Proposal in the manner as designated in the form attached to this RFP as Appendix D. The Proposer may submit alternative combinations of rent and electricity price for each of the proposed lease areas show as Plans A, B and C in Exhibit F. In the event there is a discrepancy between the proposed rent or price written in words and written in figures, the prices written in words shall govern.

7.5 Taxes

(a) Massachusetts Sales Tax. The Town 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 Town 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.

7.6 Award and Contract. The Town 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 Town considers necessary to assist in the evaluation of any proposal. The Town may conduct interviews with proposers to better understand any part of the proposals, if it determines it is in the Town'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 that a PPA option is proposed, 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 Town may waive minor informalities or allow the proposer to correct them. The Town 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.

7.7 After ranking the proposals and determining the most advantageous proposal, the evaluation committee will submit the ranking results and its recommendation to the Town Manager for approval. Subject to such approval to commence negotiations, the Town 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 Town will negotiate an agreement with the selected proposer at overall compensation, including rent and other economic benefits, that the Town determines is fair, competitive, and reasonable. Subject to the approval of the Town Manager and the Board of Selectmen, the Town will award a contract, as negotiated, with the selected proposer. The Town will set forth a written explanation of the reasons for the final award of contract.

(a) 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.

7.8 Any firm providing services to or doing business with the Town 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 Town 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.

7.9 The Town reserves the right to reject any and all proposals. The Town may cancel this procurement in its sole discretion when it determines that cancellation serves the best interests of the Town and the public.

7.10 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.

7.11 The selected proposer will comply with all federal, state and local laws, rules and/or regulations.

7.12 In addition to the conditions set forth above, the proposer must comply with any requirements associated with participation by the Town in the Commonwealth Solar program, as applicable.

8. MINIMUM EVALUATION CRITERIA

8.1 At a minimum, proposers shall comply with the following criteria.

(a) Timely submission of proposal.

(b) Correctly adhere to the terms and conditions of this RFP.

(c) 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.

(d) Fully executed forms as provided in this RFP (Appendix A).

(e) 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.

(f) A statement that the proposer is not debarred, suspended or otherwise prohibited from practice by any federal, state, or local agency.

8.2 Proposals will be evaluated by the Town, using comparative criteria set forth as follows:

(a) Non-Price Proposal

(i) Project Understanding.

The proposer must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Town. 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.

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(ii) Approach and Schedule. Proposal shall include an explanation of how the proposer will approach the various tasks, including preliminary concept design, scheduling, methods and sources. The schedule will 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.

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(iii) Proposer's plan to make optimum use of the site. The Proposal 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 System performance.

(1) Not Advantageous:

Partial Site Use

(2) Advantageous:

Complete Site Use

(3) Highly Advantageous:

Optimum Site Use to Maximize Benefits within Identified Constraints

(iv) 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 or commitment letters from potential sources of financing for the project, along with financial statements or other appropriate evidence of the Proposer's own capability to provide financing or capital investment.

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(v) Proposer 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 Town's concerns should be clear. The Town may evaluate the proposer's ability to form successful working relationships and communications with the Town.

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(vi) 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.)

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(vii) 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.

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(viii) Thoroughness of Proposal

(1) Not Advantageous:

Incomplete proposal

(2) Advantageous:

Complete proposal

(3) Highly Advantageous:

Most extensive and clear proposal

(ix) Other Relevant Issues. The Town may evaluate importance of other relevant issues presented by the proposer.

(1) Not Advantageous:

Self-serving presentations that do not improve and advance the goals of this RFP

(2) Advantageous:

Presentations that do improve and advance the goals of this RFP

(3) Highly Advantageous:

Presentations that significantly improve and advance the goals of this RFP

(b) Price Proposal. The proposer's Price Proposal must include:

(i) Rent proposed, including initial rent and term rent;

(ii) Purchase Options offered to the Town, as described in Article 7 of the Solar Lease Agreement

(iii) Plan for incentives and other economic benefits;

(iv) In addition, if the proposer proposes a PPA, the Price Proposal must include:

(1) electricity price ($/kWh);

(2) annual electricity price increase factor;

(3) maximum electricity price (as % of LDC rate);

(4) annual degradation factor;

(5) any other required financial information.

all in the form of Appendix D.

(v) If the proposer submits more than one price proposal for each Lease Area (Plans A, B and C) shown in Appendix F, which offer alternative combinations of rent to be paid to the Town and prices of electricity offered to the Town, each such proposal shall be submitted on a separate Price Proposal form, and shall be designated and labeled as a separate Price Proposal. No more than six (6) alternate price proposals shall be submitted – two combinations of rent and purchase price for each of the three alternative Lease Areas (e.g., D(a) (Plan A); D(b) (Plan A); D(a)(Plan B); D(b) (Plan B); D(a) (Plan C); D(b)(Plan C).

(vi) Each Price Proposal will be evaluated to determine the best overall economic benefit to the Town based on the following criteria:

(1) Not advantageous**:**

Incomplete price proposal or insufficient economic benefit to the Town

(2) Advantageous:

Substantial economic benefit to the Town

(3) Highly Advantageous:

The most substantial economic benefit to the Town

9. APPENDICES

Appendix A - Proposal Forms

Appendix A1 – Proposer Contact Information

Appendix A2 – Certificate of Non-Collusion

Appendix A3 – Attestation Regarding Filing of Tax Returns

Appendix B – Form of Solar Lease Agreement

Appendix C – Form of Power Purchase Agreement

Appendix D – Form for Price Proposal

Appendix E – Description of the Premises

Appendix F – Plan of the Premises

Appendix G – Town Electricity Consumption (11/2007 – 10/2009)

APPENDIX A1
PROPOSER INFORMATION FORM

TO: TOWN OF ACTON

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 Town of Acton. The undersigned acknowledges that the Town of Acton may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the best interests of the public.

Signature:_____

Proposer information:

Name:

Role with the Organization:

Address:

Organization Address:

APPENDIX A2
CERTIFICATE OF NON-COLLUSION

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

_____
(Signature)

_____
(Name of person signing proposal)

_____
(Name of business)

APPENDIX A3
ATTESTATION REGARDING FILING OF TAX RETURNS

TO: Town of Acton

Pursuant to M.G.L. ch. 62C, § 49A, I certify under the penalties of perjury that the undersigned proposer, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

_____	_____
Social Security Number or Federal Identification Number	Signature of Individual or Officer
_____	_____
Date	Name of Corporation

APPENDIX B

SOLAR LEASE AGREEMENT

APPENDIX C

POWER PURCHASE AGREEMENT

APPENDIX D

PRICE PROPOSAL

APPENDIX E

DESCRIPTION OF THE PREMISES

APPENDIX F

PLAN OF THE PREMISES (Plan A – 12.2 acres)

APPENDIX F

PLAN OF THE PREMISES (Plan B – 8.9 acres)

APPENDIX F

PLAN OF THE PREMISES (Plan C – 9.3 acres)

APPENDIX G

(TOWN'S ELECTRICITY CONSUMPTION)

Appendix H

Post-Closure Use Permit