

2016 SOLARIZE MASSACHUSETTS UPTON PROGRAM
Request for Proposals for Installers of Small-Scale Solar Photovoltaic Systems

RFP ID: 2016 Solarize Mass Upton Installer RFP
Posting Date September 6, 2016

1. OPPORTUNITY SUMMARY

The Town of Upton (“Community”) is soliciting requests for proposals (“RFP”) from solar photovoltaic (“PV”) installers (“Installer(s)”) to participate in the 2016 Solarize Massachusetts Upton Program (“Solarize Mass Upton” or the “Program”), a Program run in partnership with the Massachusetts Clean Energy Center (“MassCEC”) and the Department of Energy Resources (“DOER”). This Program will drive community adoption of solar photovoltaic (PV) projects through a group-purchasing model that includes a tailored community-based marketing effort within the Town of Upton.

Solarize Mass Upton seeks proposals from Installers that can provide residential and small-scale commercial¹ solar PV installations under both direct purchase and third-party ownership models. It is expected that customers who purchase a system under the program will receive competitive (discounted) fixed pricing that results in a reduction in the total system purchase price. Customers that enter into Power Purchase Agreements (“PPA”) or leases will receive a greater financial incentive from the Installer.

Quality of the Installer proposal, proposed equipment, proposed pricing, ability to partner with the community, previous performance providing similar services, installation practices, and reference checks will be factors in the selection process.

The Town of Upton will accept proposals from teams of Installers. The proposal must describe the distribution of responsibilities amongst the team and the rationale for teaming, such as geographic coverage or a partnership of two firms that respectively specialize in the direct ownership and PPA models.

2. GENERAL INSTRUCTIONS

Proposals must be received by 2:00 p.m. September 29, 2016. Late proposals will not be accepted. Proposals shall be submitted via email to brobinson@uptonma.gov. “Solarize Massachusetts Upton Installer Proposal” must appear in the subject line of the email submission.

¹ Residential and small-scale commercial projects are the primary focus of Solarize Mass. Commercial projects over 15 kW generally fall outside the scope of the program, but installers may choose to count them toward the community’s total contracted capacity or tiered pricing. Please note larger commercial projects will not be the focus of the campaign’s marketing and outreach.

It is the sole responsibility of the proposer to ensure the proposal arrives on time at the designated place.

Any questions about the RFP must be received in writing by 4:00 p.m. September 22, 2016. Questions can be hand-delivered or delivered by U.S. Mail or delivery service to: Chief Procurement Officer, Town of Upton, 1 Main Street Box 1, Upton, MA, 01568, or emailed to brobinson@uptonma.gov. The answers will be posted at the Procurement portal on the Town’s website at <http://www.uptonma.gov/procurement>.

Town Hall hours are: Monday, Wednesday and Thursday 8:00 a.m. to 4:00 p.m., Tuesday 8:00 a.m. to 6:00 p.m., and Friday 8:00 a.m. to 12:00 p.m.

Addenda, if any, will be posted at the Procurement portal on the Town’s website at the website address shown above. Proposers are responsible for monitoring the Procurement portal on the Town’s website for any updates, addenda etc. regarding this solicitation.

3. PROGRAM OVERVIEW, SELECTION AND GOALS

Program Description and Goals

Solarize Mass Upton is led by municipal officials, local volunteers, MassCEC, DOER and a competitively selected Installer to implement a solar PV installation and education program on behalf of the community. Solarize Mass Upton has developed the following goals for the program:

- Increase education and awareness of solar PV
- Reduce costs associated with solar PV
- Increase local adoption of solar PV
- Reduce resident energy costs
- Reduce greenhouse gas emissions

These goals will be accomplished through a number of activities. In particular, price reductions will be achieved through economies of scale by aggregating solar PV projects, and by reducing customer acquisition costs -- including advertising and customer education – which can be a significant portion of the total cost of a solar PV system. By educating the local community, streamlining marketing efforts, and aggregating sales, Solarize Mass Upton will help make solar PV more accessible and affordable for local residents and businesses.

Roles and Responsibilities

The Solarize Mass Upton Program will be a partnership that includes a number of organizations and individuals that will work closely in order to provide a high-quality, streamlined customer experience for residents and businesses in Upton. The following table provides a brief overview of the expected roles and responsibilities of the participants in the Solarize Mass Upton.

| | |
|---------------------------|--|
| MassCEC & DOER | <ul style="list-style-type: none">• Competitively select Solarize communities• Provide technical consultant support for Solarize Mass Upton• Provide marketing and education grants and materials to communities |
|---------------------------|--|

| | |
|-------------------|---|
| Community | <ul style="list-style-type: none"> • Select Installer with help of Technical Consultant • Provide volunteer support for outreach and education • Coordinate community volunteers through its Community Solar Coach |
| Installer | <ul style="list-style-type: none"> • Provide free site assessments • Customer service and follow-up • Offer system pricing based on Solarize Mass Upton pricing • Provide turnkey system installation |
| Homeowners | <ul style="list-style-type: none"> • Contract with Installer(s) for solar installations • Encourage others to explore going solar |

4. INSTALLER SCOPE OF WORK

Installer(s) selected for the 2016 Solarize Mass Upton Program will 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. Installers will also play an integral role in public outreach and educational events coordinated under Solarize Mass Upton.

Once selected, the Installer will work with the Solarize Mass Upton representatives to finalize a marketing strategy specific to the community. Shortly thereafter, the Installer will participate in a “Meet the Installer” presentation, where the Installer will be introduced to the Community. Installers are encouraged to provide additional training for the Community Solar Coach -- the lead volunteer coordinating the program -- on the Installer’s operations or other relevant topics.

As leads are identified during the outreach process, the Installer will provide site assessments (as appropriate) and system designs for individual solar PV projects. The site assessment will evaluate a site’s suitability for solar PV, including shading, onsite load, and any electrical, structural, or mechanical issues that may increase the price of the solar PV project relative to the proposed baseline price. The Installer will be required to offer price proposals to potential program participants that include a detailed breakdown of any price adders that are in addition to the base pricing, clearly demonstrating that the customer is receiving pricing consistent with the Solarize Mass Upton Installer contract.

All projects must meet the requirements outlined in the Solarize Massachusetts Program Minimum Technical Requirements. See www.SolarizeMass.com for more information regarding these requirements.

Upon contracting, the Installer will be responsible for providing each customer with a turnkey service, which includes securing all local permits, and completing the project within one year of contract signing. In addition, the Installer will be expected to provide information regarding net metering, the sale of Solar Renewable Energy Certificates (“SRECs”), and any other federal or state incentives available to the customer.

The Installer must identify a process for handling leads that have non-feasible sites for solar PV. Examples may include offering individuals with non-feasible sites more information on other technology options, such as

energy efficiency or solar hot water, or requesting potential assistance in any Solarize Massachusetts volunteer opportunities.

The Installer will also provide the community representatives with weekly data as requested, including, but not limited to, the number of community initial interest contacts, number of site visits completed, number of feasible sites, number of signed contracts, and contracted capacity. The selected Installer will also participate in bi-weekly project management calls and will agree to share all communication email lists.

The Installer will be required to provide the Community and MassCEC with a final report outlining the total number of contracted customers within the community and the resulting prices that will be associated with each installation.

5. EXPECTED TIMELINE

A preliminary timeline for the Solarize Mass Upton program is outlined below. **Please note that this is an estimated timeline and dates are subject to change.**

| 2016 Solarize Massachusetts Schedule | Tentative Timeline |
|--|------------------------------|
| RFP for Solar Installers Released | September 6, 2016 |
| Deadline to submit question about the RFP | September 22, 2016 4:00 p.m. |
| Installer Proposals Due | September 29, 2016 2:00 p.m. |
| Threshold review of Installer Proposals | October 6, 2016 |
| Community-Installer Interview Day | October 13, 2016 |
| Announce Selected Solar PV Installers | October 27, 2016 |
| Outreach Strategy Development with Installer | November 10, 2016 |
| Meet the Installer Presentations | November, 2016 |
| Customer Sign-Up Period Begins | November, 2106 |
| Customer Sign-Up Period Ends | April 30, 2017 |

6. INSTALLER SELECTION PROCESS

Upon receipt of all Installer proposals, the Town of Upton will perform a threshold review to verify that all proposals are complete. Installer proposals that are received after the RFP submittal deadline will not be accepted. A designated Community Review Team² and Technical Consultant will evaluate each Proposal.

² No member of the Community Review team can be affiliated (either directly employed or contracted for employment) with a solar PV installation company.

The Community Review Team will be responsible for reviewing Installer proposals (along with a Technical Consultant) and initially selecting high-ranking Installers who will be invited to interview with Solarize Mass Upton representatives. Interviews will be conducted during October 2016. At the completion of interviews, the Community Review Team, with the assistance of the Technical Consultant, will select their preferred Installer. The Town of Upton will then contract with the selected Installer and begin the implementation of the program.

7. PROPOSAL REQUIREMENTS

Proposals must be received by 2:00 p.m. September 29, 2016. The proposal must be in electronic form and must be submitted to brobinson@uptonma.gov. "Solarize Mass Upton Installer Proposal" must appear in the email subject line. Please note that Solarize Mass Upton will not accept electronic signatures; please scan any required signatures. The email must include a list of all attached files and their file names. All file names must begin with the installer's name or abbreviation and be named so as to clearly identify the content. Preferred file formats are .pdf, .xlsx, or .docx. Each required proposal component, as listed below, should be in a separate file.

The Town of Upton, at its sole discretion, may determine whether a proposal is complete.

In order for an Installer to be eligible to submit a proposal, the Installer must:

1. Demonstrate experience and proficiency in solar PV installations. The Installer must have installed a minimum of ten (10) solar PV projects in Massachusetts.
2. Be, at minimum, a professional contractor licensed to conduct business in Massachusetts.
3. Include on the project team at least one electrician holding a valid and current Massachusetts electrical license enabling them to perform any electrical work on the solar PV projects.
4. Submit a proposal that meets all of the threshold review criteria outlined in Section 8 below before the proposal deadline.

An Installer proposal must include the following:

- Attach a completed *Proposal Checklist and Application Form* (Attachment 1 to this RFP. A Word template of the form is available on the Town of Upton's website at <http://www.uptonma.gov/procurement>)
- **Attachment A:** Pricing Contingencies / Cost Adders (Attachments 4 to this RFP. (An Excel template for listing pricing contingencies and cost adders is available at the Town of Upton's website at <http://www.uptonma.gov/procurement>)
- **Attachment B:** Review the draft *Upton – Installer Contract* (Attachments 5 and 5A to this RFP) and provide any comments
- **Attachment C:** Review the draft MassCEC – Installer Terms and Conditions (Attachment 6 to this RFP) and provide any comments
- **Addendum 1:** A template contract for a direct purchase project, a contract for a Lease/PPA option (if applicable), and contract language for a project receiving financing option (if applicable)

- **Addendum 1A:** Examples of typical Installer system proposals for direct purchase and Lease/PPA options based on base 8kWDC solar PV system, 90% average annual solar access, ideal panel orientation, and no financing.
- **Addendum 1B:** Example of proof of insurance provided to customers.
- **Addendum 2:** Example marketing documents that may be provided to residential customers
- **Addendum 3: Attach resumes or licenses (if pertinent) of key members of the Installer team**
- **Addendum 4: Attach proposed equipment specification sheets**
- **Addendum 5: Attach example email communication template, and, if applicable, other materials that would be provided to residents who are determined not to have a feasible site for solar**
- **Signed Non-Collusion Form and Tax Compliance Certificate**
- **Signed Certificate of Authority**

In order to streamline the proposal review process, the Community Review Team will not review additional documentation provided beyond the attachments and addendums listed above.

Once a proposal has been submitted, the Installer cannot contact any program volunteers, the Community Solar Coach, or the Municipal Representative of the Community. If it is determined that an Installer has made contact with members of the community volunteer team after submitting a proposal (outside of the formal RFP review process), the Installer’s proposal may be deemed invalid. Any questions about the RFP must be submitted in writing by 4:00 p.m. on September 22, 2016 as described in Section 2 General Instructions.

Components of Proposal Checklist and Application Template Components

[Note: A Word template of the Proposal Checklist and Application is available on the Town of Upton’s website at <http://www.uptonma.gov/procurement>]

- I. Installer Primary Point of Contact**
- II. Proposed Company Partners/Team:** Contact information for any partner organizations
- III. Proposed Equipment:** Identify specifications for equipment that will be used for projects going through the Program, including equipment manufacturer, model, warranties for equipment, inverters, racking, meters, and data acquisition systems, if applicable. MassCEC and the Community are interested in high quality as well as cost competitive equipment.
- IV. Proposed Services:** Clarify service-specific questions related to site assessments and installation, contracts, and site-specific services
- V. Installer Pricing Proposal:** Clarify pricing for direct purchase systems, and, if offered Lease/PPA systems. Outline the Purchase Price, the Lease/PPA Price (if offered), and the Lease/PPA financial incentive (if third-party ownership is offered). Clearly indicate if money is required up front by the customer for the Lease/PPA offering, if there is a pricing escalator, and how the pricing will change for sites of various solar access.

Financing Options: Installers are also welcome to provide financing mechanisms for customers under the Program, including loans, payment plans, or other mechanisms.

Pricing should include total installation costs, which includes system design, permitting, applicable materials and equipment, transportation, labor, a stamped structural letter, and all equipment and workmanship warranties. The price should be independent of any tax credits or incentives available to the customers. Alternative pricing structures or financial models will be evaluated as appropriate.

- VI. Expected High-Use Pricing Contingencies / Cost Adders:** For costs that are over and above the base tier pricing, the Installer must list any cost adders that are expected to be utilized for more than twenty five (25) percent of contracted projects. Common cost adders may include automatic reporting to the Production Tracking System, use of micro-inverters or DC optimizer technology (if not part of base pricing), and others. Installers should note common cost adders, and clarify the expected percent of systems that a cost adder may be applied. (Note: An Excel template for listing pricing contingencies and cost adders is available at the Town of Upton's website at <http://www.uptonma.gov/procurement>)
- VII. Executive Summary:** The Executive Summary should identify why the Installer is applying to the Solarize Mass Upton RFP, and summarize the highlights, key features and distinguishing points of the proposal, as well as any unique challenges identified by the Installer, along with proposed solutions.
- VIII. Company Information:** Describe the Installer company, including company size, financial stability, location, capacity for work, and access to various supply chains. Highlight relevant experience, skills and capabilities that would benefit Solarize Mass Upton, including, but not limited to, demonstrated experience with the sale and installation of solar PV projects in Massachusetts. The Installer should provide references for a minimum of ten (10) of its projects within the commonwealth.
- IX. Installer Team Members and Partners:** Identify all members of the project team, including but not limited to, partners assisting in financing, customer service, outreach, project installations, and SREC aggregation or brokerage. For each partner entity, provide a description of their role in the program and a brief description of the Installer's previous experience with that organization. Include an org chart (if not submitting a team diagram in the following section) outlining the various key individuals and partners, with a description of each. Note that Installers are welcome to propose multi-Installer partnerships; however one Installer must be the lead company on the proposal.

Application Narrative:

- X. Marketing Strategy:** Building off the existing Community marketing plan, outline a marketing plan that would be used to motivate residents to contract for solar PV under the program. Be sure to include information regarding how the Installer and Community representatives will work together to implement the marketing strategy. This section should also clarify any previous experience the Installer has with residential sales outreach efforts.

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XI. Program Operations Plan: Describe a plan to provide highly-responsive customer service under the Solarize Mass Upton program including timely lead contact, site assessments, installation services, and SREC aggregation. The operations plan should include:

- a. **Timeline:** Provide an expected timeline for the average residential lead under the program, from initial contact to contracting, to installation.
- b. **Proposal for sites that are not feasible for solar PV:** Outline the process by which the Installer team will handle leads that do not have feasible sites for solar PV. Offer example documentation or email templates of what a resident with a non-feasible site would receive. Describe whether a customer (even with a feasible site for solar PV) might be assisted in other renewable energy or energy efficiency efforts. For example this may include solar hot water, additional thermal technologies, weatherization, or other energy related efforts.
- c. **Geographic Proximity:** Provide a plan to address the Installer's geographic proximity to Upton and how this will affect the services provided.

XII. Installer Group Proposal: If applicable, demonstrate the benefit of responding to the RFP as a group. This should include information about any previous history of partnering and how communication, marketing, and outreach efforts will be coordinated.

Attachment A: Pricing Contingencies / Cost Adders Components

[Note: An Excel template for listing pricing contingencies and cost adders is available on the Town of Upton's website at <http://www.uptonma.gov/procurement>]

It is understood that features of certain installations will result in higher costs. Installers must outline specific electrical, mechanical, and structural, equipment, site, or labor features that will result in greater costs on the *Adder Form* (Attachment A). In addition, Installers must identify a maximum Purchase Price or Lease/PPA Price associated with more complicated installations and understand that an individual project price cannot exceed the base price plus the additional price. Adders should be listed as a \$/watt cost for purchased projects, and a \$/kWh cost for Leased/PPA projects. If applicable, Installers may also list an adder as a flat cost for purchased projects. Installers will be responsible for identifying individual projects that trigger additional pricing and will submit appropriate documentation to MassCEC for tracking purposes.

Addenda Components

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Addendum 1: Provide a copy of the standard agreement for purchase projects, and, if applicable, the standard agreement for Lease or PPA projects. The agreements should outline all of the terms and conditions for a customer under the program. For Lease or PPA offerings, the Installer should clearly identify any criteria in which a price escalator may be present for customers, and include a maximum range for the price escalator.

Addendum 1A: Provide examples of typical Installer system proposals for direct purchase and Lease/PPA options based on base 8kWDC solar PV system, 90% average annual solar access, ideal panel orientation, and no financing.

Addendum 1B: Provide example of proof of insurance provided to customers.

Addendum 2: Provide examples of marketing documents that could be provided to residential customers.

Addendum 3: Attach resumes, licenses, and/or certifications (if pertinent) of key members of the Installer team.

Addendum 4: Attach proposed equipment specification sheets.

Addendum 5: Provide an example email communication template or any other materials that would be provided to residents who are determined not to have a feasible site.

Other

Signed Non-Collusion Form and Tax Compliance Certificate

Signed Certificate of Authority

8. EVALUATION CRITERIA

All proposals must meet program objectives and must be responsive to the relevant scope of work and application requirements outlined above. Proposals will be evaluated on the general criteria below:

- **Threshold Requirements:** Proposals must meet a threshold review before they will be provided to the Community Review Team. To meet the threshold review, the following criteria must be met:
 - Complete proposal and attachments must be received by the Town of Upton before the RFP submittal deadline of 2:00 p.m. September 29, 2016. Proposals received after the deadline will not be accepted;
 - Installer has installed at least 10 solar PV projects in Massachusetts;
 - If a PPA/Lease is offered, there must be a Lease/PPA financial incentive available.

Once an Installer proposal passes threshold review, the Community Review Team and Technical Consultant will evaluate the proposal based on the following criteria:

- **Overall quality and value:** overall quality of proposal and partnership potential with Solarize Mass Upton;
- **Experience:** degree of Installer’s experience and proficiency in the scope of work, including demonstrated experience in developing, designing and installing small-scale solar PV systems. In addition, experience of Installer team in outreach activities;
- **Marketing plan:** ability of proposal to drive community adoption of solar PV projects and reduce prices of small-scale PV installations;
- **Implementation:** ability to provide timely, quality customer service and installations as well as ability to communicate and work in partnership with the Solarize Mass Upton team;
- **Financial stability;** years in business; timely payment of obligations; if financial statements are provided, debt to equity ratio, cash flow, accounts receivable, inventory and accounts payable turnover, consistency of earnings;
- **Price structure:** quality and simplicity of pricing proposal for Purchase Price (\$/kW) and if applicable, Lease/PPA Price (\$/kWh) or financial incentive. In addition, the value offered by the proposed equipment, price adders, price escalators, and contract terms and conditions;
- **Mass Solar Loan Expedited Installer:** being listed on the Mass Solar Loan Expedited Installer list at <http://files.masscec.com/solar-loan/MSLInstallerList.pdf> will be viewed favorably;
- **Demonstration of innovative concepts:** additional consideration will be given to Installers that can provide innovative business models, or have options for other technologies such as Solar Hot Water and energy efficiency.

The evaluation committee will assign a rating from 1 (very poor) to 10 (excellent) to the comparative evaluation criteria.

9. ANTICIPATED TERM OF CONTRACT:

Installers will be required to contract with the Town of Upton. It is essential, in order to meet the program goals and timelines, that Installers are prepared to execute a contract with the Town of Upton soon after their selection. Therefore, each applicant Installer must review the Terms and Conditions outlined in the *Draft Upton-Installer Contract* (Attachments 5 and 5A) and provide comments on those Terms and Conditions at the time of application. The Town of Upton’s selection of an Installer pursuant to this RFP does not mean that the Town of Upton accepts all aspects of the proposal, modifications to which may be requested and agreed to during contract negotiations.

The Town of Upton anticipates that the term of the contract with each Installer will commence in **October 2016** and continue for one year after the last system is contracted under the program.

10. QUESTIONS AND CONTACT INFORMATION

Any questions about the RFP must be received in writing by 4:00 p.m. September 22, 2016. Questions can be hand-delivered or delivered by U.S. Mail or delivery service to: Chief Procurement Officer, Town of Upton, 1 Main Street Box 1, Upton, MA, 01568, or emailed to brobinson@uptonma.gov. The answers will be posted at the Procurement portal on the Town's website at <http://www.uptonma.gov/procurement>.

11. NOTICE OF PUBLIC DISCLOSURE

As a public entity, the Town of Upton is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by Upton from an applicant is a public record subject to disclosure. Materials that fall under certain categories, however, may be exempt from public disclosure under a statutory or common law exemption.

12. CONTRACTUAL REQUIREMENTS

Upon the selection of a proposal, the Town of Upton and the selected Installer will execute a contract, which will set forth the respective roles and responsibilities of the parties. See Attachments 5 and 5A for a draft version of this contract.

13. COMMUNITY MARKETING AND OUTREACH PLANS

Upton/MassCEC has posted the marketing and outreach sections of The Town of Upton marketing plan, which can be found at <http://www.masscec.com/installer-resources-solarize-massachusetts>. Installers are welcome to review for more information on their proposed marketing and outreach plans for the 2016 Solarize Mass Upton Program.

14. WAIVER AUTHORITY

The Town of Upton reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to modify the anticipated timeline, to request modifications of the application, to accept or reject any or all applications received, and/or to cancel all or part of this RFP at any time prior to awards.

15. DISCLAIMER

This RFP does not commit The Town of Upton to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. Upton reserves the right to accept or reject any or all applications received, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in its best interests.

Attachments to 2016 Solarize Mass Upton Installer RFP

Attachment 1 – Installer Proposal Checklist and Application Form

Attachment 2 - Tax Compliance and Non-Collusion Statements

Attachment 3 – Certificate of Authority

Attachment 4 - 2016 Solarize Mass Pricing Proposal Adder Form

Attachment 5 – Draft Upton-Installer Contract

Attachment 5A – Exhibit 1 to Upton-Installer Contract - Required Terms and Conditions

Attachment 6 – Draft MassCEC-Installer Letter Agreement

Attachment 1 – Installer Proposal Checklist and Application Form

[Note: A Word template for this form is available at the Town of Upton’s website at:
<http://www.uptonma.gov/procurement>]

2016 SOLARIZE MASSACHUSETTS UPTON PROGRAM Request for Proposals Installer Proposal Checklist and Application Form

Note: It is the responsibility of the Installer to submit a complete proposal before the RFP deadline. Only complete proposals submitted prior to the RFP deadline will pass the threshold review and be considered for selection under the Solarize Massachusetts Upton Program. The deadline is September 29, 2016 by 2:00 PM.

| | |
|------------------------|--------------|
| Installer Name: | Date: |
|------------------------|--------------|

Installer Proposal Checklist (Include the following items in application submittal)

- Attach a completed *Proposal Checklist and Application Form*
- Attachment A:** Pricing Contingencies / Cost Adders
- Attachment B:** Review the draft *UPTON – Installer Contract Template*, and provide any comments
- Attachment C:** Review the draft MassCEC – Installer Terms and Conditions, and provide any comments
- Addendum 1:** Attach a copy of a template contract for a direct purchase project, a contract for a Lease and/or PPA option (if applicable), and contract language for a project receiving financing option (if applicable).
- Addendum 1A:** Attach examples of typical Installer system proposals for direct purchase and Lease/PPA options based on base 8kWDC solar PV system, 90% average annual solar access, ideal panel orientation, and no financing.
- Addendum 1B:** Attach example of proof of insurance provided to customers.
- Addendum 2:** Example marketing documents provided to residential customers
- Addendum 3:** Attach resumes or licenses (if pertinent) of key members of the Installer team
- Addendum 4:** Attach proposed equipment specification sheets
- Addendum 5:** Attach example email communication template, and, if applicable, other materials that would be provided to residents who are determined not to have a feasible site for solar
- Signed Non-Collusion Form and Tax Compliance Certificate**
- Signed Certificate of Authority**
- Submit completed application prior to Installer RFP Deadline (threshold requirement)

2016 Solarize Mass Installer Application Form

Note: Please type in responses - do NOT handwrite.

1. Installer Primary Point of Contact

| | |
|------------------------|------------------------------|
| Installer Company Name | Primary Contact Name |
| | |
| Primary Contact Email | Primary Contact Phone Number |
| | |

2. Proposed Company Partners/Team

Please complete as appropriate. There may be more than one partner in each category.

| | |
|--------------------------------------|--|
| Additional Installer Company Partner | SREC Aggregator/Broker Company Partner |
| | |
| Lease and/or PPA Company Partner(s) | Additional Financing Company Partner |
| | |

3. Proposed Equipment

A. Clarify the equipment that would be used for the default basic solar PV system package. The basic model should not include any optional equipment cost-adders. Also clarify if the National Electric Code rapid-shutdown requirement is met in the basic solar PV system package.

| Major Component | Manufacturer | Model Number |
|---|--------------|--------------|
| <i>Inverter(s)</i> | | |
| <i>PV Modules</i> | | |
| <i>Mounting System</i> | | |
| <i>Production Meter</i> | | |
| <i>Data Acquisition System</i> <i>(if standard offering)</i> | | |
| <i>Is NEC rapid shutdown requirement met in base solar PV package? (Yes / No)</i> | | |

B. List **all** proposed equipment to be used during the course of the program. **If selected, during the course of the Solarize Mass program, the Installer may only alter the list of approved equipment upon pre-approval by the Town of Upton and the Technical Consultant.**

| Major Component | Manufacturer | Model Number |
|---|--------------|--------------|
| <i>Inverter(s)</i> | | |
| <i>PV Modules (Please also include any premium modules noted in Attachment B)</i> | | |
| <i>Mounting System</i> | | |
| <i>Production Meter</i> | | |
| <i>Data Acquisition System</i> | | |

4. Proposed Services

Clarify all fields noted below. Where applicable, clarify Yes / No. If further clarification is needed, list any applicable notes below associated field.

Site Assessments and Installation

- _____ : Expected average number of full-time salespeople active in community during sign-up period
- _____ : Expected average number of part-time salespeople active in community during sign-up period
- _____ : Expected average number of physical site assessments conducted per week during sign-up period
- _____ : Average estimated number of installations per month
- _____ : Using installer data from previous solar PV installations, installer average time (in months) between project contracting and interconnection

Installer provides the following services:

Contracts:

Yes / No: Installer offers direct purchase option for residential systems

Yes / No: Installer requires up-front deposit at time of direct purchase contracting

If yes: Clarify deposit amount: _____

If yes: Clarify any conditions in which the deposit would be returned to the system owner if installation does not commence.

Yes / No: Installer offers financing options for residential direct purchase systems

If yes: Clarify further in 'Team Members and Partners section' of application below.

Yes / No: Installer offers lease option for residential systems

If yes: Clarify historic average of installations that are lease versus direct purchase systems: _____

Yes / No: Installer offers Power Purchase Agreement option for residential systems

If yes: Clarify historic average of installations that are PPA versus direct purchase systems: _____

Yes / No: Installer requires up-front deposit at time of lease and/or PPA contracting

If yes: Clarify deposit amount: _____

If yes: Clarify any conditions in which the deposit would be returned to the system owner if installation does not commence:

Yes / No: Installer offers direct purchase option for commercial systems

If yes: Clarify if any minimum size requirements, average installation timeframe, and other specifications as needed

Yes / No: Installer requires up-front deposit at time of direct purchase contracting

If yes: Clarify deposit amount: _____

If yes: Clarify any conditions in which the deposit would be returned to the system owner if installation does not commence:

Yes / No: Installer offers lease option for commercial systems

If yes: Clarify if any minimum size requirements, lease provider(s), and other specifications as needed

Yes / No: Installer offers Power Purchase Agreement option for commercial systems

If yes: Clarify if any minimum size requirements, PPA provider(s), and other specifications as needed

Yes / No: Installer requires up-front deposit at time of lease and/or PPA contracting

If yes: Clarify deposit amount: _____

If yes: Clarify any conditions in which the deposit would be returned to the system owner if installation does not commence:

Yes / No: Installer offers community shared solar option

If yes: Clarify model specifics

Yes/No: Installer has experience installing solar PV projects on properties with condo associations, and is open to contracting with a condo unit owner or condo association during the course of the program.

If yes: Clarify the following for the three below scenarios:

- a. *Single owner for 2-3 unit building*
- b. *Separate condo owners for 2-3 unit building*
- c. *Condo association of 4+unit condos*

Requirements for installer to contract with condo unit owner or condo association (ie. ownership of roof, legal approval from condo association). Clarify expected timeline for installations on properties with condo associations.

Yes/No: Installer has experience installing solar PV projects on multi-family buildings, and is open to contracting with a unit owner or multi-family building owner during the course of the program.

If yes: Clarify requirements for installer to contract with building owner or other parties.

Site-Specific

Yes / No: Installer subcontracts installation electrical or other work.

If yes, clarify expected percentage of systems would be installed with the assistance of a subcontractor, and what portions of the installation labor would be subcontracted.

Yes / No: Installer provides installation services on ground or pole-mounted solar PV systems

Yes / No: Installer provides installation services on slate-shingle roofs

Yes / No: Installer provides installation services on flat roofs or rubber membrane roofs

Yes / No: Installer provides installation of roof snow-guards or pest control devices if requested

Yes / No: If system owner needs to re-roof during lifetime of the solar PV system, installer provides services to remove and re-install solar PV array

If yes, clarify expected hourly or other fee for services.

Additional Services

At project completion, clarify what training on the solar PV system is provided to the homeowner. Additionally clarify what take-away documents are provided, such as a manual, 3-line diagram or other guidance.

Clarify installer process for recommending an aggregator or broker and assisting the system owner with the SREC registration process:

Warranties

Describe length and terms of workmanship warranty:

Describe length and terms of product warranties:

Additionally clarify labor costs on equipment warranty outside of workmanship warranty.

Request for Proposals

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6. Installer Pricing Proposals³

The bid must include a fixed dollar per watt (\$/W) Purchase Price. If a Lease and/or PPA option is being offered, the Lease and/or PPA Price must be provided in the form of a dollar per kilowatt hour (\$/kWh) price. **The base price should include all installation costs, which includes system design, permitting, applicable materials and equipment, transportation, labor, a stamped structural letter, and all equipment and workmanship warranties for a default base solar PV system.**

Please note that a Lease and/or PPA is not required in order to apply to the Solarize Mass program.

| | |
|--|---|
| Purchased Price (\$/W) | |
| Lease and/or PPA Price⁴ (\$/kWh)⁵ | Lease and/or PPA Price (at 90% optimal): _____ Down Payment at Contract (\$) ⁶ : _____ Escalator (%) ⁷ : _____ |
| Details on Lease and/or PPA Pricing Model | Explain any variations on the Lease and/or PPA model that will be provided. Outline the maximum range for pricing escalators that will be present in contracts: |
| Financing Option (e.g., SREC pre-purchase, loans, etc.) | |

Please additionally provide a summary of Lease and/or PPA Pricing based on alternate system production. Please complete the following, indicating what the price would be for a typical contract with the different production percentages, including the escalator.

³ Installer should include a standard agreement for a Purchase project and a standard agreement for a Lease and/or PPA project (if applicable) as part of Addendum 1.

⁴ If offering a Lease and/or PPA, provide a Lease and/or PPA price for a system that produces 90% of optimal production (see Solarize Mass and Mass Solar Connect Minimum Technical Requirements for how to determine optimal production). Provide information on how much money the typical customer will need to invest up front, and the typical contract escalator that is applied.

⁵ If a lease is offered, convert the payment to a \$/kWh price.

⁶ Indicate whether the typical customer will be required to put money down up front in order to lock in the Lease/PPA contract.

⁷ The Lease/PPA escalator is the rate by which the price will increase over the term of the contract.

| | | | | | |
|--|-------------|------------|------------|------------|------------|
| % of Optimal System Production | 100% | 95% | 90% | 85% | 80% |
| Lease and/or PPA Price (\$/kWh) | | | | | |
| Escalator (%) | | | | | |

7. Expected High-Use Pricing Contingencies / Cost Adders

For the cost adders referenced below, clarify the expected percent of residential solar PV projects contracted under the Program will use the cost adder and associated additional cost. In addition, add cost adders in Attachment A. that are expected to be used in more than fifty (50) percent of all residential solar PV projects contracted under the Program.

| <u>Cost Adder Name</u> | <u>Expected Percent of Systems with Cost Adder (%)</u> | <u>Added Cost (\$/watt) if applicable</u> | <u>Added Flat Rate Cost (\$) if applicable</u> | <u>Added cost (\$/kWh) if applicable</u> |
|--|--|---|--|--|
| <u>Automatic Reporting to the Production Tracking System</u> | <u>XX%</u> | <u>\$X.XX or n/a</u> | <u>\$X.XX</u> | <u>\$X.XX or n/a</u> |
| <u>Roof structural reinforcement</u> | | | | |
| <u>Upgrade electrical service</u> | | | | |
| <u>Upgrade to micro-inverters</u> | | | | |
| <u>Upgrade to premium panels</u> | | | | |
| | | | | |
| | | | | |

Please see Attachment A in order to clarify all cost adders that may increase the total cost for a potential Purchase and (if applicable) a Lease and/or PPA project (above the base tier pricing outlined in Section 7 above).

8. Executive Summary (Maximum 1 page without header)

The Executive Summary should identify why the installer is applying to the Solarize Mass Upton RFP, and summarize the highlights, key features and distinguishing points of the proposal, as well as any unique challenges identified by the Installer, along with proposed solutions.

9. Company Information (Maximum 2 pages without header)

Describe the Installer Company, including company size, financial stability, and location, capacity for work, and access to various supply chains. Highlight relevant experience, skills and capabilities that would be used to undertake this Program, including, but not limited to, demonstrated experience through the sale and installation of solar PV projects in Massachusetts. The Installer should provide references for at least ten (10) of its projects within the state.

10. Installer Team Members and Partners

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. As part of Addendum 4, attach résumés and copies of any licenses, if applicable, of all key individuals on the project. Note that Installers are welcome to partner together to submit a proposal.

Proposals may include the following:

- Identify any third-party financing partner(s) that will facilitate the Installer’s ability to provide a Lease and/or PPA Pricing, and the duration of the existing partnership (if applicable).
- Identify any financing partner(s) that will facilitate the Installer’s ability to provide customers with financing options, and the duration of the existing partnership.
- Identify any partnerships you provide to your customers to facilitate the sale of their SRECs.
- Optional: Propose a partner or contact who can install solar hot water systems, other renewable energy technology, or other energy efficiency measures.

Application Narrative

11. Marketing Strategy (Maximum 2 pages without header)

Outline a marketing plan that builds off of the Upton marketing plan that would be used to motivate residents to contract for solar PV under the program. Upton’s marketing plan can be viewed at:

- Describe what specific activities you would intend to engage in, in support of the community marketing strategy.
- Plan for communication with the volunteer team
- Include ideas on how to leverage Community outreach to generate leads that are more likely to move forward to contracts.
- Clarify any experiences the Installer has with residential sales outreach efforts in the past.

12. Program Operations Plan (Maximum 3 pages without header)

Describe a plan to provide good customer service for the participating residents, including timely lead contact, site assessments to interested customers, installation services, and SREC aggregation.

- Clarify intake process for customer leads, method for screening and contacting sites, and process for managing an increased volume of leads and projects.
- Outline how the installation process will be explained to the customer. 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.
- Provide a plan to address the Installer’s geographic proximity to Community and how this will shape the services provided.

13. Project Installation Timeline (Maximum 2 pages without header)

Provide an expected timeline for the average residential lead under the Program, from initial contact to contracting, to installation.

Additionally:

- Provide recommendations on ways the community volunteer team could assist with expediting the resident contracting process under the program.
- Outline how Installer will engage with customers regarding project installation timeline, and correlation with current state and federal incentive structure.

14. Clarify communication method for leads that do not have a feasible for solar PV

Outline the process by which the Installer team will communicate with leads that do not have feasible sites for solar PV (ie. primarily through email or phone communication). Describe if a customer (even with a feasible site for solar PV) might be assisted in other renewable energy or energy efficiency efforts through the Program. For example this may include solar hot water, additional thermal technologies, weatherization, or other energy related efforts.

Optional (Maximum 2 pages without header)

15. Installer Group Proposal

If applicable, demonstrate the benefit of responding to the RFP as a group, a history of partnering, and outline how communication, marketing, and outreach efforts will be deployed.

16. Authorized Applicant's Signature and Acceptance

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the Request for Proposals ("RFP") requirements. The undersigned acknowledges that all of the terms and conditions of the RFP are mandatory.

The Applicant understands that all materials, except certain materials that may be exempt under a statutory or common law exemption, submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in Section 11 of the RFP, and acknowledges and agrees that the Town of Upton has no obligation, and retains the sole discretion to select an Installer or Installers for the Solarize Mass Upton program as set forth herein, and that receipt of the proposal does not imply any promise of selection.

The Applicant understands that, if selected by the Community, the Applicant and Community will detail and execute a contract that outlines the respective roles and responsibilities of the parties.

I certify that the statements made in this application, including all attachments and exhibits, are true and correct to the best of my knowledge.

Applicant: _____
(Printed Name of Applicant Organization)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Attachment 3
Certificate of Authority

Give full names and residences of all persons and parties interested in the foregoing Proposal. Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.

| NAMES | ADDRESSES | ZIP CODE |
|-------|-----------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Kindly furnish the following information regarding the Proposer:

(1) If a Proprietorship:

Name of Owner: _____

| ADDRESS | ZIP CODE | TEL. # _____ |
|-----------------|----------|--------------|
| Business: _____ | _____ | _____ |
| Home: _____ | _____ | _____ |

(2) If a Partnership:

Full names and address of all partners:

| NAMES | ADDRESSES | ZIP CODE |
|-------|-----------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| BUSINESS ADDRESS | ZIP CODE | TEL. # _____ |
|------------------|----------|--------------|
| _____ | _____ | _____ |

(3) If a Corporation:

Full Legal Name:

State of Incorporation:

Principal Place of Business: _____ ZIP _____

Qualified in Massachusetts: Yes _____ No _____
Place of Business in Massachusetts: ZIP CODE _____ TEL. # _____

Authorized Signature of Proposer: _____

Title: _____

Date: _____

(Note: This form must be included in the Proposal submission)

Attachment 4

2016 Solarize Mass Pricing Proposal Adder Form

See next page.

**(Note: An Excel template of this form is available at the Town of Upton's website at:
<http://www.uptonma.gov/procurement>]**

Attachment 4 2016 Solarize Mass Pricing Proposal Adder Form

| | |
|----------------|--|
| Purpose | Outline below any additional costs that may increase the base pricing proposal (both Purchase and PPA/Lease Prices) as noted in Attachment A. The below cost adders in column A are listed as examples. Please add, remove or modify as applicable. Identify a maximum price increase for projects under the Program. In addition, provide a description of the cost adder in column E. Please note that as part of direct purchase projects, installers may note a cost adder using cost/watt OR as a flat rate cost adder. If selected, an Installer may only alter the list of approved cost adders during the course of the Solarize Mass program upon review and pre- approval by the technical consultant. |
|----------------|--|

Attachment B.2 Pricing Proposal **INSTALLER** – UPTON, MA

| Factors | Purchased Projects | | Lease/PPA Projects | Description of Cost Adder / Scope of Work |
|---|--------------------------|-----------------------|-------------------------|---|
| | Increased Cost (\$/watt) | Flat Rate Adders (\$) | Increased Cost (\$/kWh) | |
| Site Specific | | | | |
| Multiple roof arrays | | | | |
| Flat roof / Tilt racking | | | | |
| Standing seam metal roof | | | | |
| Steep roof (define) | | | | |
| Tall roof (define) | | | | |
| Pole or ground mounted system | | | | |
| Trenching (if not included in pole or ground mounted system cost) | | | | |
| No access to attic | | | | |
| Tree removal | | | | |
| Slate shingles | | | | |
| Squirrel / pest control system | | | | |
| Snow guards | | | | |
| Site Specific Sub-Total | 0.0 | 0.0 | 0.0 | |
| Structural | | | | |
| Reinforcing rafters | | | | |
| Stamped structural letter | n/a | | | Must be included in the base price |
| Structural Sub-Total | 0.0 | 0.0 | 0.0 | |
| Electrical | | | | |
| Line Side tap | | | | |
| Electrical panel upgrade | | | | |
| Electrical sub-panel | | | | |
| Meter upgrade/change | | | | |
| Interior conduit run | | | | |
| Electrical Sub-Total | 0.0 | 0.0 | 0.0 | |
| Other | | | | |
| Data Acquisition System: Automatic Reporting to PTS | | | | |
| Micro-inverters | | | | |
| Micro-inverter internal monitoring | | | | |
| DC Optimizers | | | | |
| High Efficiency modules (define) | | | | |
| Extended warranty (if applicable) | | | | |
| Annual maintenance (if applicable) | | | | |
| Small system adder (define) | | | | |
| Large system cost subtraction | | | | |
| SREC pre-purchase subtraction | | | | |
| Other Sub-Total | 0.0 | 0.0 | 0.0 | |
| Total Additional Cost | 0.0 | 0.0 | 0.0 | |

Attachment 5

Draft Upton-Installer Contract

**TOWN OF UPTON, MASSACHUSETTS
AGREEMENT FOR**

THIS AGREEMENT made this ___ day of _____, 20__ by and between the Town of Upton, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 1 Main Street, Box 1, Upton, MA, acting by and through its Town Manager, hereinafter referred to as the "Town", and _____, a Massachusetts corporation/partnership/sole proprietorship) having a usual place of business at _____, _____, MA _____, hereinafter referred to as the "Installer".

WITNESSETH:

Whereas, the Town invited the submission of a proposal for _____ "the Project"; and

WHEREAS, the Installer submitted a proposal in response to said invitation, and the Town has awarded the contract therefor to the Installer.

NOW, THEREFORE, the Town and the Installer agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the purchase description, if any, the Request for Proposals, Instructions to Bidders/Proposers, Scope of Services or Specification, and the proposal submitted by the Installer, including negotiated modifications to the Plan of Services, if any. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of a conflict between any of the Contract Documents, the document most favorable to the Town, in its sole determination, shall prevail.
2. The Work. The Work consists of participation in the Solarize Mass Upton program as the Installer, as more fully described in the Contract Documents as defined above.
3. Term of Contract. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof. ***(If the solicitation provided for an option to extend, insert the following:*** This Agreement may be extended for an additional term of _____, at the sole discretion of the Town, and any such option shall not be subject to the acceptance or approval of the Installer.)
4. Compensation. A. Not applicable. The Installer shall be compensated by its customers for solar PV systems pursuant to its contacts with those customers.

5. Liability of the Town. The Town's liability hereunder shall be to make all payments, if any, when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

6. Independent Contractor. The Installer acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and neither the Installer, nor its employees, agents, servants nor any person for whose conduct the Installer is responsible shall be considered an employee or agent of the Town for any purpose.

7. Indemnification. The Installer shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Installer's breach of this Agreement or the negligence or willful misconduct of the Installer, or the Installer's agents or employees.

8. Insurance.

A. The selected Installer shall obtain and maintain at its own expense, general liability and motor vehicle liability insurance policies protecting the Town of Upton in connection with any operations included in the contract. General coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. Workers' compensation insurance, in accordance with the requirements of Massachusetts law, will also be required.

B. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement, and at least ten (10) days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

9. Assignment. The Installer shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

10. Termination.

A. Termination for Cause. If at any time during the term of this Agreement the Town determines that the Installer has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Installer in writing stating therein the nature of the alleged breach and directing the Installer to cure such

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breach within ten (10) days. The Installer specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Installer fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Installer specifying the effective date of the termination. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Installer up to the date of such termination, and the Installer shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner.

B. Termination for Convenience. The Town may terminate this Agreement at any time for convenience by providing the Installer written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice.

11. Inspection and Reports. The Town shall have the right at any time to inspect the work of the Installer, including the right to enter upon any property owned or occupied by Installer, whether situated within or beyond the limits of the Town. Whenever requested, Installer shall immediately furnish to the Town full and complete written reports of its operation under this Agreement in such detail and with such information as the Town may request.

12. Royalties and Patents: The Installer shall pay all applicable royalties and license fees. In addition, the Installer hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the Town harmless from loss on account thereof.

13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Installer shall assign or transfer any interest in the Agreement without the written consent of the other. Notwithstanding the approval of any assignment by the Town pursuant to this paragraph, the Installer shall remain liable for the full performance of the terms of this Contract.

14. Compliance with Laws. The Installer shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Installer shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Installer to comply with the previous sentence.

15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered

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by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Installer submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

INSTALLER

TOWN OF UPTON

by

by its Town Manager

Printed Name and Title

399645

Attachment 5A

Exhibit 1 to Upton – Installer Contract Installer Required Terms and Conditions

Community shall ensure that in its contract with the selected installer that the installer agrees to abide by the following Program terms and conditions during the course of the program:

- a) Installer and Community agree to work cooperatively to implement the 2016 Solarize Massachusetts Upton Program (the “Program”) in the Community which will drive the community adoption of solar PV projects through a partnership with the Community;
- b) Installer agrees that the term of this Agreement begins as of the Effective Date and shall continue until the final PV system contracted under the Program is installed;
- c) Refer to the Program as “Solarize Massachusetts” in all community outreach materials and marketing efforts;
- d) Provide customers within the Community with pricing available at the appropriate single-price level, as outlined in the Installer’s competitive bid, to all customers under the Program;
- e) Utilize equipment listed in the proposal submitted by Installer for all projects contracted during the Program. If an equipment substitution is required during the course of the Program, the Installer is responsible for getting the MassCEC-appointed Technical Consultant approval in advance of contracting of the system;
- f) Include a disclaimer on all Installer customer intake forms and media (such as website and sign-up sheets) that outlines how customer contact information will be used under the Program and provide the customer with the ability to opt out of communications unrelated to solar PV installations under the Program;
- g) Provide objective information to enable customers to choose either the purchase, lease/power purchase agreement (if offered), or innovative financing (if offered) option;
- h) Track the total contracted capacity under the Program;
- i) Track the pricing associated with each project, and detail why a specific project requires a cost adder;
- j) If there are cost adders associated with a project, Installer must provide customer with a breakout of the cost adders required and their cost above the base pricing. This can be provided at or before contract signing directly in the Customer proposal or on a copy of the Cost Adder Form developed by MassCEC;

- k) Provide weekly metrics to the Community and MassCEC, which shall include, but is not limited to, the number of leads generated, the number of feasible project sites identified, the number of contracted projects, and the tracked information maintained by Installer pursuant to subsection h) and i);
- l) Agree and acknowledge that all contracted projects will meet the Solarize Mass and Mass Solar Connect Program requirements in the Solarize Mass and Mass Solar Connect Program Manual, and Minimum Technical Requirements;
- m) Coordinate with the Community to develop a plan to recommend alternative opportunities (i.e. through energy efficiency or other renewable energy projects) for customers without feasible sites for a solar PV project;
- n) Provide a mechanism to share the status of leads captured through the program such that they will be available to the core community volunteer team on a regular basis;
- o) Make a reasonable effort to track why customers decide not to contract for a solar PV project; and
- p) If requested by MassCEC, Installer shall agree and accept certain program terms with MassCEC including, but not limited to, to the use of MassCEC's logos, website, and the provision of certain program data.

Attachment 6
Draft MassCEC – Installer Letter Agreement

See following pages



Solarize Massachusetts Program MassCEC – Installer Draft Terms and Conditions

Month xx, 2016

Re: Solarize Massachusetts Program

Dear Installer,

Congratulations on your selection as the solar PV Installer for the 2016 Solarize Massachusetts Program (the "Program") in [community(ies)] (the "Community"). The Massachusetts Clean Energy Center ("MassCEC") and [community(ies)] are excited to collaborate with you.

This letter (the "Letter Agreement") will set out the mutual understanding between you (the "Installer") and MassCEC regarding the Installer's and associated team's participation in this Program, and shall be effective as of xx/xx/16 (the "Effective Date").

1. Solarize Massachusetts Program

- a) Installer and MassCEC agree to work cooperatively to implement the Program in the Community.
- b) Installer agrees that the term of this Letter Agreement begins as of the Effective Date and shall continue until the final solar PV system is installed (the "Term") under the Program.

2. MassCEC Commitment

MassCEC agrees to provide Installer with the following, provided that the Installer meets the terms and conditions in Section 3 of this Letter Agreement:

- a) Allow the Installer, in partnership with the Community, to utilize the MassCEC and Solarize Massachusetts logo for marketing and outreach purposes directly related to the Program in the selected Community and benefit from all goodwill associated therewith, for the purpose of the Installer and Community marketing to customers and attracting participation in the Program;
- b) Assist the Community and Installer with solar education programs in the Community; and



c) Coordinate a bi-weekly meeting between MassCEC, the Community Solar Coach and the Installer.

3. ***Installer Commitment and Deliverables***

The Installer agrees to meet the following terms and conditions for the duration of the Program. Failure by Installer to comply with these terms and conditions may impact Installer's ability to participate in future rounds of the Program:

- a) Cooperate and collaborate with MassCEC and the Community;
- b) Actively brand the Program as "Solarize Massachusetts" and include the "MassCEC" and "Solarize Massachusetts" logos on **all** outreach materials developed directly by the Installer;
- c) Dedicate a website, email, and phone number to the Program, and provide a link within the dedicated website to MassCEC's Solarize Massachusetts website (www.solarizemass.com);
- d) Collaborate with MassCEC on **all** press releases, events, or news conferences concerning the Program. In any media produced by the Installer, the Installer will not represent that positions taken or advanced by it represent the opinion or position of MassCEC or the Commonwealth of Massachusetts;
- e) Agree and acknowledge that all contracted projects will meet the Solarize Mass and Mass Solar Connect Program requirements in the Solarize Mass and Mass Solar Connect Program Manual, and Minimum Technical Requirements;
- f) Provide weekly metrics, as directed by MassCEC, which shall include, but is not limited to, the number of leads generated, the number of feasible project sites identified, the number of contracted projects, and the tracked information maintained by Installer;
- g) Provide MassCEC with customer and project information for each signed contract, including date contract signed, ownership type, system and site specifications, and list of cost adders;
- h) Provide MassCEC with copy of the MassCEC Cost Adder Form for each contracted project;
- i) Participate in any Community meetings organized by MassCEC;
- j) Upon request by MassCEC, provide feedback at the end of the Program to assist MassCEC in analysis of outreach strategies and drivers in increasing Community adoption of solar;



k) Provide to MassCEC email addresses of all customer leads acquired through the Program at the end of the Program; and

l) Provide any other information reasonably requested by MassCEC.

4. **Term and Termination**

a) This Letter Agreement may be terminated by MassCEC at any time for a material breach of any term of the Letter Agreement.

5. **Required Legal Terms and Conditions**

a) **Indemnification.** To the fullest extent permitted by law, the Installer shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth, MassCEC the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Program (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) the breach of any of the terms of this Letter Agreement or any false representation by the Installer, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Installer or any of the Installer's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, the Installer shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Installer or any of the Installer's agents, officers, directors, employees or subcontractors.

b) **Assignment.** Installer shall not assign or in any way transfer this Letter Agreement without the prior written consent of MassCEC.

c) **Public Records.** As a public entity, MassCEC is subject to the Massachusetts Public Records Law (set forth at M.G.L. c.66) and thus documents and other materials made or received by MassCEC and/or its employees are subject to public disclosure. All information received by MassCEC shall be deemed to be subject to public disclosure, unless the limited exception at M.G.L. c. 23J, Section 2(k) or another statutory exception applies. For more information, please see Chapter 66 of the Massachusetts General Laws.

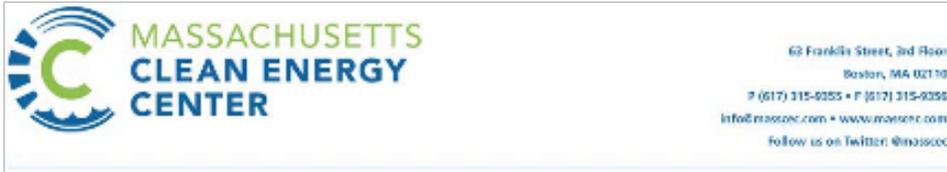
d) **Waivers.** Conditions, covenants, duties, and obligations contained in this Letter Agreement may be waived only by written agreement between the parties. Forbearance or



indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

e) Counterparts. This Letter Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows]



MassCEC looks forward to working with you to launch this innovative business model and increase solar adoption within the **[community(ies)]**. To acknowledge the terms and conditions referenced herein, please sign and scan one original copy of this letter and email to Solarize@MassCEC.com. Please maintain one original copy of this letter for your records.

Very truly yours,

MassCEC

By: _____

Name: _____

Title: _____

Date: _____

Accepted & Agreed

Installer

By: _____

Name: _____

Title: _____

Date: _____