

## **SOLICITATION FOR:**

RFP # 17-65 Net Metering Credits



## **CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 4/24/2017

**QUESTIONS DUE:** 5/12/2017 by 12PM EST

**DUE DATE AND TIME:** 5/24/2017 by 11AM EST

Anticipated Contract Award	6/15/2017
Est. Contract Commencement Date	7/1/2017
Est. Contract Completion Date	6/30/2037

### **DELIVER TO:**

**City of Somerville**

**Purchasing Department**

**Attn:** Michael Richards

Assistant Director

[mrichards@somervillema.gov](mailto:mrichards@somervillema.gov)

**93 Highland Avenue**

**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Proposal For:**  
RFP # 17-65 Net Metering Credits

**SECTION 1.0**  
**GENERAL INFORMATION ON PROPOSAL PROCESS**

**1.1 General Instructions**

All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in <b>Sections 2.0 - 4.0</b> ). <b>If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.</b>
A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. <b>An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.</b>
The Offeror's authorized official(s) must sign all required proposal forms.
The Price Form in <b>Section 4.0</b> must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

**1.2 Proposal Schedule**

<b>Key dates for this Request for Proposals:</b>	
RFP Issued	4/24/2017
Deadline for Submitting Questions to RFP	5/12/2017 by 12PM EST
Proposals Due	5/24/2017 by 11AM EST
Anticipated Contract Award	6/15/2017
Est. Contract Commencement Date	7/1/2017
Est. Contract Completion Date	6/30/2037

  

<b>Responses must be delivered by 5/24/2017 by 11AM EST to:</b>	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
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## 1.3 Submission Instructions

Please submit *two sealed envelopes, all within one sealed proposal package*, with the following contents and marked in the following manner:

<b>Contents of Sealed Proposal Package</b>	<b>Marked As</b>
<b>Envelope 1 Non-Price Technical Proposal:</b> Shall Include (1) original and two (2) copies, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	<b>To Be Marked:</b> Non-Price Proposal RFP # 17-65 Net Metering Credits
<b>Envelope 2 Price Proposal:</b> Shall Include one (1) original and one (1) copy.	<b>To Be Marked:</b> Price Proposal RFP # 17-65 Net Metering Credits
<b>Please send the complete sealed package to the attention of :</b>	Michael Richards Assistant Director Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

<b>Hall Hours of Operation:</b>	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **please make no reference to pricing in the non-price technical proposal.** Failure to adhere to this requirement will result in disqualification.

### Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (Section 3.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12).

***Elaborate format and binding are neither necessary nor desirable.*** Each proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All binders will allow for easy removal and replacement of pages.

### Cover Letter

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to

bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

## References

The Offeror shall list at least three relevant references, which the City can contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

## Price Proposal Format

### Price Summary Page (see Section 4.0.)

Proponent shall provide a virtual net metering credit price proposal for the first 20 years of a solar energy project's commercial operation. The City of Somerville prefers a fixed price per kWh over the term of the agreement with no inflation or escalator, but will consider other pricing proposals. Pricing can be expressed as a fixed price, fixed price with escalator, or a fixed discount. The price proposal shall include an annual guaranteed minimum number of net metering credits to be delivered by the project(s) for each of the amounts identified.

### Proposal Prices to Remain Firm

All proposal prices submitted in response to this solicitation must remain firm for 90 days following the proposal opening.

## 1.4 Questions

**Questions are due: 5/12/2017 by 12PM EST**

**Questions concerning this solicitation must be delivered in writing to:**

Michael Richards  
Assistant Director  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**  
mrichards@somervillema.gov

**Or faxed to:**

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Purchasing Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is:

<http://www.somervillema.gov/departments/finance/purchasing/bids>.

**If any proposer contacts City personnel outside of the Purchasing Department regarding this proposal/proposal, that proposer will be disqualified immediately.**

## 1.5 General Terms

### Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

### Proposal Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

### Time for Proposal Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

### Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. \*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

### Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

### Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post

addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

### **Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_\_\_" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

### **Right to Cancel/Reject Proposals**

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

### **Unbalanced Proposals**

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

### **Electronic Funds Transfer (EFT)**

For EFT payment, the following shall be included with invoices to the point of contact:

- Contract/Order number; Contractor's name & address as stated in the contract;
- The signature (manual or electronic, as appropriate) title, and telephone number of the Offeror's representative authorized to provide sensitive information;
- Name of financial institution; Financial institution nine (9) digit routing transit number;
- Offeror's account number; Type of account, i.e., checking or saving.

## **1.6 Evaluation Methodology**

### **Comparative Evaluation Criteria**

The Comparative Evaluation Criteria set forth in Section 2 of this RFP shall be used to evaluate responsible and responsive proposals.

All proposals will be reviewed by an evaluation committee composed of employees of the City and Meister Consultants Group, Inc. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFP and provided by the proposing vendors in their submissions.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

### **Selection Process**

The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to select a set of finalists to be interviewed ("the short list"). The short-listed applicants will be notified, either by e-mail or telephone, of the date, time, and place for their interviews and any other pertinent information related thereto. The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Committee will rank all candidates and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Offeror.

The City will award the contract to the most responsive and responsible Offeror whose entire proposal (technical and price) is deemed to be the most highly advantageous.

**RFP # 17-65**  
**SECTION 2.0**  
**RULE FOR AWARD /**  
**SPECIFICATIONS/SCOPE OF SERVICES**

**Rule For Award**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

**Background**

The City of Somerville seeks proposals from qualified and experienced renewable energy developers (hereinafter the “Proponent(s)”) who will sell solar net metering credits from Proponent-owned or leased sites within the Eversource utility service territory and NEMA ISO-NE load zone.

The City of Somerville is located in Middlesex County in eastern Massachusetts. Located on the Mystic River, Somerville borders the communities of Medford, Arlington, Cambridge, Everett, and Boston. The city occupies just over four square miles and has a population of 75,754. The City has an elected mayor-council form of government, and the council is called the Board of Aldermen. It is the desire of the City to purchase solar net energy metering credits for the benefit of the community, its citizens, and the environment, reduce energy costs, and reduce the region’s reliance fossil fuels. A Request for Proposals (RFP) is being issued to allow the City to evaluate multiple options and determine a project and financial arrangement that best meets the City’s interest.

Proposals are sought from entities in the business of financing, installing, owning, operating and maintaining solar photovoltaic (PV) generation facilities. Preference will be given to Proponents with site control, and a preexisting MassACA net metering credit reservation showing evidence of project construction readiness. The Proponents will be fully responsible to design, purchase, install, own, operate, maintain, service and repair the solar PV system(s).

- The City of Somerville intends to select and enter into a net-metering credit purchase agreement with the Proponent providing the most advantageous proposal based on the criteria described in this RFP.
- The City of Somerville seeks proposals for the purchase of Net Metering Credits from one or more sites with qualified Solar Net Metering Facilities. Whereas a qualified Solar Net Metering Facility is defined by 220 CMR §18.02; “Net Metering” is defined as set forth under Mass. General Laws Ch. 164 §§138-140 and 220 CMR §18.00; and “Net Metering Credit”(s) being defined as set forth in 220 CMR §18.00 and as specified in the Distribution Company’s Net Metering tariffs pursuant to 220 CMR 18.09(2) and 220 CMR 18.09(3); each as may be amended from time to time by a government authority.
- The intended contract is to be for a period of 20 years. The successful Proponent shall be required to enter into a contract with The City of Somerville according to a Net Metering Credit Purchase Agreement.

**Volume**

The City of Somerville seeks up to 12 million kWhs per year of net metering credits to match roughly 70% of the City’s electricity usage with net metering credits. However; the City fully recognizes the limitations of large-scale solar development within the Eversource/NEMA service territory/load zone and therefore expects to



receive offers in the range of 2-3 million kWhs per year. The City expects to be the Host Customer as defined by the Net Metering regulations 220 C.M.R. § 18.02.

Electricity generated from projects will be delivered to a suitable electrical grid interconnection point, and through the sale of net metering credits, applied to the City of Somerville property electric accounts. The Proponent will be responsible for all project development costs including but not limited to interconnection studies, local permitting, and any subsequent interconnection, and metering costs as well as development, construction, operations and maintenance of the solar electricity system.

The Proponent will retain all Solar Renewable Energy Certificates (SRECs) (or equivalent REC incentives), Environmental Credits, Tax Credits, and other credits or grants derived from the renewable energy project. The Proponent must comply with all municipal, state, and federal rules and regulations if awarded the contract.

## **Qualifications and Experience**

### *A. Company Profile*

- Year founded and number of continuous years in business.
- Total number of full time employees in local office at the time of submittal.
- Location of corporate office and local offices.

### *B. Financial Condition of Proponent*

- The Proponent must provide adequate documentation of the company's financial status, current bond rating, or other financial information necessary to Somerville to assess the Proponent's ability to reliably perform obligations under the expected agreement.
- Demonstration of an SREC sale contract or other evidence of a secured SREC off taker agreement

### *C. Project Team Profile*

- Identification of team leader with contact information.
- Identification of each business entity, person, or firm involved in the proposal and their role.
- Resumes of personnel directly involved with the development of the proposed PV systems
- History of the Project Team working together on similar projects
- Identification of the financing entity involved

### *D. Solar Project Experience*

- Identify the total capacity of operational solar electric installations completed by your company to date.
- Identify solar PV systems installed by your company and operating under a Power Purchase Agreement, start and completion dates, the total capacity of each project (in kW DC), length of a contract, location, and identity of the customer.
- Identify any solar PV systems currently contracted but not yet completed, including the total expected capacity of each project (in kW DC), location, expected capital finance structure, status of Applications for Cap Allocations (ACAs) within the Massachusetts System of Assurance of Net Metering Eligibility, and expected completion date.
- Provide up to three customer references including name, contact information and related project information.
- State whether there is any current litigation regarding any power supply, net metering credit, solar energy development, or other related matters involving the Company and any of its subsidiaries or off-balance sheet companies in which it has an interest. If there is any current litigation, provide a discussion of the current litigation.

*E. Methodology of Determining and Guaranteeing Electricity Generation*

- Describe the firm's methodology for determining net-metering savings
- Provide a measurement and verification strategy for metering electricity generation.
- Indication and description of system performance monitoring and a performance guarantee.

*F. Project Site Description*

- Provide evidence of site control for projects which will supply net metering credits (whether site lease or lease option) as well as local permitting status for each project.
- A brief description of main components, including modules, inverters, and racking system.

*G. Operations and Maintenance*

- Explain how this proposal will minimize risk and maximize return for The City of Somerville.
- Describe the plan for maintaining the solar PV installation.

*H. Licensing and Insurance:*

- A list of all relevant state-specific contracting licenses held.
- A list of any electrical, structural, and/or mechanical engineering licenses held by firm members.
- Evidence of insurance limits including Commercial General Liability Limits, Commercial Automobile Liability Limits, Professional Liability Limits, Worker's Compensation Insurance, and any additional coverages.

**Comparative Evaluation Criteria**

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

<b>Proposal Price</b>	<b>20 points</b>
<b>Quality of Past Projects/Project Team History</b>	<b>10 points</b>
<b>Personnel Qualifications and Availability</b>	<b>10 points</b>
<b>Financing Capabilities</b>	<b>15 points</b>
<b>Demonstration of Net Metering Cap Allocation (ACA)**</b>	<b>15 points</b>
<b>Approach and Schedule</b>	<b>10 points</b>
<b>Performance Guarantee and Monitoring Plan</b>	<b>10 points</b>
<b>Site Control/Permitting Status</b>	<b>10 points</b>
<b>Total</b>	<b>100 points</b>

**Period of Performance**

The period of performance for this contract is expected to be 20 years. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

**Place of Performance**

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

**Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

**Vendor Personnel**

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

**Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

**Deliverables**

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

**RFP # 17-65**  
**SECTION 3.0**  
Net Metering Credits  
**PROPOSERS' CHECKLIST**

**Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.**

**Non-Price Proposal**

**Required with Sealed Proposals**

- ☐ Cover Letter
- ☐ Acknowledgement of Addenda (if applicable and non-price related)
- ☐ Quality Requirements
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Reference Form (or equivalent may be attached)
- ☐ W9

**Required with Contract, *Post Award***

- ☐ Certificate of Good Standing (will be required of awarded Vendor; please furnish with proposal if available)
- ☐ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

**Price Proposal**

- ☐ Acknowledgement of Addenda (if applicable and price related)
- ☐ Price Form

## Quality Requirements Form

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, or 3, or a failure to respond to any of the following minimum standards may result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	Proposer has at least 5-years of experience developing solar PV projects		
2.	Proposer has demonstrated experience working in Massachusetts		
3.	Proposer has demonstrated at least five (5) operating solar PV projects with municipal off-takers and similar net metering credit agreements		
4.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

### Qualifications & Experience

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures.

Form:\_\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



## **Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

### **A. NON-COLLUSION FORM**

I, the undersigned, hereby certify 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:** \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

**Name of Business or Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Name of Business or Entity:** \_\_\_\_\_

**Social Security Number or Federal Tax ID#:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **Certificate of Authority (Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual \_\_\_\_\_  
**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected \_\_\_\_\_ of said Corporation.  
**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on \_\_\_\_\_  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**(Date Must Be on or after Date Officer Signed Contract/Bonds)**



**Certificate of Authority  
(Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

\_\_\_\_\_,  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.

3. The LLC is managed by (**check one**) a     Manager or by its     Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:**\_\_\_\_\_

**Date:** \_\_\_\_\_





**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of “Living Wage”:** For this contract or subcontract, as of 7/1/2016 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.31 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

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\* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:\_\_\_\_  
Contract Number:\_\_\_\_\_

CITY OF SOMERVILLE

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Title:** \_\_\_\_\_

**Name of Vendor:**\_\_\_\_\_

**Date:** \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2016** is **\$12.31** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

#### A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

#### B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

#### C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.

#### Certificate Should Be Made Out To:

**City Of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143**

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
c/o PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### **IMPORTANT NOTICE**

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

**RFP # 17-65**  
**SECTION 4.0**  
**PRICING**

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:  
 Net Metering Credits

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **5/24/2017 by 11AM EST**
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 3.0.)
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

**Please provide Unit Price for the following and include any additional fees not listed:**

GUARANTEED ANNUAL OUTPUT	_____ kWh/year
ESTIMATED ACTUAL ANNUAL OUTPUT	_____ kWh/year
ANNUAL SYSTEM DEGRADATION FACTOR	_____ % per year
ELECTRICITY (NET METERING CREDIT) PRICE	\$_____ per kWh during the first Contract Year of the Term
ELECTRIC (NET METERING CREDIT) PRICE INCREASE FACTOR	_____ % per year
OR FIXED ELECTRIC (NET METERING CREDIT) DISCOUNT FACTOR	_____ % per year
ESTIMATED ENERGY SAVINGS	\$ _____ per year

**Name of Company/Individual:**

**Address, City, State, Zip:**

**Tel #**

**Email:**

**Signature of Authorized Individual**

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

**ACKNOWLEDGEMENT OF ADDENDA:**

**Addendum #1** \_\_\_\_ **#2** \_\_\_\_ **#3** \_\_\_\_ **#4** \_\_\_\_ **#5** \_\_\_\_ **#6** \_\_\_\_ **#7** \_\_\_\_ **#8** \_\_\_\_ **#9** \_\_\_\_ **#10** \_\_\_\_



**APPENDIX A**  
**City's General Terms and Conditions**

The City of Somerville recognizes that this is not an on-site project; however, the terms and conditions of an agreement should reflect best-practices and be consistent with the relevant contracting terms found in the Mass. DOER Model EMS Contract for Onsite Energy Generation. Available at:

<http://www.mass.gov/eea/docs/doer/green-communities/pubs-reports/municipal-ems-for-onsite-energy-generation-only-12-12-14.docx>