

REQUEST FOR PROPOSALS

For Procurement and Installation of a Solar Power System on the Roof of the Washington Engine Firehouse at 81 North Riverside Avenue in Croton on Hudson

Village of Croton-on-Hudson

1 Van Wyck Street

Croton-on-Hudson, NY 10520

Issue Date: February 25, 2022

Proposals Due By: April 4, 2022

Contents

1. Executive Summary.....	4
2. Background	4
3. Project Scope of Work	5
Project Description.....	5
Site Description.....	5
Site Work and Maintenance Requirements.....	5
Community Engagement	6
Local Business Utilization.....	6
Award.....	6
Surety Bond.....	6
Insurance.....	7
Subcontracting	9
Indemnification.....	9
Compliance with Laws	9
Prevailing Wage	9
Governing Law, Venue	9
Respondent Due Diligence.....	9
4. Timeline.....	9
5. Submission of Questions.....	10
6. Informational Respondent Meeting and Site Visit.....	10
7. Submittal	10
8. Proposal Requirements.....	11
Table of Contents.....	11
Section 1 – General Respondent Information	11
Section 2 – Experience & Qualification.....	11
Section 3 – Proposal Narrative.....	13
Section 4 –Technical Proposal	13
Section 5 – Price Proposal.....	14
9. Evaluation Criteria.....	14
Overview of Evaluation Process.....	14
Appendix 1: Site Description.....	15
Appendix 2: Price Proposal Template	16

Appendix 3: Certificate of Non-Collusion.....	17
Appendix 4: Surety Bond Form.....	18
Exhibit A – Description of Property.....	19
Exhibit B – Photos of Premises.....	20

1. Executive Summary

The Village of Croton-on-Hudson (the “Village”) seeks proposals from solar energy developers (“Respondents”) to procure, install, warranty, and maintain (as indicated below) on the rooftop (“the Site”) of its Washington Engine firehouse at 81 North Riverside Avenue in Croton on Hudson, NY (“the Facility”), subject to the Village’s continued rights to that facility thereon a photovoltaic (PV) energy system (“Solar Energy System” or “System”).

It is the desire of the Village to site a solar energy system for the benefit of the Village and the environment. This Request for Proposals (RFP) is being issued to allow the Village to evaluate options and determine the project and financial arrangements that best meet the Village’s interest. The Village notes that it is not seeking proposals for leasing the system or the rooftop space and will instead be an off-taker of all power from the solar energy system. The goal of this RFP is to maximize the system’s output while minimizing both operating cost to the Village and Scope 2 greenhouse gas (GHG) emissions resulting from operation of the Facility, within financial limitations delineated below. Proposals for other types of arrangements will not be considered.

The Village will evaluate all proposals and reserves the right to select the proposal that provides the best economic and technical solution. The Village has the right to accept any bid even if it does not provide the maximum power output or lowest operating cost and Scope 2 emissions. Proposals will be evaluated against other proposals received. In addition to other rights reserved herein, the Village reserves the right to cancel this RFP in its discretion and to choose not to proceed.

All Proposals prepared in response to this RFP are at the sole expense of the Respondent, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the Village for the expenses of preparation. The Village shall not be liable for any expenses incurred by the Respondent in development of this proposal.

2. Background

The Village is located in Westchester County and is home to about 8,000 residents and has about 3,000 households.

The Village wishes to bring this project to our community with the goals of expanding the Village’s and its residents’ participation in the energy of the future, reducing greenhouse gas (GHG) emissions, to benefit from the lower electric costs, and the local job creation associated with it. The Village has received financial grants from the New York State Energy and Research and Development Authority (NYSERDA) to cover all costs described herein. The Village will not, under any circumstances, provide additional funds.

The Village is interested in procuring and installing a solar energy system on the rooftop of the Facility describe above. The Village has the following prioritized goals for the project:

1. Cut operating costs of the Facility through ownership and use of the System.
2. Reduce Scope 2 GHG emissions of the Facility.
3. Within financial limitations described below, advance the community’s environmental sustainability and leadership goals.

3. Project Scope of Work

Project Description

The Village wishes to utilize all of the Site described in Appendix 1. The financial arrangement will include purchase of all equipment needed to install and operate the System, including a minimum 4-year warranty and other conditions described in the latest version of NYSERDA's NY-Sun Con Edison Program Manual. The Village will take and use at the Facility all electric output generated by the System.

The selected Respondent will be responsible for the System's design, engineering, permitting, installation, testing, operation, maintenance, repair, management including, without limitation, procurement of the solar photovoltaic equipment and related services, including any necessary changes to the utility service. The successful Respondent will be solely responsible for commissioning, interconnection, metering, and for providing security for the system during installation and startup operation. The successful Respondent shall be responsible for all project costs including, but not limited to: the furnishing of all materials, services, labor, performance and payment bonds, insurance, and other costs incurred in the preparation of this response and the performance of the contract.

Proposals should detail the estimated AC and DC capacity of the System, an estimate of expected annual and lifetime kWh production using PVSYST or comparable software using local TMY3 weather data, and the associated annual utility cost savings to the Village for use of the System.

The System design shall comply with OSHA and all applicable building codes.

Proposals should provide the Village with a real time five-second (or shorter) interval cloud-based platform and a dedicated display where the electrical generation in kWh and kW peak may be monitored, and historical generation (also on a five-second or shorter granularity) may be downloaded in Excel Format.

Responses to this RFP must provide a proposal for the System (addressing all individual sections) on the Site that is aesthetically pleasing and minimizes operating costs to the Village. The Village is not interested in utilizing ground-mounted solar, clearing forested land for solar installation, or other solar siting options.

Site Description

The potential host Site is described in Appendix 1 attached to this RFP.

Before submitting a proposal, each Respondent shall familiarize itself with the Site and Facility as necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFP. The selected Respondent will be responsible for conducting any additional studies it may require, at its own cost and risk, prior to entering the installation agreement and/or in conjunction with the development of the System. The Village intends to continue use of the Site on an "as is" basis.

Site Work and Maintenance Requirements

The successful Respondent shall be responsible for the design, permitting, construction, and maintenance of all site work, drainage, erosion controls, and landscaping associated with the System

and rooftop area. The proposal shall include information on how construction will take place in a manner to minimize disturbance to the Facility which may be in use at all times. The successful Respondent shall be solely responsible for the cost of disposal of any materials not used by System which shall be undertaken in accordance with all applicable regulations. Existing roof drainage shall not be compromised by the System.

The successful Respondent shall be responsible for maintaining all aspects and parts of the System for at least 4 years after its startup date.

The successful Respondent shall be responsible for the installation and maintenance of site-specific safety and security requirements or other measures as are required to comply with all necessary permits and approvals.

Community Engagement

The successful Respondent will not be responsible for any public outreach or educational events for community members.

Local Business Utilization

It is in the best interest, but not a requirement, of the Respondent to give a preference to subcontracting with local businesses, recruiting from the local labor force, and providing education or other benefits to local students particularly inside Village limits. The Village also encourages all Respondents to include minority and small business participation, including those owned by women, veterans, and disadvantaged individuals. Respondents should include in their proposals appropriate goals for local employment, including for both the construction and operation periods of the project, providing a brief description of the number and types of jobs expected to be created in the Village.

Award

Based upon the results of the evaluation of the proposals and interview process (if applicable), a recommendation will be developed and submitted for approval by the Village's Board of Trustees.

All Respondents shall submit a proposed Installation Agreement. Upon Award the Village and Respondent will negotiate the final Agreement terms.

If the Village and the most qualified Respondent are unable, within 60 days following the Village's notice of commencement of negotiations with a Respondent (or such longer period of time as the Village may deem appropriate), to negotiate satisfactory Agreements with that Respondent within the financial limitations described below, the Village may negotiate with the next highest-rated Respondent. The Village reserves the right to waive any and all informalities and to award the proposal on the basis of the above procedures to the Respondent it deems most qualified or terminate the process at any time without making an award.

Surety Bond

The selected Respondent will be required to provide the Village with 100% payment and performance bonds from a surety company licensed to do business in the State of New York and whose name appears on United States Treasury Department Circular 570.

Insurance

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor/Provider" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

1. Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU (i.e., Explosion, Collapse, and Underground Hazard coverage when grading, trenching, or digging underground to a depth of greater than 12 inches)
 - G. The Village and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against the Village and its assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - K. General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
2. Worker's Compensation and Employers Liability Policy, covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.
3. N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1.
4. Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.

- a. Village and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - b. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against the Village, and its assigns, officers, employees, representatives and agents. Coverage shall apply on a primary and non-contributory basis, including any self-insured retentions
5. Umbrella Liability, with limits of no less than \$5,000,000 Each Occurrence/\$5,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
6. Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
7. Professional Liability (if applicable), with limits no less than \$1,000,000 per claim / \$1,000,000 Aggregate. If a retroactive date is used, it must pre-date the inception of the contract. The Village is to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village
8. Environmental Clean-Up, if applicable. Coverage for the removal of pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence / \$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract. The Village is to be included as an additional insured on a primary, non-contributory basis and a waiver of subrogation needs to be included in favor of the Village.
9. Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
10. Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village. Policies that lapse and/or expire during term of work shall be recertified and received by the Village no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Village Certificates of Insurance as evidence of coverage prior to commencement of work and naming Village as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village. The failure of the Village to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village. The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Subcontracting

Except as to the extent contemplated in the response and permitted in the contract, the contract will prohibit the assignment or subcontracting without the Village's express prior written approval.

Indemnification

All contracts will require that the contractor hold harmless and indemnify the Village and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor or any subcontractor or by anyone who supplies materials for the Project.

Compliance with Laws

All contracts will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

Prevailing Wage

Prevailing wage must be assumed unless the developer can provide evidence from the New York State Department of Labor that prevailing wage does not apply to this project.

Governing Law, Venue

All contracts entered into by the Village shall be governed by the Laws of the State of New York, without effect to its conflict of laws provisions. Any disputes shall be resolved within the venue of the State of New York. The Village will be required to comply with SEQRA.

Respondent Due Diligence

Information provided in the RFP is for general information purposes only. It is the Respondent's responsibility to conduct due diligence on the Site. Submission of a response shall be conclusive evidence that the respondent has examined the Premises and is familiar with all the conditions of this procurement.

4. Timeline

EVENT	TARGET DATE
Issuance of Request for Proposal	February 25, 2022
Informational Respondent Meeting and Site Visit	March 8, 2022
Deadline for Submission of Questions	March 14, 2022
Village Issues Responses to Respondent Questions	March 18, 2022
RFP Submission Deadline	April 4, 2022

5. Submission of Questions

The Designated Contact Person during the RFP period is Bryan Healy, Village Manager. Other than questions, all communication of any kind regarding this RFP during this period must be made via Mr. Healy. All questions and inquiries regarding this RFP must be submitted via email to fbalbi@crotononhudson-ny.gov and laudin@crotononhudson-my.gov no later than March 14, 2022. Questions submitted in writing must include the firm name and the name, title, address, telephone number, and email address of the individual submitting the question. Any questions regarding proposal requirements or specifications received after this date and time will not be considered for response.

Questions will not be answered directly. The Village will issue an addendum to address the written questions submitted by the deadline. Any addenda will be posted by bhealy@crotononhudson-ny.gov to all attendees at the mandatory site visit.

6. Informational Respondent Meeting and Site Visit

The Village will hold a mandatory meeting for all interested Respondents on March 8, 2022, at 12:00 noon at the Washington Engine firehouse meeting room at 81 North Riverside Avenue, Croton-on-Hudson, NY 10520. Enter only on the south side of the building (i.e., the High Street side). It is mandatory that all interested Respondents attend in order to familiarize themselves with existing conditions and project requirements. Respondents interested in attending must confirm attendance by contacting Mr. Healy at least one day in advance. Social distancing will be maintained and if necessary the location may be changed. Only one person from each firm may attend.

7. Submittal

Responses must be submitted electronically to the Village by April 4, 2022 at 4:00 p.m. All responses shall be sent to Bryan Healy at bhealy@crotononhudson-ny.gov. Within the emailed package, the Respondent shall include a cover letter with the signature, name, and title of the person authorized to submit the proposal on behalf of the Respondent. The Respondent shall enclose one (1) electronic version in a searchable text format (in Adobe Acrobat (pdf) format of the proposal. The subject line of the email shall read:

“Response to Procurement and Installation at the Washington Engine firehouse of a Rooftop Solar PV System for Solar Power Production”

It is the Respondent’s responsibility to see that its proposal is delivered within the timeframe prescribed. The right is reserved, as the interest of the Village may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof.

All materials submitted in response to this RFP become the property of the Village and become public records after the award of contract, except for information not subject to disclosure pursuant to New York State Public Officers Law, Article 6 ("FOIL").

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under FOIL, other state and federal laws or which may be required by judicial decree). FOIL may provide an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of the

Proposer. Should the Proposer's proposal contain any such trade secrets or other confidential or proprietary information, a request to exempt such information from disclosure must be submitted with the proposal identifying the trade secrets specifically and stating the reasons why the information should be exempt from disclosure. Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Should any litigation be commenced regarding disclosure of any such information, the Proposer shall be responsible for defending same and for paying any costs incurred by the Village in connection therewith.

8. Proposal Requirements

These instructions outline the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

Table of Contents

Proposals shall include a Table of Contents listing the individual sections of the proposal and their corresponding page numbers.

Section 1 – General Respondent Information

- **Transmittal Letter** - Each Respondent's response should include a transmittal letter signed by a party authorized to make a formal bid on behalf of the Respondent. The letter shall clearly indicate that the Respondent has carefully read all the provisions in the RFP. Transmittal letters should also acknowledge receipt and understanding of any Addenda associated with the project. Include the name, title, address, telephone number, email address and fax number of the individual the Village should contact concerning the Respondent's proposal.
- **Executive Summary** - Provide an overview of the proposal (not more than two pages) describing the highlights of the response and summarizing how your firm will meet the needs and goals of the Village.
- Executed **Certificate of Non-Collusion** in Appendix 3.

Section 2 – Experience & Qualification

This section shall discuss the highlights, key features, and distinguishing points of the proposal.

- Company Overview
 - Provide a document with the following company information.
 - Year founded and number of continuous years in business
 - Ownership status (public or private company, LLC, LLP, S-Corp, Sole Proprietor)
 - Federal Tax Identification Number
 - Corporate & Local Office location
 - Number of employees in corporate & local office at time of submittal
 - Your firm's Experience Modification Rate (EMR) for each of the past three years and your firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three years

- A description of any ongoing or previous litigation your firm has been involved in and a statement that the Respondent is not debarred, suspended or otherwise prohibited from practice by any federal, state, or local agency
- Project Team
 - Provide information about the key personnel to be assigned to this project.
 - Project Team organizational chart including all key personnel and their proposed roles
 - Provide resumes, in an appendix, for all key personnel that will be assigned to this project
 - Provide evidence of all relevant licenses held by your firm to do work in New York State, attach list and copies of documents as an appendix
- References
 - Provide references for at least three completed and currently operating non-residential grid-connected rooftop PV systems, with preference towards New York municipalities. Include the following information:
 - Location and Utility Company name
 - System size (kW DC)
 - Metering for power production
 - Date completed
 - Host Customer and/or Owner contact data (name, email, address, phone)
 - Color photographs of each installation
- Project Development Experience
 - Provide the total number of megawatts (AC) of solar PV your firm has constructed over the last five (5) years and the number of projects involved.
 - Provide the total number of megawatts (AC) of solar PV your firm has constructed over the last five (5) years in New York and the number of projects involved.
 - Provide total number of megawatts (AC) and projects of solar PV your firm has constructed on rooftops of non-residential facilities.
 - Provide the number of operational solar rooftop systems under your firm's management.
 - Detail the types of customers your firm has worked with in the past (for example, residential, commercial, nonprofit, or government).
 - Describe your firm's implementation of solar rooftop construction standards and other safety measures.
- Project Financing Capability
 - Provide number of PV systems that have been installed by you other than on single-family residences.
 - Provide most recent audited financial statements, annual reports, consolidated financials, and Form 10-K (if any). If available, provide similar materials for parent entities, significant affiliates and collaborators.
 - Provide proof of installation of past solar projects: source(s), dollar value, and dates.

Section 3 – Proposal Narrative

Provide a detailed plan of the proposed project. Project plans must include the following:

- **Project Management Plan**
 - Provide a detailed narrative description of the approach for installing the proposed project, including how the Respondent will work with subcontractors, municipal agencies, and other relevant stakeholders. Detail how the Respondent will approach special site considerations such as the limited access to the Facility's rooftop.
 - Provide a detailed description of each task and delivery. Include a project schedule indicating key milestones and durations of various activities.
 - Respondents must demonstrate a firm understanding of permits required to successfully execute the project and the requirements for dealing with the local utility for interconnections and related issues. The selected Respondent will be responsible for all necessary environmental testing, permitting, and compliance. To the extent possible, Respondents should identify the regulatory and permit conditions relevant to their proposals, potential conflicts between the project and existing permit conditions, and variances that might be required.
- **Project Financing Plan**
 - Provide an acknowledgement of understanding that this project will be financed using two NYSERDA grants totaling \$90,000 such that no additional funds will be provided by the Village or private sources. Describe in this plan all available tax credits, incentives, and subsidies that will be used other than the NYSERDA grants to price the project, e.g., NY-SUN incentives.
- **Operations and Maintenance Plan**
 - The Respondent will be responsible for Maintenance services for at least 4 years after the startup date of the System. Describe the proposed procedures for maintaining the system, detailing duties performed and if the maintenance will be performed by the Respondent or a third-party provider.
 - The Respondent shall restore the non-System portion of the property to its condition as it existed before the System was installed, pursuant to measures which may include the following :
 - Removal of all operator-owned equipment, concrete, conduits, structures, fencing, and other items used during the installation.
 - Removal of any solid and hazardous waste resulting from the installation in accordance with local, state and federal waste disposal regulations.
- **Local Business Utilization Plan**
 - Respondent shall submit a proposed local business utilization plan and must make a good faith effort to hire local business enterprises on the project. The utilization plan must demonstrate how this requirement will be met.

Section 4 –Technical Proposal

The solar energy system proposed under this RFP must conform to industry best practices and standards for contractors receiving NY-SUN incentives. Descriptions of System Design and Components are not binding at the proposal stage, but this information will be used to evaluate Respondent proposals.

- **Components:** Include an overview of the proposed PV system, including brief descriptions of the main components (at minimum modules, inverters, support structures, and monitoring system) including manufacturer and warranty information. Respondents are encouraged to provide specification sheets for any proposed technologies as an appendix.
- **Design:** Include Preliminary Drawings for the proposed PV system that include (at a minimum):
 - System size (in kW DC and kW AC)
 - Location and mounting of modules (including tilt) and support structures for the panels
 - Location of inverters
 - Any other site-specific information that will aid in overall evaluation including how the warranty on the new membrane roof will be maintained to the Village's satisfaction.
Note: the contractor will be held responsible for any damage, including water damage, caused by its installation of the system.
 - Verification by a structural engineer that support structures will bear the additional load
- Distance to, and details of, the utility interconnection must be determined by the Proposer as part of its design.
- **Expected System Generation**
 - Provide estimated annual production of the proposed solar project for years 1-25 inclusive of the proposed degradation rate.

Section 5 – Price Proposal

Price proposals should be provided using the form in Appendix 2 of this RFP. Price proposals shall be valid for a minimum of 90 days.

All price proposals will include total cost for equipment, installation, warranty, and maintenance, as discussed elsewhere in this document.

9. Evaluation Criteria

Overview of Evaluation Process

The Village will utilize an evaluation system to rank the qualified Respondents. It is the responsibility of each Respondent to provide information, evidence or exhibits that clearly demonstrate the Respondent's ability to satisfactorily respond to project requirements and the factors listed in this RFP. The evaluation process may include verification of references, confirmation of financial information, and examination of other information as the Village deems appropriate. The Village may as it deems necessary conduct interviews to evaluate the Respondents. The Village may require public presentations by Respondents. The Village reserves the right to request or obtain additional information about any and all responses. Each response from a qualified Respondent will be evaluated and ranked solely according to the criteria set forth in this RFP.

The Village may cancel this RFP at any stage of the process if it determines that cancellation serves the best interests of the public. The Village may reject, in whole or in part, any and all planned or proposed project measures, when it determines that rejection serves the best interests of the public.

At a minimum, Respondents shall meet the following requirements:

1. Timely submission of response and attendance at the mandatory meeting
2. Submission of all required elements found in Section 8 of this RFP
3. Certification of Non-Collusion (Appendix 3)
4. Evidence of appropriate insurance

The qualified Respondents providing completed responses will be evaluated based on the following factors:

Price Proposal - The Respondent should clearly identify the financial benefit to the Village of the proposed arrangement in the form of annual savings on operating costs at the Facility.

Proposal Narrative - The response shall include an explanation of how the Respondent will approach the various tasks, including scheduling methods, project schedule, construction, financing, measurement and verification, and operations and maintenance plans.

Developer Experience & Project Team - The extent of the Respondent's experience in designing, constructing and operating solar energy facilities. Additional consideration will be given to firms with experience constructing and operating such facilities on municipal and commercial properties most similar to the proposed Site, particularly rooftop solar installations at non-residential facilities. The relevant experience and quality of project personnel and their commitment to the proposed project, as well as the clarity and organization of the proposed scope of work and approach will be included in the assessment of the project team.

Technical Proposal – The response will be evaluated on the preliminary system design that is provided and the selected equipment and corresponding warranties. The demonstrated ability of designing a system that will generate the highest leasing revenue will provide greater benefit to the Village and the community members.

Appendix 1: Site Description

The Project will be located on the horizontal flat membrane roof of the Washington Engine firehouse (the "Site" atop the "Facility") as shown in photographs found at Exhibit B.

The Washington Engine firehouse street address is: 81 North Riverside Avenue, on the corner with High Street, in Croton-on-Hudson, NY 10520.

The Facility and adjacent land is entirely owned, maintained, and operated by the Village.

The Facility is located in NY ISO Zone H. Its 3-phase 208-volt utility service enters from underground into the boiler room at the back of the building where the electric meter and panels are located. The Village envisions all power produced from the Project will be utilized by the Facility under a net metering arrangement.

No part of the area is shaded by structures or vegetation.

Power delivery service is provided by Consolidated Edison of New York. Power is supplied by the New York Power Authority (NYPA) under contract with the Village. Proposals should include arrangement of net metering and any other utility-related filings required to initiate and operate the system.

Appendix 2: Price Proposal Template

PV System Size	_____kW dc	Annual System Degradation Factor	_____%/year
Year 1 Estimated kWh Generation	_____kWh	All-inclusive Price	\$_____
		Total incentives	\$_____
		Price Net of incentives	\$_____

RESPONDENTS SHALL UNDERSTAND THAT THE SUBMITTED PRICE PROPOSALS MUST INCLUDE THE SCOPE OF WORK AND ALL DELIVERABLES AS DEFINED IN THE INSTALLATION AGREEMENT AND AS SPECIFIED IN THIS RFP.

Appendix 3: Certificate of Non-Collusion

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

(Signature)

(Name of person signing proposal)

(Name of business)

Appendix 4: Surety Bond Form

CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of

duly authorized to do business in the State of New York, and agree to furnish to

surety bonds for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for on each bond is:

Surety Company or Agent

By

The terms of the Surety Company for furnishing the bond are hereby accepted.

Name of Bidder

By

Witness

(signature)

Title

Exhibit A – Description of Property

The tax map of the Village lists the parcels of land where the Facility is located as:

67.20-4-40

Exhibit B – Photos of Premises

Firehouse from North Riverside Avenue and aerial view of rooftop prior to 2019 re-roofing



Rooftop photos taken in 2021 (after re-roofing)

