

REQUEST FOR PROPOSALS
For Leasing At The Parking Areas Of
The Croton-Harmon Train Station
For Solar Power Production Using
Solar Canopies

Village of Croton-on-Hudson

1 Van Wyck Street

Croton-on-Hudson, NY 10520

Issue Date: July 27, 2020

Proposals Due By: Sept. 11, 2020

Contents

1. Executive Summary	4
2. Background	4
3. Project Scope.....	5
Project Description	5
Site Description	6
Site Work and Maintenance Requirements.....	6
Community Engagement	7
Local Business Utilization.....	7
Award.....	7
Surety Bond.....	8
Insurance.....	8
Subcontracting	10
Indemnification	10
Compliance with Laws	10
Prevailing Wage.....	10
Governing Law, Venue.....	10
Respondent Due Diligence.....	10
4. Timeline	10
5. Submission of Questions.....	11
6. Pre-Bid Meeting.....	11
7. Submittal	11
8. Proposal Requirements.....	12
Table of Contents	12
Section 1 – General Respondent Information.....	12
Section 2 – Experience & Qualification.....	12
Section 3 – Proposal Narrative.....	14
Section 4 –Technical Proposal.....	15
Section 5 – Price Proposal.....	16
9. Evaluation Criteria	16
Overview of Evaluation Process	16
Appendix 1: Site Description.....	17
Appendix 2: Lease Price Proposal Template	18

Appendix 3: Certificate of Non-Collusion	19
Exhibit A – Description of Property	20
Exhibit B – Site Plan of Premises	21
Exhibit C - Wetlands Boundary Map.....	22
Exhibit D - Existing Drainage Piping.....	23

1. Executive Summary

The Village of Croton-on-Hudson (the “Village”) seeks proposals from solar energy developers (“Respondents”) to lease certain rights to use specific parking areas that it owns at the Croton-Harmon train station on Veterans Plaza, Croton-on-Hudson, NY (“the Site”), subject to the Village’s continued rights to the parking spaces, pursuant to a Lease Agreement, and install, own, operate, and maintain thereon a solar canopy 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 to be an off-taker of a solar energy system. The goal of this RFP is to lease the Site for purposes of siting a Solar Energy System in order to provide a revenue stream to the Village in the form of lease payments and to establish a community solar arrangement. Proposals that do not involve community solar will not be considered.

The Village will evaluate all proposals and reserves the right to select the proposal that provides the best economic solution. The Village has the right to accept any bid even if it does not provide the highest revenue to the Village. 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 prices, and the local job creation associated with it.

The Village is interested in leasing space in a municipal parking area for solar development. The Village has the following prioritized goals for the project:

1. Increase revenue for the Village through a parking area lease while minimizing reduction in the number of spaces.
2. Offer residents and businesses an option for participating in a community solar project that may reduce their electric bills.
3. Advance the community’s environmental sustainability and leadership goals.

3. Project Scope

Project Description

The Village wishes to lease all or a portion of the site described in Appendix 1. The lease will be structured initially for a maximum 1-year option to assess the feasibility of the site, following with a 25-year lease when it is determined the site is viable, with up to four additional 5-year optional renewal periods, exercisable mutually by the parties. The Village is willing to consider alternative lease durations and conditions as part of the proposal evaluation process set forth herein. The Village will not be an off-taker of the electricity generated at the Site.

The selected Respondent will own the System and will be responsible for its design, engineering, permitting, installation, testing, operation, maintenance, repair, management, decommissioning, and removal 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 owning, insuring, commissioning, interconnection, metering, and for providing security for the system at all times. 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 individual parking lot areas ('Sites') that Respondents believe are suitable for solar canopies while minimizing the reduction of usable parking spaces, the estimated AC and DC capacity of the Project (broken out by Site), an estimate of expected kWh production using PVSYST or a comparable application using local TMY3 weather data, and the associated lease payments to the Village for use of the parking facility for hosting this Project, broken out by Site, and in totality. For various reasons, the following sections are not available for installation of solar canopies: H and I and some parts of E, F, and G as indicated in the lower photo in Exhibit B. To avoid any conflict with large vehicles, the lowest height of any edges of any canopy shall be at least 17 (seventeen) feet above the paved surface and no part of structural supports 8 (eight) feet or more from the vertical plane that includes multiple support columns should be less than 13 (thirteen) above the paved surface.

Proposals should include a plan for marketing the Community Solar capacity to both residential and commercial members of our local Village community for a period not to exceed one (1) month. Any capacity remaining thereafter will be opened to the general public without consideration of residence.

In addition to solar canopies, the Project should include LED lighting on the undersides of the canopies for evening security. Light levels after sundown shall be no less than 2 (two) foot-candles (average) at the paved surface with a maximum ratio of 3:1 for levels beneath and between light fixtures. Any existing parking lot lighting that is removed during project installation shall be preserved and returned intact to the Village's Department of Public Works (DPW). Proposals should include installation of conduits to locations for at least 10 (ten) Level 2 EV charging ports to allow for future installation of those Level 2 charge ports. Chargers may be grid connected and do not necessarily need to be powered by the solar canopies. The Project may also include grid-interactive battery storage as an add-alternate if doing so increases annual leasing revenue to the Village.

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 solar canopy project (addressing all individual sections) on the Train Station Lot that is aesthetically pleasing and maximizes lease payments to the Village. The Village is not interested in utilizing other ground-mounted solar, clearing forested land for solar installation, or hosting a rooftop system at the Croton Harmon Station.

On termination of the lease, the successful Respondent will be responsible for performing, and paying for the removal of all panels, racks, concrete blocks, electrical equipment, and conduits associated with the Respondent's installation, and returning the portion of the property on which the System was installed to the condition which existed prior to installation of the System.

Site Description

The potential host site(s) are described in Appendix 1 attached to this RFP. As stated above, the following sections are not available for installation of solar canopies: H and I, and some parts of D, E, and F as indicated in the lower photo in Exhibit B. Lowest priority is given to area A.

Before submitting a proposal, each Respondent shall familiarize itself with the potential host site 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 lease agreement and/or in conjunction with the development of the Project. The Village intends to lease the municipal parking area 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 lease area. The proposal shall include information on how construction will take place in a manner to minimize disturbance to parking spaces which may be in use and to all times maintain as much parking as possible. Excavated soil will have to be stockpiled and tested for hydrocarbons and other contaminants before disposal. The successful Respondent shall be solely responsible for the cost of disposal of all such materials, which shall be undertaken in accordance with all applicable regulations. A map of existing drainage piping may be found at Exhibit D. The building seen at the center of the picture has been demolished and its space is being converted into additional parking spaces. All excavated soil not intended to be re-used on site must be properly disposed of. The Village will not take ownership of any excavated material.

The successful Respondent shall be responsible for managing and maintaining all aspects and parts of the system within the lease area.

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. The site is above a wetland area (see map at Exhibit C) and a FEMA flood zone. A DEC wetlands permit will likely be required. Depending on how close the PV system gets to the train station property line, a work permit may also need to be secured from the Metropolitan

Transportation Authority (MTA) which owns the station.

Community Engagement

The successful Respondent will be responsible for any public outreach and educational events for community members. An outreach plan will raise community awareness and provide a platform for education. Creative approaches are encouraged.

Since the project is intended to serve as a community solar project, through which local electric customers can purchase electricity from the developer, the Village will respect the strategic business decisions of Respondents on how to recruit its subscribers. The Village requires that a priority process of enrollment be used whereby Village residents would have first call on participating as subscribers.

Potential support offered by the Village at its discretion as examples of ways the Village and other associated organizations would be interested in participating may include:

- Notification of the opportunity on the Village's and various organizations' websites;
- Use of Village and other organizations' staff in conducting community oriented educational Q&A sessions;
- Support in engaging local media;
- Banners or signage promoting the initiative at town-owned facilities

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 Lease Agreement. Upon Award the Village and Respondent will negotiate the final lease 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 at a price the Village determines to be fair, competitive, and reasonable, 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
 - 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 in relation to the granting of the lease.

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	July 27, 2020
Informational Respondent Meeting and Site Visit	August 6, 2020

Deadline for Submission of Questions	August 13, 2020
Village Issues Responses to Respondent Questions	August 20, 2020
RFP Submission Deadline	September 11, 2020

5. Submission of Questions

The Designated Contact Person during the RFP period is Bryan Healy, Secretary to the Village Manager. 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 bhealy@crotononhudson-ny.gov no later than August 13, 2020. 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 Awarding Authority will issue an addendum to address the written questions submitted by the deadline. Any addenda will be posted by bhealy@crotononhudson-ny.gov.

6. Pre-Bid Meeting

The Village will hold a pre-bid meeting for all interested Respondents on August 6, 2020, at 12:00 noon at the Community Room in the basement of the Kellerhouse Municipal Building at 1 Van Wyck Street, Croton-on-Hudson, NY 10520. Enter only on the north side of the building, through the door at the bottom of the handicap ramp. 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 September 11, 2020 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 Leasing At The Parking Areas Of The Croton-Harmon Train Station Using Solar Canopies 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
 - Experience with, or willingness to provide, community solar access for low-income residents as detailed under NYSERDA's Solar For All program.
- 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 PV systems employing solar canopies over parking areas, 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 as solar canopies over parking areas and the number of projects involved.
 - Provide the number of operational solar canopy 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 canopy construction standards and other safety measures.
- **Project Financing Capability**
 - Provide number of PV systems that have been financed by you and/or your financing partner 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 financing of past solar projects: source(s), dollar value, dates, and if related to community solar or a comparable self-financing program.

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 difference in elevation of lot section A. Describe how impacts on parking will be minimized during construction.
 - 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.
- **Financing Plan**
 - Provide a description of how the proposed project will be financed. Identify any potential financial partners that will be involved in the project. Describe in this plan possible sources of funds and revenue streams other than the sale of energy including all available tax credits, incentives, and subsidies that will be used to finance the project.
- **Operations and Maintenance Plan**
 - The Respondent will be responsible for Operation & Maintenance (O&M) services for the full term of the Agreement. Describe the proposed O&M procedures for the system, detailing duties performed and if the contract will be maintained with the Respondent or a third-party provider.
- **Decommissioning Plan**
 - Provide information regarding the proposed approach to system decommissioning and restoration of the property. This decommissioning plan should include a description of

Respondent's approach to providing financial assurance that funding will be available to decommission the system at the end of the contract term.

- The owner of the System, as provided for in its lease with the landowner, shall restore 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 foundations to a depth of 36 inches below the soil surface.
 - Removal of any solid and hazardous waste caused by the System in accordance with local, state and federal waste disposal regulations.
 - Removal of all graveled areas and access roads unless the Village requests in writing for it to remain.
- 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.
- Outreach Plan
 - Respondent will provide a clear plan to best meet the goals and strategies specified in the **Project Scope** section for **Community Engagement**.
 - Provide clear marketing and recruitment strategies from the developer to attract members.

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 columns, 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 between panels
 - Location of inverters
 - Any other site-specific information that will aid in overall evaluation
 - 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.
- Each respondent is required to propose a lease provision that describes its approach to paving maintenance and possible repairs adjacent to the system and above underground cables installed for the Project, as required over the term of the lease for both emergency and non-emergency repairs. The provision should delineate landlord versus tenant responsibilities and any circumstances that would require an abatement of rent.

- Expected System Generation
 - Provide estimated annual production of the proposed solar project for years 1-25 inclusive of the degradation rate.

Section 5 – Price Proposal

Price proposals should be provided using the form in Appendix 3 of this RFP. Price proposals shall be valid for a minimum of 90 days.

All price proposals will include a lease payment from the Respondent to the Village in the format of a dollar per year price for use of the parking areas as previously described including a proposed annual price escalator. The lease will be structured initially for a maximum one-year option to assess the feasibility of the site, followed by a 25-year lease if it is determined the site is viable, with up to four additional 5-year optional renewal periods, exercisable at Village’s sole discretion, or on the basis of any other alternative lease duration proposal submitted by the respondent.

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 pre-bid 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 lease payments including a proposed annual price escalator.

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, operations and maintenance, and decommissioning plans. The demonstrated ability to obtain financing for the construction of the solar energy system is critical to the Respondent's ability to complete the project. Respondents should provide in their responses a clear discussion of how they intend to finance the system and what financing partners will be involved in the project.

Developer Experience & Project Team - The extent of the Respondent's experience in designing, financing, 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 sites, particularly solar canopies in parking areas. The relevant experience and quality of project personnel and their commitment to the proposed project in Village. 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 surface lots of the parking facility of the Croton-Harmon station ("**Train Station Lot**") as shown in the attached facility map located in Exhibit B.

The Train Station's street address is: Veterans Plaza, Croton-on-Hudson, NY 10520.

The parking facility is entirely owned, maintained, and operated by the Village.

The parking facility is comprised of nine lots of different sizes and designations for different pools of commuters. Only areas designated herein should be considered as potential sites for canopies. Sections of the lot are divided by metal parking barriers which remain in place, unless changes are authorized by the Village's Department of Public Works (DPW).

The Station is located in NY ISO Zone H and is adjacent to the 3-phase 13 kV Croton-1 Circuit owned and maintained by Consolidated Edison of New York. The Village envisions all power produced from the Project will be injected into the Con Edison electric grid as a community solar project. Proposals should assume that the Village government will not take any power produced as a subscriber or anchor subscriber. Award Criteria includes preference to proposals that include marketing and prioritization to subscribers that are residents within the Village.

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.

Appendix 2: Lease Price Proposal Template

PV System Size	_____kW dc	Annual System Degradation Factor	_____%/year
Year 1 Estimated kWh Generation	_____kWh		

The Respondent hereby agrees to pay the Village the following amounts to lease up to the full square footage of the specified areas for the construction and operation of a solar energy system for 25 years.

The following is a summary of assumptions for developing the leasing value for the proposed system. Respondents are to assume no property tax. Interconnection costs can vary widely depending on system size, interconnection voltage, and other interconnection requirements. For the purposes of establishing a base bid, Respondents should assume interconnection cost of \$0.10 per Watt. If that is insufficient, as verified in the upgrade cost invoice from Consolidated Edison, the difference shall be subtracted from the lease payments in the first 3 years of power production. If that cost is lower, the proposed lease payment shall be adjusted to credit the differential amount in the first year's lease payments.

Year 1 Lease Payments (for option period)	\$_____/yr	Lease Escalator %	%
Year 2 Lease Payment (commencing at end of option period)	\$_____	Total Payments to Village over Contract Length (26 Years)	\$_____

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

A Respondent may attach, in substantially the form above, any alternative lease arrangement(s) that the Respondent wishes to include with its proposal.

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)

Exhibit A – Description of Property

The tax map of the Village lists the parcels of land covered by the parking lots as:

79.17-1-5

79.17-1-7

79.17-1-8

79.17-1-9

79.17-1-10

Exhibit B – Site Plan of Premises



Exhibit C – Wetland Boundary Map

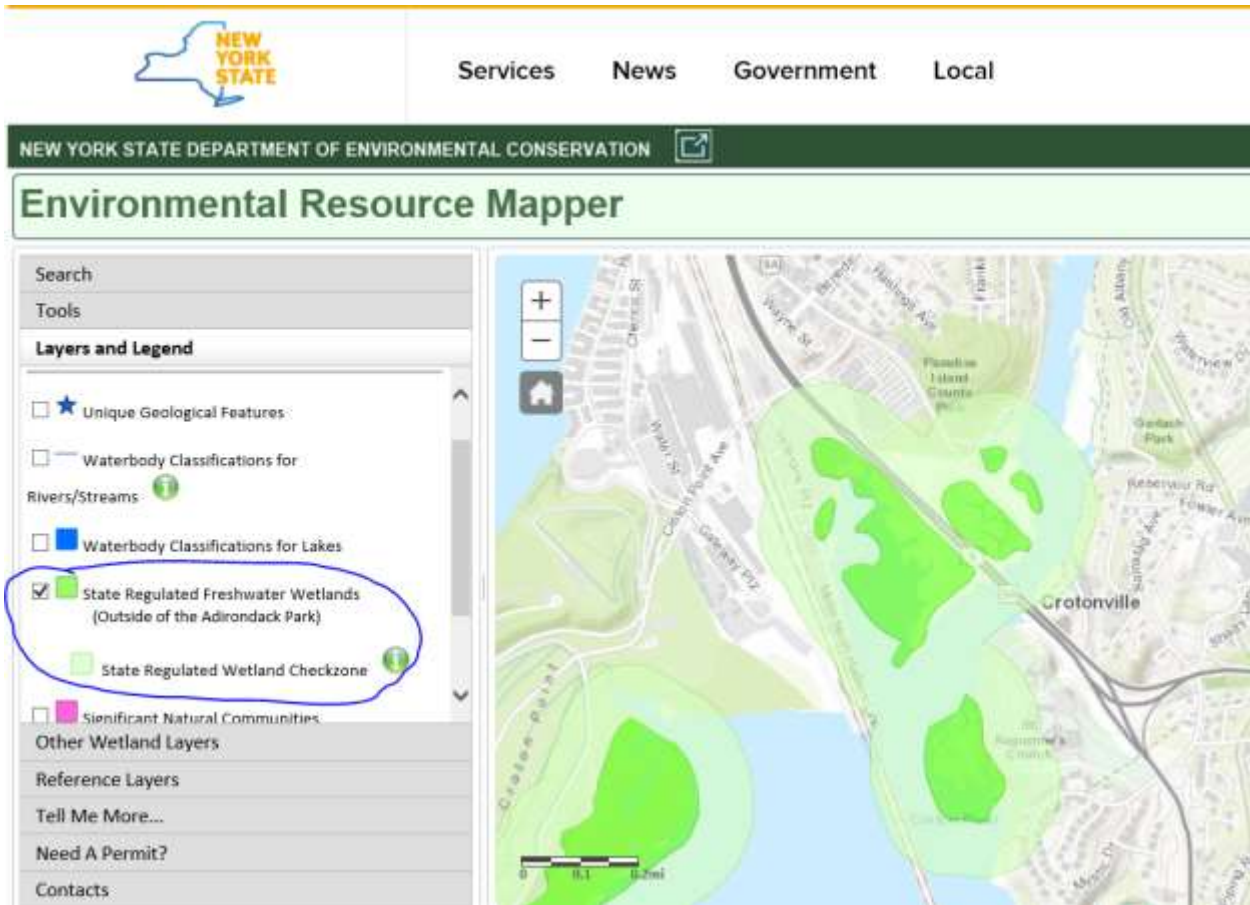


Exhibit D – Existing Drainage Piping

