

**City of Buffalo
Request for Proposal
Onsite Solar Power Purchase Agreement**

Notice is hereby given that sealed bids will be received for Onsite Solar Power Purchase Agreement.

OPENING DATE and TIME: April 5, 2019 at 2:00am

LOCATION: Buffalo City Hall
65 Niagara Sq. Room 502
Buffalo, NY 14202
Department of Public Works, Parks & Streets

Sealed bids, subject to the terms, conditions and specifications herein, will be received at the City of Buffalo Department of Public Works, Parks & Streets Room 502 and then publicly opened and duly recorded. Faxed or emailed bids will **not** be accepted.

Questions are to be submitted to Brian Swartz, via email, no later than 4:00 pm on March 5, 2019.

DESIGNATED CONTACT: This is the only person that Offerors may speak to until the award of this bid.

Brian Swartz
Senior Architect
65 Niagara Sq. Room 616
Buffalo, New York 14202
Phone: 716-851-5851
Email: bswartz@city-buffalo.com

- **Interchangeable Terms:**

Vendor/Contractor/Bidder/Offeror, Bid/Quote/Proposal

SECTION I:

1. Timeline of Events

<u>Event</u>	<u>Date</u>
Issuance of Notice	2/7/2019
Deadline for Submission of Questions	3/5/2019
Answers Issued to All Offerors	3/20/2019
Bid Opening Date	4/5/2019
Notice of Award (approximate)	5/2019
Commencement of Energy Deliveries under the Power Purchase Agreement (on or before)	12/31/2020

2. Purpose and Background

The City of Buffalo, hereafter referred to as the “City”, is requesting proposals from potential Offerors with expertise in designing, procuring materials for, installing, commissioning, operating, maintaining, and selling the output from onsite solar photovoltaic power systems to provide cost-effective power to City multiple locations.

By aggregating demand for onsite solar PV systems across a portfolio of sites, the City endeavors to:

- Secure energy at a competitive cost when compared to the City’s retail rates
- Protect the City against future energy cost increases
- Support solar PV technology advancements
- Reduce greenhouse gas emissions
- Develop pathways to employment in the renewable energy sector

This bid is part of a larger renewable energy initiative (Localizing Buffalo’s Renewable Energy Future) designed to catalyze 100 megawatts of new clean energy. The project is being spearheaded by the University at Buffalo and other key Buffalo anchoring institutions including: Erie County, Buffalo State College, the City of Buffalo, and SUNY Erie.

The Consortium seeks to achieve pricing through economies of scale by attracting similar solar pv developers by releasing RFPs at the same time with similar scope and specifications.

Please see the participating entities bid sites:

- City of Buffalo: <https://www.buffalony.gov/Bids.aspx>
- Erie County: <http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>
- University at Buffalo: <https://www.nyscr.ny.gov/contracts.cfm>
- Buffalo State College: <https://www.nyscr.ny.gov/contracts.cfm>

- SUNY Erie: <https://www.bidnetdirect.com/>

3. Term of Agreement / Contract Term

The successful Offeror will be required to enter into a formal written Power Purchase Agreement (PPA) with the City. The term will begin upon award and approval of the PPA, and continue for a period twenty (20) years after successful completion and start-up of the PV system(s) in accordance with the terms of the PPA.

4. Pricing Model (Cost)

Pricing shall be in accordance with Attachment A: Pricing Model and Attachment C: Site Schedule; no charges other than those listed on Attachment C shall be allowable under the PPA or in association with the PPA award. See Section 12 regarding fees payable by the awarded Offeror to the City's renewable energy advisor, Altenex LLC.

5. Method of Award

Award Criteria: Technical 65% Cost 35%

- a. Evaluators will score the RFP and points will be totaled. The City intends to select a single Offeror to provide solar installations and fulfill the terms of their proposal. The Offeror with the highest Grand Total points (technical points plus cost points), that is deemed to be responsive and responsible, will receive the award. The City reserves the right to make awards within one hundred twenty (120) days after the bid opening, during which period bids shall not be withdrawn unless the Offeror specifically states in the bid that the acceptance thereof must be made within a shorter specified time.

6. Qualification of Offeror/Offeror/Submittals

The Bid will be awarded only to a responsible Offeror, qualified by experience and in a financial position to provide the items and services specified. In order to facilitate prompt award of the Bid, the Offeror shall attest to the following:

- a. The Offeror shall be experienced in the supervision of a service of this scope with at least **three (3) years' experience** in this type of work, either as a company or the company's principals at other reputable solar developers. The actual work shall be done by qualified and experienced employees working under their supervision or under the supervision of an experienced Offeror who has also been doing this type of work for at least **three (3)**. Please provide documentation of experience, per Section III of the bid.
- b. More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Offeror/Offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Offerors are believed to be interested.

- c. Any or all proposals will be rejected if there is reason to believe that collusion exists between Offerors. Proposals in which the prices and quantities are obviously unbalanced will be rejected.
- d. The Offerors shall provide **three (3) references** of work performed of a similar scope and nature, within the past **five (5) years**. Please provide documentation of references, per Section III of the bid. The City cannot be used as a reference.

7. Financial Qualifications

The City reserves the right to request financial data that would adequately reflect financial stability to support the execution of a PPA. Such information could include a credit report, the most recent two audited annual reports and/or annual financial statements and information on how the Offeror has financed past projects and plans to finance these projects. The City reserves the right to reject any Offeror who does not demonstrate stability sufficient for the scope of this transaction.

8. Silence of Specifications

The apparent silence of any specifications in the RFP and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial/professional practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement.

9. Addenda

It is the responsibility of the Offeror to inquire about any requirement of this RFP that is not understood. Responses to inquiries if they change or clarify the RFP in a substantial manner will be forwarded by addendum from purchasing all Offerors who have received a copy of the RFP. The City will not be bound by oral responses to inquiries or written responses other than addenda.

10. Confidentiality

The information contained in any bid submitted for the City's consideration will be held in confidence until all evaluations are concluded and a PPA is awarded. The City will respect any requests for confidentiality for information of a proprietary nature. Clearly mark any information considered proprietary.

11. Force Majeure

Neither party will be liable for losses, defaults or damages which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it in any contract resulting from this Invitation for Bid because of acts of God, the public enemy, acts of government, earthquakes, floods, typhoon, civil strife, fire or other

causes beyond the reasonable control of the party so delayed in or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

12. Risk of Loss

The successful Offeror shall bear the risk of and shall be responsible for providing its own security for storage of materials in the City supplied areas during all phases of installation and construction until final acceptance of the system by the City. Fire, theft and all other insurance coverage shall be the responsibility of the Offeror.

13. Independent Contractor

- a. Offeror and its employees engaged in the performance of the work shall at all times be deemed to be performing as an independent Contractor and not as agents or employees of the City or the State of New York. The Offeror shall indemnify and hold harmless the City and its employees from any claim, demand, suit or cause or action which may be made or held against them by reason of negligence or malpractice on the part of Offeror, its agents or employees.
- b. No portion of the resulting contract may be sub-contracted without prior written approval of both parties.

14. Governing Law

The laws of the State of New York shall govern this Bid and any resulting contract. All applicable Federal and State laws, Municipal ordinances, and rules and regulations of all authorities having jurisdiction over this project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Notices

Unless otherwise provided herein, any notice, request, demand, or statement provided for in the resulting contract shall be in writing and deemed given when deposited in the United States postage prepaid directed to the post office address of the parties.

16. Termination

The City shall have the right to terminate a PPA early for: (i) Offeror's failure to reach the development milestones in the PPA; (ii) underperformance of the systems in accordance with the terms of the PPA; (iii) breach of the PPA terms; (iv) in the event the State Finance Law sections 139-j and 139-k certifications are found to be intentionally false or intentionally incomplete or (v) or if applicable, the Department of Taxation and Finance Offeror Certification form, ST-220-CA, statements are found to be intentionally false or intentionally incomplete.

17. General Conditions

- a. The City reserves the right to request clarifications from Offerors for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all Offerors determined to be susceptible to being selected for contract award, prior to award.
- b. The City reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
- c. The City reserves the right to withdraw the bid at any time.
- d. The City reserves the right to eliminate nonmaterial requirements not met by all Offerors.
- e. Any Offeror terms which are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
- f. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.

18. Compliance Requirements For Professional Service Selection

Pursuant to the Mayor's Executive Order #17-04, each Offeror shall provide any relevant information with respect to any program or action taken to attract, recruit, retain and promote minority and female employees, partners and associates as well as actions taken to subcontract with Minority or Women Owned Business Enterprises (M/WBEs).

- a. The factors to be considered include, but are not limited to, the following:
 - i. **Workforce**: Offerors should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates, including direct hire programs, youth hiring programs or mentorship programs, and current representation of minority and female employees.
 - ii. **Community Involvement**: Offerors should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises or increased minority/female workforce in the City of Buffalo.
 - iii. **Offeror Policies**: Offerors should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities. The City maintains a goal of contracting with professional services firms that subcontract to minority-owned businesses in the amount of 25% of total contract price or more and female-owned businesses in the amount of 5% of total contract price or more.

19. Compliance Requirements for Installation Work

a. Apprenticeship Requirement for Installation Work

The City of Buffalo requires proof of participation in a New York State Department of Labor certified Apprenticeship Training Program as a condition of award for all Offerors and subcontractors with contracts for public work construction valued at \$100,000 and above. The training program must be appropriate for the type and scope of work to be performed. Ten percent (10%) of all hours worked across sites and Offerors must be performed by registered apprentices. The responding Offeror must provide proof of participation in a program, if the Seller intends on self-performing any installation work, and/or proof of participation by any Offerors/subcontractors performing installation work. Please also note the LCP Tracker Inc./B2G Now Advisory found in the Appendix 5. If the software is live prior to installation, the successful Seller will be required to utilize the software to track apprenticeship compliance as a condition of contract.

Offeror must submit the ATP-1 Form with its proposal.

b. Minority, Female and City Resident Workforce Goals for Installation Work

The City of Buffalo maintains goals for the employment of minorities, women, and City residents on all contracts for public work. Specifically, the Offeror should aim to achieve 25% of all labor hours during installation to be performed by persons who are minorities, 5% by women, 30% by City residents. Compliance with good faith efforts to meet goals will be evaluated by reviewing labor hours across all sites and any subcontractors, as reflected in certified payroll reports, and related submissions. Please note that is the Offeror intends to contract the installation work, all Offerors and subcontractors must demonstrate good faith efforts to meet the workforce goals. Please also note the LCP Tracker Inc./B2G Now Advisory found in the Appendix. If the software is live prior to initiation of solar PV installation, the successful Seller will be required to utilize the software to track workforce participation goal compliance as a condition of contract. **Offeror must submit the WPG-1 Form with its proposal.**

c. MWBE Goals for Installation Work

The City of Buffalo maintains goals for prime Offerors to subcontract to minority and women owned business enterprises (“M/WBEs”) on all contracts for public work. As such, the Offeror must demonstrate good faith to ensure that its Offerors and subcontractors performing public work meet M/WBE goals of **16% MBE and %14% WBE**. Percentages refer to total cost of installation work. Please also note the LCP Tracker Inc./B2G Now Advisory found in the Appendix. If the software is live prior to installation, the successful Seller will be required to utilize the software to track M/WBE compliance as a condition of contract. **Offeror must submit the M/WBE 1 Form with its proposal.**

20. Audit

All bonds, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the City of Buffalo or their agents during the term of this contract and for seven (7) years thereafter.

21. Background Check

The Offeror shall provide, at no additional cost to the City, appropriate, third-party, background checks for all personnel related to the contract, **when requested** by the City, within 5 business days. Background checks shall consist of an investigation to determine evidence of criminal history, verification of education, professional license, certification, or other credential required by a job title. The Offeror shall pre-screen and qualify candidates as appropriate. The City reserves the right to terminate the Offeror's services and/or refuse to accept additional services from personnel deemed unqualified, or for improper, disorderly or otherwise unsatisfactory behavior of the workers that may occur during the assignment.

22. Insurance/Liability

During the term of the awarded contract, the Successful Offeror must obtain and maintain insurance coverage at its own expense as provided in this section and shall deliver Certificates of Insurance in a form satisfactory to the City before commencing any work under the awarded contract. Certificates shall reference the Contract Number, work performed and locations. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best company rating of "A-" or better. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law.

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the City for any claim arising from the successful Offeror's work under the awarded contract, or as a result of the successful Offeror's activities. Any other insurance maintained by the City shall be excess of and shall not contribute with the successful Offeror's insurance, regardless of any "other insurance" clause contained in any SUNY policy of insurance.

At least two weeks prior to the expiration of any policy required by the awarded contract, evidence of renewal or replacement of policies of insurance with terms no less favorable to the City than the expiring policies shall be delivered to the City in the manner required for service of Notice under the awarded contract.

The successful Offeror shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, as is applicable to the work performed by the subcontractors. All such insurance coverage shall be evidenced by certificates of insurance as required by the City.

- a. A professional liability policy (errors and omissions) in the amount of at least Five Million Dollars (**\$5,000,000**) which shall be maintained for a period of three (3) years after completion of this contract. If said policy is issued on a claims-made policy form, the policy shall be purchased with extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

- b. General Liability Insurance with coverage limits no less than One Million Dollars **(\$1,000,000)** per claim and Five Million Dollars **(\$5,000,000)** in the aggregate on a per project basis. Such policy shall name the City of Buffalo as an additional insured and shall name the City of Buffalo as the additional insured and certificate holder, and shall contain a provision that the City of Buffalo shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
- c. Owner's Protective Liability Insurance in the amount of not less than One Million Dollars **(\$1,000,000)** per occurrence shall be submitted by the Offeror and must name the City of Buffalo as the named insured and the Offeror as the designated Offeror for the specific work solicited hereunder. The successful Offeror shall obtain and maintain such insurance as will protect the City of Buffalo as the named insured from all liability for damages for personal injury, including but not limited to death, which may arise from work and/or operations under the awarded contract, also for the City of Buffalo's liability for property damage which arises from or in connection with the work or operations under the awarded contract.
- d. Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and/or non-owned vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York, to bear license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least One Million Dollars **(\$1,000,000)** and shall name the City of Buffalo as additional insured and certificate holder. The limits may be provided through a combination of umbrella/excess liability policies.

Copies of certificates shall be presented to Attention: Brian Swartz, Rm 616 City Hall Buffalo NY 14203 upon award of the Contract or before work commences.

23. Indemnification

a. Offeror

The successful Offeror shall be responsible to and shall fully defend, indemnify, and hold harmless the City of Buffalo and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Offeror, its officers, employees, agents or licensees in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that the City shall give Offeror: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by the City upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Offeror's sole expense, and (c) assistance in the defense of any such action is at the expense of the Offeror. Where a dispute or claim arises relative to a real or anticipated infringement, the City may

require the Offeror, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the City shall require.

b. City of Buffalo

Subject to the availability of lawful appropriations and consistent with Section 8 of the New York Court of Claims Act, the City will hold the Offeror harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the City or of its officers or employees when acting within the course and scope of their employment.

24. Worker's Compensation and Disability Insurance

The Offeror shall carry Worker's Compensation Insurance and Disability Insurance in accordance with the laws of the State of New York. Please note, "ACORD" certificate of insurance forms are not acceptable documentation for proof of coverage. A Offeror's insurance carrier must provide the Offeror with copies of the correct, completed New York State forms to present to the State Agency purchasing agent AND must submit these forms (annually) to the Workers Comp Board so they can be properly recorded. State agencies are prohibited from issuing purchase orders/Contracts until the proper forms have been received and verified. Submit Forms to: Brian Swartz, Rm 616 City Hall 65 Niagara Square Buffalo, NY 14203 upon award of contract or before work commences.

Per the requirements of the law, **ONE** of the following NYS forms is required as proof of **Workers Compensation** coverage:

C-105.2 (if using a private insurance carrier) OR **U-26.3** (if insured through the NYS Insurance Fund) OR **SI-12** or **GSI-105.2** (if self-insured).

In addition, **ONE** of the following forms is required as proof of **Disability** coverage: **DB-120.1** (if using a private insurance carrier) OR **DB-155** (if you are self-insured).

In the rare situation in which a Offeror is exempt from either (or both) of these requirements under the law, Form **CE-200** (Certificate of Attestation) **MUST** be completed by the Offeror on-line at the Workers Compensation web-site and submitted to the purchasing agent for verification. A new CE-200 will be required for EVERY purchase order/Contract (transactional requirement).

25. Bid Submission

- a. Number of Copies: Offerors are required to submit two (2) original and identical proposals, along with two (2) USB flash drives.
 - i. The information contained in the USB flash drives must be identical to the hardcopy proposals. In the event of conflicting information, the hardcopy original will prevail.
 - ii. All written responses should be in **BLUE** ink.
- b. Proposals should be prepared in such a way as to provide straightforward, concise, and specific information about the scope of services your agency is able and willing to provide. Emphasis should be placed on responsiveness to the City's desired goals. Responses should reference the corresponding bid section/question.

- c. Proposals may be withdrawn or modified by written request from the Offeror at any time prior to the deadline for receipt of proposals.
- d. Proposals are to be valid for a minimum of one hundred twenty (120) days to allow time for evaluation, selection, and any unforeseen delays.
- e. The City reserves the right to negotiate with an Offeror within the bid's scope and requirements, to best serve the interests of the City.
- f. By submitting a proposal, the Offeror agrees that it will neither make any claims for, nor assert any right to, damages because of any misunderstandings or lack of information.
- g. Proposals are to be time-stamped before they are delivered into the marked bid-box.
- h. Questions that rise as a result of this request are to be submitted in writing no later than 4:00pm on Tuesday, 3/5/2019:

Brian Swartz – bswartz@city-buffalo.com

26. Late Bids

Any bid received at the specified location after the time specified in this IFB will be considered a Late Bid. A Late Bid shall not be considered for award unless: (i) it is in the possession of the City of Buffalo's Mail; or (ii) no timely bids meeting the requirements of this IFB are received; or (iii) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award.

Upon receipt of a Late Bid it will be stamped indicating the date and hour received at the location, specified in the IFB. Late Bids that are not considered will be held unopened, unless opened for identification, until after award and then retained with other unsuccessful bids.

27. Land Use

The awarded Offeror will be required to enter into a separate revocable permit and/or site license agreement with the City to allow for use of the City's property.

28. Prevailing Wage

Offeror agrees that their bid shall be submitted with the requirement that all wages paid to the workers shall be no less than the minimum prescribed by the New York State Department of Labor for the specific crafts used in the area where the work is performed. It shall be the Offeror/Contractor's responsibility to obtain necessary information to submit bid under NYS Labor regulations and laws. For prevailing wage rates, the address is www.labor.state.ny.us Click on "Prevailing Wage" under the "Quick Links" Section. Click on "Public Work Prevailing Wage" then under "Prevailing Wage Schedule Links" click on "Online View of Existing Prevailing Wage Schedules" and after clicking on "Original Wage

Schedule” enter PRC # 2019001442. In the event the Offeror has no online capability, the Offeror may contact the Procurement Department to obtain the prevailing wage rates via a written request.

Due to recent DOL system updates, you are able to directly access PRC #2019001442.
<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1472721>

29. Changes to the Contract

All changes to the contract must be by written consent from both the Offeror and the City before work has begun. All changes must be verified by normal City procedures. If work is started before approval is granted, the City is not liable for payments on work rendered.

SECTION II: SPECIFICATIONS

Along with Attachments A and C, and Sections III and IV, the following requested information will be used for evaluation purposes; provide a document titled “**Responses to Section II**”.

For Section II, your response should identify how you will meet the specifications.

1. Scope

Through this RFP, the City seeks:

- a. Competitive “turn-key” type proposals for the design, installation, operation and maintenance of PV solar systems as specified in Attachment C: Site Schedule.
- b. Proposal for inclusion of battery storage within the system, if possible.
- c. To enter a long-term PPA, including a competitive PPA Rate per kWh.
- d. Indication of the Solar Installation timeline on a site-by-site basis.
- e. A portfolio-proposal approach reflecting Offeror plans and ability to manage and execute Solar Installations at the maximum number of sites.

2. Solar Installations

Locations for potential solar installation sites are listed in Attachment C: Site Schedule. The types of installations are: Ground Mount, Rooftop, and Carport/Canopy.

3. Installation Time Frame

All pricing should be based on the assumption that the solar PV systems will be placed in service by December 31, 2020.

- a. Final contract will include City obligations as well as Offeror development and installation milestones that ensure timely execution and construction of Solar Installations resulting from this RFP.
- b. Proposals should include an estimated timeline for deployment of the Solar Installations. The timeline should detail the order in which various sites would be completed and connected to the grid.

4. Facility Bids / Sites

Offerors are encouraged to provide proposals that include bids for all sites where competitively priced solar power can be provided. However, Offerors are not required to bid on every site.

- a. As part of the proposal, please complete the appropriate PPA Pricing sections as referenced in Attachment C: Site Schedule.

- b. Project Renewable Energy Credits (RECs) must be transferred to the City of Buffalo from NYGATs account on a quarterly basis.
 - i. NYGATs is an online certificate-tracking system that records information about electricity generated, imported, and consumed within New York State.

5. Installation

The Offeror shall supply all equipment, materials, and labor necessary to install the solar PV systems and integrate them with other power sources. The integration of the system must be approved by City of Buffalo facilities management.

6. Interconnection

The Offeror shall supply and install all equipment required to interconnect the solar PV systems to the transmission and distribution system. The Offeror shall fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Offeror. All electrical interconnections must be performed in accordance with all local, state and federal applicable safety regulations. The City has the right to have input and oversight as to how the PV system interconnects into the City's site distribution system.

All direct and associated costs including, but not limited to, application and special facility interconnection fees and other costs paid to the utility will be the responsibility of the Offeror.

7. Commissioning and Acceptance Testing

During the start-up, the City and/or its independent engineer shall observe and verify each system's performance. Required commissioning and acceptance test services include:

- a. Starting up the solar PV systems until it achieves the performance requirements of the PPA.
- b. Conducting the successful delivery of power within thirty days following completion of a system.
- c. Coordinating acceptance by local utility companies.
- d. Sending the City the link to the monitoring platform along with a screenshot of the generation.

8. Operations, Monitoring, Maintenance, and Reporting

Proposals must outline the project's expected O&M requirements, including the proposed method for monitoring, diagnosing and tracking the energy output over the entire life of all

installations. This data must be accessible for reporting purposes. The system will allow the City to monitor performance against the warranted production requirements on a site-by-site basis.

The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via Internet, satellite, or telephone from each site to a server managed by the Offeror. Data storage (on a current and cumulative historical basis), management and display will be the responsibility of the Offeror. The data acquisition system must not require that a dedicated or always-on personal computer be located at each site and are subject to the review and approval of the City. Offeror must coordinate with the City's MIS (Management Information Systems), department to provide the data link, which must be operational at commissioning. If possible, Offeror should also submit a proposal for a real time dashboard that Issuer may access to view monitoring data.

The overall monitoring program and systems shall be established by the completion of the first system installed for the City.

The Offeror must describe in any proposals how it intends to satisfy the following requirements. The Offeror must track logs for all maintenance procedures:

- a. During the initial term of operation and any extension thereof, the Offeror will be responsible for all maintenance, repairs, and parts, both scheduled and non-scheduled.
- b. Projects must have a real-time self-monitoring capability to alert operators and maintenance personnel to potential problems or required maintenance needed. Upon the indication of any problems, the Offeror will inspect the site and perform any necessary repairs.
- c. The Offeror shall submit Monthly Energy Production and Operational Status Reports no later than 30 days after the end of each calendar month for a period of initial term of operation and any extension thereof from Commissioning. Each report shall include the following information:
 - i. Time period covered by the report
 - ii. Operational status of any project's components (modules, inverters, transformers)
 - iii. Description of any unusual operational events that occurred during the month
 - iv. Description of improvements, expansion or repairs to any projects during the month
 - v. List of needed and/or planned improvements, expansions or repairs
 - vi. Energy production for the month and cumulative to-date
 - vii. Degradation comparison to projected performance
 - viii. Description of any ownership, management, or energy sales changes during the month

- ix. Name and contact information for the individual responsible for preparing and submitting the report
 - x. Copies of any engineering reports or independent evaluations of any projects completed during the month
- d. Final Report Requirements to funding agencies (expected due date is 30 days after commissioning)
- e. Maintain reasonable remote site security, including upkeep of proposed video or other measures. Interface with insurance company in event of trespassing, vandalism, natural act, or other cause for claim

9. Permitting Fees and Application Process

The services provided by the Offeror must include, but are not limited to, securing all required permits, applications, and approvals from local utilities and governing agencies. The Offeror will be responsible for paying the associated fee with each requirement listed above. The services must also include all labor, taxes, services, and equipment necessary to fully commission and operate a functional PV system at the designated City sites.

10. Consultant Fees

Edison Energy's Renewable Energy Advisory team, Altenex LLC, has worked with the City to identify solar sites and prepare this RFP, per the specifications set forth in Attachment E: REV Grant, Task 3.1, Task 3.2, and Task 3.3. Offerors must include the consulting fees (the same rate for every Offeror) in their cost proposal and pay the City's consultant those fees in accordance with the terms of the PPA.

SECTION III: OFFEROR INFORMATION

Along with Attachments A and C, and Sections II and IV, the following requested information will be used for evaluation purposes; provide a document titled “**Responses to Section III**”.

For Section III your response should follow the order listed below, and specify each section. For example, 1.a should refer to Reference 1; and 1.b should refer to Reference 2; and 2 should refer to Experience in the Region; and so forth.

1. Professional References - References to Confirm Project Experience

Make sure to list responsive references. We cannot evaluate references that do not respond to the City’s inquiries. Note that in the case of the Offeror working on multiple projects with an organization, the organization can only be used as a reference one time.

a. Reference 1

- i. Organization:
- ii. Contact person name and title:
- iii. Contact phone number:
- iv. Contact email address:
- v. Type(s) of solar installation
- vi. Capacity and range of project size
- vii. Year placed in service
- viii. Funding type/access to funding

b. Reference 2

- i. Organization:
- ii. Contact person name and title:
- iii. Contact phone number:
- iv. Contact email address:
- v. Type(s) of solar installation
- vi. Capacity and range of project size
- vii. Year placed in service

viii. Funding type/access to funding

c. Reference 3

i. Organization:

ii. Contact person name and title:

iii. Contact phone number:

iv. Contact email address:

v. Type(s) of solar installation

vi. Capacity and range of project size

vii. Year placed in service

viii. Funding type/access to funding

2. Experience in the Region

Provide a short description of your level of experience implementing onsite solar PV projects in New York. Include information on the number of PPA transactions for Solar Installations that you have built. If you do not have relevant experience in New York please include information on other onsite solar markets you have participated in that have similar weather conditions.

3. Safety Record

Provide documentation of your safety record; see Attachment F: Safety Record Documentation for additional information.

4. Sub Contractors

Indicate whether you will self-perform or sub contract each of the following project tasks. Below please document if you will self-perform, or with whom you plan to sub contract:

a. Design

b. Engineering

c. Construction

d. Electrical

e. O&M

5. Offeror Information

For "a", "b", and "c", provide the specific information requested. For "d" provide additional information not requested that you feel is relevant.

a. Provide general information below:

i. Name of your organization

ii. Mailing address

iii. Name of primary contact

iv. Contact title

v. Contact email

vi. Contact phone number

vii. Contact address (if different from mailing address)

viii. Legal status (corporation, partnership, joint venture, etc.)

b. Provide resumes and background information on a minimum of three (3) primary team members. Your proposed Project Manager/Team Lead must be one of the members provided. Include role within your organization, role for the project, education and applicable certifications, background experience, and any additional information that may be relevant.

c. Provide a listing of the capacity in MW of solar installations completed within the past five (5) years. Offeror must be able to provide documentation to verify its claims upon request of the City.

i. MW developed per project, and totaled.

ii. MW financed per project, and totaled.

d. Provide additional Offeror information if applicable:

SECTION IV: REV GRANT INFORMATION

Along with Attachments A and C, and Sections II and III, the following requested information will be used for evaluation purposes; provide a document titled “**Responses to Section IV**”.

1. Task 3.3

Refer to Attachment E - REV Grant Information. This RFP is directly related to Task 3.3 of Attachment E.

Per Task 3.3, below are “Characteristics to be considered” when the City evaluates Developers/Offerors. For each item below provide your response and/or understanding:

- a. The solar developer's experience in building solar PV installations and executing PPAs
- b. The solar developer's reputation for providing excellent uninterrupted service
- c. Cost of the energy
- d. Location of the potential development(s)
- e. Serviceability of the potential development(s)
- f. Size of the array
- g. Percentage of the load
- h. Visibility of the array
- i. Community impact of the array
- j. Rate structure (i.e. flat rate, escalated rate, indexed to grid pricing)

2. Task 4.1: Support Development of Experiential and Curricular Learning

Explain how you will assist the City with Task 4.1: Support Development of Experiential and Curricular Learning. As a research institution and learning center, Task 4.1 is extremely important to the overall success of this project. Please document the value-added opportunities that you are able to offer as part of your submission.

3. Task 4.2: Engaging the Campus and Community

Explain how you will assist the City with Task 4.2: Engaging the Campus and Community. As an active member of the community, Task 4.2 is extremely important to the overall success of this project. Please document the value-added opportunities that you are able to offer as part of your submission.

SECTION V: MANDATORY BID DOCUMENTS WITH LINKS

Document Title	Instructions	Download/View
Attachment A- Pricing Model	Review and sign to confirm	
Attachment B- Offeror Checklist	Review and confirm understanding and compliance	
Attachment C- Site Schedule	Complete bid information	
Attachment C.1- Site Locations	For reference only	
Attachment D- Term Sheet	Review and provide comments/markup	
Attachment E- REV Grant Information	For reference only	
Attachment F- Safety Record Documentation	Review and confirm	
Attachment G- WPG-1	Review and sign to confirm	
Attachment H- M/WBE-1	Review and sign to confirm	
Attachment I- ATP-1	Review and sign to confirm	

**APPROVED
AS TO FORM ONLY**

*Assistant
Corporation Counsel*

BY  _____

