

REQUEST FOR PROPOSALS

**MADISON COUNTY PUBLIC UTILITY SERVICE ENERGY
PERFORMANCE CONTRACTS/ POWER PURCHASE
AGREEMENTS MULTIPLE 2 MW PHOTOVOLTAIC POWER
PRODUCTION SYSTEMS**

RFP-MC-2015-0002



MADISON COUNTY PURCHASING DEPARTMENT
138 NORTH COURT STREET
PO BOX 635
WAMPSVILLE, NY 13163
PHONE (315) 366-2247 FAX (315) 366-2502

Release Date: April 10, 2014

1. INTRODUCTION

A. Renewable energy goals and/or reasons for issuing the RFP

- i. Madison County (County) has for many years been on the forefront of developing innovative renewable energy projects and platforms to make renewable energy accessible for local government and taxpayers. The Madison County Public Utility Service (the Service) was formed by the County pursuant to Article 14-A of the New York General Municipal Law to provide electric utility services to its citizens. The Service intends to develop utility scale remote net metered solar projects for the purpose of providing remote net metered renewable energy credits (RNM Credits) to County facilities as well as local governments and school districts operating within Madison County.
- ii. The County issued a Request for Proposals (RFP) in 2014 to obtain electricity derived from photovoltaic (PV) energy sources. It received multiple responses for 2 Megawatt (MW) systems to be sited on the preferred location, the Agriculture and Renewable Energy Park (ARE Park) located on the buffer lands surrounding the County landfill located on Buyea Road in the Town of Lincoln. The County entered into a long-term Power Purchase Agreement (PPA) in 2014. The 2 MW project received a grant from New York State Energy Research and Development Authority's (NYSERDA) and is now in the implementation stage.
- iii. A Board of Supervisors comprised of Supervisors from fifteen (15) Towns and the City of Oneida governs Madison County. Ten (10) village governments are located wholly within the County limits. Thus, twenty-six (26) local governments are within the territorial limits of the County. Morrisville State College (MSC), a State University of New York higher education campus is located in Madison County. Numerous private businesses that consume significant electricity within the County have indicated an interest in receiving credits.
- iv. The intent of this RFP is to solicit PPA based renewable energy projects that would deliver power to a host meter held in the name of the Service. In turn, the Service will serve as a facilitator and conduit to MSC and the local governments for the delivery of credits by converting the meters of MSC or the local government to satellite accounts in the name of Service. Local governments and MSC will enter into Inter-municipal Agreements (IMA) with Madison County to govern their commerce with the Service. The Service will provide administrative services such as allocation of RNM Credits, billing, collection and customer service, payment to the PPA providers as well as liaison to the public utilities.
- v. Both National Grid and NYSEG serve portions of Madison County. The ARE Park has a robust interconnection potential and can accommodate additional arrays in the northern portion of the County. Other sites that are potential candidates in the north and south are set forth in Exhibit A.
- vi. The Service is seeking, at minimum two PPA's, one to serve the northern (National Grid) zone and one to serve the southern (NYSEG) zone. Proposers are free to propose additional remote net metered projects that will provide RNM Credits to additional customers of the Service. Accordingly, the Service issued this RFP under Article 9 of the New York State Energy Law to aggregate the electricity needs of MSC and all the local governments in Madison County for the purpose of soliciting proposals for at minimum, two PPA's. MSC is a significant consumer of electricity that can fully utilize the output of one or more 2 MW array(s).
- vii. The intent of the Service is to select the most responsive proposer(s) to apply for two or more grants under the New York State Energy Research and Development Authority's (NYSERDA) New York Sun Megawatt Block program for systems up to 2 MW in size. The Madison County Board of Supervisors has authorized the Service to solicit proposals, select one or more PPA

providers for negotiation and execution of PPA's, submit applications for grants to NYSEERDA and submit applications for interconnections with the utilities. All such matters are intended to be concluded prior to May1, 2015 to qualify for monetary RNM Credits.

- viii. This RFP contains a "piggybacking" provision under New York's General Municipal law that will allow municipalities anywhere in New York State to accept proposals tendered in response to this RFP. Proposers should be cognizant of the potential for additional municipal governments to participate in this procurement and any discounts for multiple projects should be specifically called out in the proposal.
- ix. Applicable Project Electrical Services: MSC, County, Town and Village buildings and all associated electrical meters.
- x. The Service reserves the right to add/delete/substitute buildings or customers prior to installation and/or add buildings or customers in the future under terms agreeable to both parties.
- xi. The Service wishes to obtain clean energy for the following reasons:
 - 1. As a cost reduction measure for the current expenditures on electricity and hedge against long-term electricity cost increase.
 - 2. As a commitment to progressive and responsible energy resource investment and management.
 - 3. As a desire to contribute toward regional efforts to increase renewable energy sources.
 - 4. As a highly cost effective means to develop solar photovoltaic systems.

2. SCOPE OF SERVICES

A. General

- i. The Service seeks to identify the Successful Proposer(s) who will provide the most cost effective solar energy production over the entire PPA term. Following the project award, the Service intends to enter into one or more PPA's with the Successful Proposer(s) for a term of twenty (20) years or more for each photovoltaic project site. The Successful Proposer(s) will have the capability to finance, develop, commission, own, operate, monitor, and maintain PV arrays that will be remote net metered.
- ii. The Successful Proposer shall provide fully-managed photovoltaic services that include, but are not limited to: securing the necessary labor, services, equipment, permits and approvals to develop fully-operational photovoltaic systems at agreed-upon site(s).
- iii. The Service acknowledges and anticipates Proposers to offer creative, competitive solutions to the Services RFP. Any exception to an item in the RFP must be clearly identified and fully explained in the Proposers response as to why the proposer is taking exception. Be specific as to the reasons for the exception.

B. Pricing Structure

- i. Capital funds for the photovoltaic project(s) are not available. The Service will only purchase the solar-generated electricity from the Successful Proposer. The only cost to the Service will be in the form of a monthly solar electricity payment for each project site as determined in the PPA contract. The Service is interested in receiving the most competitive price for electricity in comparison to their current electricity costs. Proposers will explain how their proposed pricing structure will impact the Service's costs relative to electric demand, delivery and supply.

- ii. Upon notice of award from the Service, the Successful Proposer shall immediately submit its Power Purchase Agreement(s) with the proposed pricing conditions. The Service intends to review, approve and sign each PPA before May 1, 2015.
- iii. Proposers shall outline estimated savings to the Service for the entire term of the Power Purchase Agreement. Proposers are required to stipulate the savings for the sale of solar generated price of electricity. Acceptable pricing structures will fall into one of the following general categories.
- iv. **Acceptable Pricing Structures**
 - 1. Fixed price.
 - 2. Fixed escalator.
 - 3. Any other applicable discounts or incentives
- v. While we have provided some specific requirements to solicit Proposer pricing structure/s, it is the Service's intent to realize cost savings and maintain fairness in this endeavor. As such, please feel free to provide any and all pricing options as seen fit, provided they are clearly presented, detailed, and understandable.

C. Design, Engineering and Permitting

- i. Ultimately, the proposed PV systems shall be installed at site(s) jointly identified and agreed upon by the Successful Proposer and the Service. As of the issuance of this RFP, the Service has identified the ARE Park (refer to Exhibit A) as the potential host site for a large scale PV array. Additional northern and southern zone sites are presented in Exhibit A.
- ii. The Successful Proposer shall design/engineer solar PV systems to maximize the solar energy resources at the Service's facilities, taking into consideration the facility's electrical demands and load patterns, proposed installation site, available solar resources, applicable zoning ordinances, installation costs and other relevant factors. Proposers must be a New York State Energy Research and Development Agency (NYSERDA) approved "Installer" and "Contractor" in full compliance status. Proposers must have a North American Board of Certified Energy Practitioners (NABCEP) PV Installation Professional in their employ who will be actively involved with the Service's project. Any contract addendums required by NYSERDA for complying with incentive applications shall become part of any agreements between the Successful Proposer and the Service.
- iii. The Successful Proposer will evaluate alternative structural and construction approaches for all facilities to ensure economical designs which optimize constructability and meet all applicable codes.
- iv. The Successful Proposer shall identify, in consultation with the Service, an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:
 - 1. Ease of maintenance and monitoring
 - 2. Efficient operation
 - 3. Low operating losses
 - 4. Secured location and hardware
 - 5. Compatibility with existing facilities
 - 6. Maintainability of existing landfill property as a result of installed equipment

- v. The Successful Proposer will incorporate the requirements of permitting agencies as may become apparent in the course of the design. All applicable federal and state laws, county, bi-county, local and municipal ordinances, and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the contract throughout the term of the agreement and shall be deemed to be included in the contract the same as though written out in full. All submittals, drawings and contract documents shall be reviewed and must be approved in writing by NYSERDA. No products shall be brought on the construction site(s) without the expressed written approval of NYSERDA.
- vi. The Successful Proposer will leverage all applicable Federal and New York State financial incentives and be responsible for all work and fees for successful compliance.
- vii. The Successful Proposer must complete the design for all elements of the project, including but not limited to civil, structural, architectural, mechanical, and electrical, and specialty consulting areas. Drawings shall be prepared and stamped by a licensed professional engineer registered in the State of New York. The Successful Proposer shall provide for the following scope of services:

1. **Professional Services**

- a. All engineering related analysis in regards to installation of PV equipment.
- b. Electrical drawings for the connection of the arrays to the existing electrical systems;
- c. Review of electrical drawings of solar arrays, inverter and other systems components (designed by the solar contractor's engineer) and review of placement of equipment;
- d. Obtain all permits (building, environmental, etc.), on behalf of the Service
- e. Development of an agenda for and chair of preconstruction meeting and preparation of and issuance of meeting minutes;
- f. Performance of weekly site observations during construction and preparation of and issuance of meeting minutes;
- g. Performance of weekly site observations during construction and preparation of written site observation reports;
- h. Observation of substantial completion and preparation of all required commissioning, validation reports, closeout documents that may be required by NYSERDA, etc.
- i. For the solar photovoltaic site, the Successful Proposer shall provide design documents that communicate the following information:
 - 1. System description equipment details and description layout of installation selection of key equipment;
 - 2. Specifications for equipment procurement and installation;
 - 3. All engineering associated with structural and mounting details for performance of equipment components, subsystems, specific site projects integration of solar photovoltaic system with other power sources;
 - 4. Electrical grid interconnection requirements controls, monitors and instrumentation;
 - 5. Web-based performance and monitoring.

2. Construction Phase Services

- a. The Successful Proposer shall construct the photovoltaic projects in accordance with the documents approved by the Authorities Having Jurisdiction. The Successful Proposer will:
 - i. Conduct weekly meeting, as necessary, to provide schedule and status updates and technical review. Provide required shop drawings and material data submittals.
 - ii. Provide walkthrough and comments as necessary with the Service or its designated representative to generate a completion punch list and confirm all items are complete.
 - iii. Be responsible for complete management, supervision and reporting of all aspects of the construction of the project sites.
 - iv. Provide contract administration and inspection staff, including specialists necessary for the functional, safe, on-budget and on-schedule completion of the project sites, starting with the issuance of Notice to Proceed and extending through Notice of Completion and Acceptance. Ensure construction compliance with applicable local, state and federal codes, building and environmental permit requirements, and construction mitigation documents and enforcement of the Contract Documents.
 - v. Implement and maintain an internal records management and documentation control systems as required, to support project operations.
 - vi. Administer and enforce any environmental mitigation monitoring and reporting plans for the projects. Install photovoltaic panels, inverters and other components that meet NYSERDA standards required for incentive compliance.
 - vii. Supply all equipment, materials and labor necessary to install the photovoltaic systems and integrate them with other power sources.

3. Electrical Interconnections

- a. The Successful Proposer shall supply and install all equipment required to interconnect the photovoltaic systems to the existing National Grid distribution system and fulfill all application, study, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the successful proposer.
- b. The successful proposer must file an application for a preliminary study with National Grid or NYSEG in order to ascertain any potential system impacts in regards to a large scale PV interconnect. As potential system impacts and subsequently interconnect costs cannot be ascertained in advance of a complete CESIR (coordinated electric system interconnect review), the Service recognizes that final pricing structure, as presented by the Proposer in response to this RFP, may change based on the results from a completed full CESIR. Should the preliminary study from National Grid or NYSEG indicate that system impacts are minimal and a full CESIR study is recommended, the Proposer shall provide all applications, fees, documents, etc., as necessary to have the full CESIR completed.
- c. The Service reserves the right to cancel the project, at any time, without any compensation to the proposer, should information in advance of or after a CESIR is issued, indicates that the project is not financially advantageous to the Service.

D. Commissioning and Acceptance Test for Initiating the Power Sales Agreements

- i. During the start-up, the Service shall observe and verify the system's performance. Required commissioning and acceptance test services include:
 - 1. Starting up the photovoltaic systems until it achieves the performance requirements of the power sales agreement;
 - 2. Conducting the successful delivery of power upon completion of system commissioning. Performance testing shall be done over a consecutive twenty-four (24) hour period, minimum.
 - 3. Conducting the successful delivery of power within thirty (30) days following the completion of the system.

E. Operation and Maintenance Manuals, and Record Drawings

- i. Although the Successful Proposer will own, operate, and maintain all systems, the Service shall be supplied with three (3) sets of site-specific operation, maintenance and parts manuals for the installed photovoltaic system. The manuals shall cover all components options and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment at the site. Included shall be three (3) sets of record (as-built) drawings and copies of electronic files in PDF and AutoCAD. The above items shall be delivered prior to acceptance of the system.

F. Monitoring

- i. Monitoring of system performance and providing public education and outreach is a critical element of this RFP. The Successful Proposer shall provide a turnkey data acquisition and display system that allows the Service to monitor, analyze and display historical and live, solar electricity generation data for all installed equipment.
- ii. The system will allow the Service to track progress of renewable energy and carbon offset compared to grid supplied electricity for all the systems combined as well as monitor performance against the warranted production requirements. The regularly collected data should reflect, but not be limited, to the following:
 - 1. System performance
 - 2. System availability
 - 3. Average and accumulated output
 - 4. Capacity factor
 - 5. Degradation
 - 6. Cost Avoidance
- iii. The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via Internet or telephone from each site to a server managed by the Successful Proposer. Data storage, management and display will be the responsibility of the Successful Proposer. The data acquisition system must not require that a dedicated or always-on personal computer be located at each site.
- iv. If NYSERDA incentives are utilized in the development of the photovoltaic projects, the monitoring and reporting system shall comply with their program requirements, in addition to those stated within this RFP and subsequent Proposer-Customer Agreements
- v. Additionally, the data acquisition system shall provide the Service the ability to integrate live and historical solar energy information for individual systems as well as for the aggregated performance of the site into its website(s), a provided display and/or potential public kiosks.

G. PV System Removal

- i. The awarded Proposer shall bear the sole responsibility of removing the PV system:

1. At the end of the twenty (20) year service term should the Service, in its sole discretion, elect to opt out and not purchase the PV system.
2. Should the PPA agreement terminate prior to the twenty (20) year term for any reasons as stipulated the PPA agreement.

H. Renewable Energy Credits

- i. If NYSERDA incentives are utilized in the development of the photovoltaic projects, then the attributable renewable energy credits (RECs) shall be regulated as required by NYSERDA and the NYS Public Service Commission.

I. Warranties and Guarantees

- i. The Successful Proposer shall provide the following:
 1. Any and all warranties required to qualify a system for available incentives or rebates.
 2. The Successful Proposer shall utilize photovoltaic modules and inverters manufactured by companies currently doing business whose financial stability ensures any and all warranties provided by the manufacturer will be met for the duration of the warranty. All PV equipment shall be approved and acceptable by NYSERDA.
 3. The module(s) selected by the successful Proposer shall be covered by a minimum of ten (10) year manufacturer's workmanship warranty and a minimum of twenty (20) year manufacturer's performance warranty totaling no less than 5% module degradation per annum.
 4. The inverter(s) selected by the successful Proposer shall be covered by a twenty (20) year warranty ensuring its operation for the contract period. Furthermore, this warranty shall be accompanied by a minimum of ten (10) year preventive maintenance agreement provided by the manufacturer.
 5. In the event that the successful Proposer becomes insolvent or for any reason is unable to meet the terms of the PPA during the contract term, all manufacturer's warranties and maintenance agreements shall be transferrable without cost to the Service for the remainder of the contract period.
 6. Savings Guarantee:
 - a. Proposers shall guarantee that the unitary price of solar-generated electricity shall not be more than the sum of the Service's total annual average delivery and supply kWh costs during any year of the Term. Failure to provide this guarantee shall be grounds for termination of the Power Purchase Agreement with no penalty to the Service.

3. PERIOD OF PERFORMANCE

- A. All proposals shall be predicated on a period of performance commencing upon full execution of a contract with the selected consultant in March 2015. Madison County intends to solicit bids for construction in mid-2015 and commence with construction in 2015. Project close-out is anticipated in End of Year 2016.

4. QUESTIONS

- A. All questions in regard to the project will be accepted by email only.
- B. All questions must be received no later than 10:00 AM on April 15, 2015
- C. All Legal questions shall be directed to:

William M. Buchan, Esq.
buchanlaw@aol.com

D. All technical questions shall be directed to:

Scott Ingmire
MCPUS c/o Madison County Planning Department
138 North Court Street
Wampsville, New York 13163
scott.ingmire@madisoncounty.ny.gov

E. All answers to questions submitted will be sent in an addendum by email, no later than 2:00 PM on April 16, 2015

5. SELECTION

A. General

i. Madison County will utilize qualifications based selection. The successful firm shall demonstrate their understanding of the project, their ability to meet the technical and administrative requirements, and their ability to provide sufficient qualified staff to maintain the project schedule in a cost efficient manner.

ii. **Madison County reserves the right to reject any and all Proposals deemed not responsive.**

B. Evaluation Criteria

i. Proposals will be evaluated using the following criteria

EVALUATION CRITERIA	MAXIMUM POINTS
Project Understanding & Approach	30
Experience of Firm with Similar Projects	20
Experience, Qualifications and Availability of Key Personnel	10
Proposed Cost	40
Total	100

C. Selection and Procurement Schedule

i. Madison County anticipates the following procurement schedule:

Question received no later than 10:00 AM	April 15, 2015
Responses to Questions will be emailed by 2:00 PM	April 16, 2015
Receive Proposals	April 24, 2015
Complete Proposal review	April 27, 2015
Notice of intent to award	April 28, 2015
Execute contracts	May 1, 2015

D. Interested firms are required to submit one (1) Original, two (2) copies and one (1) digital copy of their proposal addressed to:

Nicole Schafer-Farino
Purchasing Agent
Madison County Purchasing Department
138 North Court Street
PO Box 635
Wampsville, NY 13163
nicole.farino@madisoncocounty.ny.gov

E. RFPs shall be received no later than 2:00 pm on April 24, 2015. Proposals will not be opened publicly.

6. Directions for Submission of Proposals

A. Sealed Proposals, three (3) hard copies and one (1) electronic copy sent via email to the Purchasing Agent, one (1) hard copy must be clearly marked original and two (2) hard copies must be clearly marked copy will be received by the County Purchasing Agent, Madison County Office Building, 138 North Court Street, Wampsville, NY 13163 until Friday, April 24, 2015, 1:00 p.m. EST. *Note: Packages not containing the required number of copies will be automatically rejected.*

i. All proposals shall be marked:

1. RFP-MC-2015-0002, MADISON COUNTY PUBLIC UTILITY SERVICE ENERGY PERFORMANCE CONTRACTS/ POWER PURCHASE AGREEMENTS MULTIPLE 2 MW PHOTOVOLTAIC POWER PRODUCTION SYSTEMS

ii. Submitters shall include all documents necessary to support their proposal in the sealed package.

iii. Submitters shall be responsible for the delivery of proposals during business hours to the address indicated in the RFP. It shall not be sufficient to show that the proposal was mailed in time to be received by the scheduled closing time.

B. No proposal will be considered which is not accompanied by all required documentation and signed by the proposer.

C. Proposals must be received on or before the specified time and date. Proposals received after the specified time will be returned unopened.

D. Proposal information is restricted and not publically available until after the award of the contract by the Purchasing Department.

E. Proposal Format

i. Proposals must be typed or printed on 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages shall be sequentially numbered within document sections, following the format described below. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

1. Cover Section

- a. Cover Page
 - i. Full proposal name
 - ii. Submission date and time
 - iii. Proposer's name and contact information
 - iv. Name and contact information for the single point of contact for all phases of the project, if different than the Proposer.
- b. A Cover Letter highlighting any special features of the Proposal
- c. A signed copy of the "REQUEST FOR PROPOSAL" page attached to this document on page 18
- d. A signed Copy of the "Hold Harmless" page attached to this document on page 17
- e. a letter of commitment from the PPA Financier agreeing to the proposed PPA rate and clearly outlining extenuating circumstances and conditions that could alter the agreed PPA rate at any time in the future.

2. Experience & Qualifications

- a. Project Development Experience
 - i. Describe which elements (finance, design, construction, service, etc.) of a photovoltaic installation will be managed by a partner or third-party other than the Proposer; and describe the structure that will ensure that the Proposer will be held accountable for the successful completion of each element of the project's development.
 - ii. Provide a list of at least (3) client References based on the following criteria:
 - 1. Customers of completed projects of similar size and scope to those proposed.
 - 2. Customers who are receiving operations and maintenance service.
- b. System Design Experience
 - i. Describe Proposer's experience with the design of similarly-sized ground-mounted PV systems.
 - ii. Provide a sample construction drawing set for one of Proposer's completed, similarly-sized, ground-mounted PV systems
- c. Section C: Project Construction Experience
 - i. Detail the number of megawatts the Proposer has constructed
 - ii. Detail other applicable solar project construction experience.
 - iii. Describe Proposer's Implementation of the PV construction standards and other safety measures.
- d. Section D: PV Supplies & Experience
 - i. List Panel and invert manufacturers and suppliers that the Proposer has worked with and describe the current relationship.
- e. Section E: Monitoring & Verification Capabilities
 - i. Describe the methodology and frequency of solar energy production reporting for the duration of the PPA.
 - ii. Describe the methodology and frequency of solar energy production reporting in relation to the facility's total energy load for the duration of the PPA.
 - iii. Describe the methodology and frequency with which environmental attributes data (e.g., RECs/carbon offsets) will be reported for the duration of the PPA.
- f. Section F: Team

- i. Provide organizational chart detailing positions and reporting structure of all key personnel.
- ii. Provide one-page resumes for key personnel.
- iii. Describe Proposer's team organization including any subcontractors or partnerships.
- iv. Provide location of Proposer's nearest regional office in relation to the project site/s.
- g. Section G Additional Services & Capabilities
 - i. Describe any additional services that Proposer will provide as part of this proposal or at additional cost.
- h. Section H: Early Termination
 - i. Describe in detail the Proposer's terms and conditions and any associated out-of-pocket costs and/or penalties for the early termination of the PPA by the Service without cause.
 - ii. Describe the Proposer's processes, procedures and timeline associated with the early termination of the PPA at specific points from contract signature to potential CESIR, to NYSERDA Submission, to pre-installation.

3. Technical Information

- a. Section A PV System
 - i. Describe PV technologies that will be installed and any warranties on specific equipment types or their equivalent.
 - ii. Provide a preliminary system layout for proposed location including: actual-installed kW DC nameplate system size, configuration, azimuth, and tilt angle for each proposed system.
 - iii. Provide a sample or preliminary electrical single or three-line diagram highlighting major equipment currently employed by Proposer.
 - iv. Provide a sample or preliminary project schedule with milestones for design, permitting, material delivery, installation and commercial operation.
 - v. Use actual installed kW DC nameplate capacity. Assume 100% solar access for the purposes of this PPA. Cite the weather data source and estimating tool used to predict system output.

4. Pricing & Terms

- a. Section A: Pricing information
 - i. Provide pricing per project utilizing a specific year term.
 - 1. Fixed Price
 - 2. Fixed escalator
 - 3. Any other applicable discounts or incentives.
 - ii. Provide list of any pricing exceptions that may affect price.
 - iii. Provide sample of Proposer's PPA in its entirety.
- 5. State exceptions and omissions to the stated requirements.
- 6. Summarize any and all assumptions (made by the submitter) in order to adequately respond to the requirements of the RFP

ii. SUBMITTER RESPONSIBILITIES

- 1. Proposal Certification, Verification, and Signature
- 2. Unsigned proposals will be eliminated

3. It is the sole responsibility of the submitter to assure that they have received the entire Request For Proposal
4. The RFP and any addenda may be secured by contacting the County Purchasing Department

7. Modification or Withdrawal of Proposal

A. A proposal that is in the possession of the Purchasing Agent, may be altered by a letter bearing the signature or name of the authorized person, provided it is received **PRIOR** to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Purchasing Agent may be withdrawn by the proposer up to the time of opening.

8. Preparation of Proposal

- A.** Submitters are expected to examine all special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the proposer's risk.
- B.** No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements set forth in this RFP.

9. Award and Contract Information

- A.** The submitter expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- B.** Madison County reserves the right to reject any and all proposals to waive any informality or technical defect in the proposals, or to award the contract in whole or in part if deemed to be in the best interest of the County to do so.
- C.** This Request for Proposal shall become part of a contract for professional services and will be in effect for the duration of the contract period.
- D.** The selected successful submitter will be required to enter into and sign a formal contract for services with the County with reasonable adjustments acceptable to the County. The contract language will supersede control over any language contained within this RFP that conflicts with the signed and fully executed contract

10. INSURANCE REQUIREMENTS

- A.** At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:
 - i. Reference the PPA number and name, or be endorsed to cover the Successful Proposer and the Installer as the insured, the Service, NYSERDA and the State of New York as additional insured, and reference all work to be performed under the PPA;
 - ii. Be reasonably satisfactory to the Service in all other respects. The Service reserves the right to request insurance documentation and copies of subcontractor agreements for any

subcontractor, and to request the identity of all individuals participating in the photovoltaic system installation.

B. The Successful Proposer and its subcontractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability.

i. Worker's Compensation Employer's Liability and Disability Benefits Coverage of at least \$500,000 each accident for bodily injury by accident and \$50,000 each employee for injury by disease. In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

1. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability and Disability Benefits Coverage, OR
2. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).
3. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200.

ii. Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operation Aggregate and \$2,000,000 Annual Aggregate.. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade contractor, and service maintenance agreements must utilize the additional insured endorsement CG 20 10 11 85 or CG 20 10 (10/93) AND CG 20 37 (10/01) AND CG 20 33 (10/01) AND CG 20 37 (10/01) or an endorsement providing equivalent coverage to the additional insureds. The insurance coverage shall contain a waiver of subrogation in favor of Madison County. Acceptable proof of the waiver of subrogation and the County's additional insured status may be evidenced through a copy of the policy form or endorsement.

1. A per Project Aggregate endorsement shall be included.

iii. Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured. Acceptable proof of the County's additional insured status may be obtained by submitting a copy of the policy form or endorsement. The insurance coverage shall contain a waiver of subrogation in favor of Madison County.

iv. **Professional Liability** with limits not less than \$1,000,000 per occurrence; \$3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a ‘tail policy’).

v. **Commercial Umbrella Liability** with limits not less than \$2,000,000 per occurrence; \$2,000,000 in the aggregate. The County must be listed as additional insured. Acceptable proof of the County’s additional insured status may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate.

vi. **Owner Contractor Protective Liability (OCP):** The Successful Proposer shall purchase for the benefit of the Service a policy listing Madison County as the named insured for the limits of \$1,000,000 each occurrence; \$1,000,000 aggregate.

vii. **Installation Floater** The Successful Proposer shall purchase the policy naming the County of Madison as an additional insured/loss payee for the project. The limits insured shall equal the contract sum and any subsequent amendments. The policy shall be written for 'special perils' and include coverage for material in transit and stored off-premises that are dedicated for the project. The Successful Proposer shall be responsible for any deductible in the event of a loss. The Successful Proposer, its subcontractors and the County shall mutually waive subrogation against each other.

viii. **THE COUNTY OF MADISON MUST BE NAMED AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.**

ix. All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A or better. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

x. Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

xi. Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Madison County Attorney
County Office Building
138 North Court Street
Wampsville, New York 13163

- xii. Acceptable proof of the thirty day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.
- xiii. All losses of County property shall be adjusted with and made payable directly to the County.
- xiv. All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.
- xv. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

11. PIGGYBACKING PROVISION

- A.** This procurement is being issued by the Service pursuant to Article 9 of the New York State Energy Law for Energy Performance Contracts in Connection with Public Buildings and Facilities. Upon a resolution of the County Board of Supervisors and pursuant to Section 408-a of the County Law as well as Sections 103 (16) and 119-o of the General Municipal Law, municipalities throughout New York State will be able to avail themselves of the terms and conditions of the proposals tendered in response to this RFP. Reference the PPA number and name, or be endorsed to cover the Successful Proposer and the Installer as the insured, the Service, NYSERDA and the State of New York as additional insured, and reference all work to be performed under the PPA;
- B.** The Service reserves the right, at its sole discretion, to accept or reject any or all responses to this RFP, to negotiate with any or all firms considered, or to cancel this RFP in whole or in part. The Service reserves the right to request additional information from any or all Proposers. The Service reserves the right to waive any and all information and irregularities as it deems in the best interest of the Service.

12. WAGE AND HOURS PROVISIONS

- A.** All work performed under the PPA shall not be considered Public Work nor subject to Article 8 and 9 of the NYS Labor Law, including but not limited to requirement for paying prevailing wages.

13. SAFETY

A. Successful Proposer will provide a detailed safety plan for construction and maintenance phases.

14. INDEMINIFICATION

A. The Successful Proposer shall indemnify and hold harmless from damages, losses and judgments arising from claims by third parties, including reasonable attorney’s fees and expenses recoverable under applicable law, in connection with the services provided under the PPA. Proposers are to complete and return the provided Hold Harmless Agreement (see following page).

HOLD HARMLESS AGREEMENT

To the extent permitted by law, the Solar Developer shall indemnify, hold harmless and defend the County of Madison and its employees against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission of the Solar Developer or anyone directly or indirectly employed by it or anyone whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, the Solar Developer's obligation to indemnify the County of Madison and employees for any judgment, mediation or arbitration award or settlement shall extend only to the percentage of negligence of the Solar Developer or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. In any and all claims against the County Madison or any of its agents or employees brought by an employee of the Solar Developer, the indemnification obligation under this paragraph shall not be limited by any limitation of amount or type of damages, compensation or benefits payable by or for the Solar Developer under workers' compensation and benefit acts or other employee benefit acts.

Project: Solar Power Installation

Signature of Solar Developer: _____

Date: _____

Signature of County of Madison: _____

Date: _____

REQUEST FOR PROPOSALS

RFP Ref#: RFP-MC-2015-0002

Title: MADISON COUNTY PUBLIC UTILITY SERVICE ENERGY PERFORMANCE CONTRACTS/ POWER PURCHASE AGREEMENTS MULTIPLE 2 MW PHOTOVOLTAIC POWER PRODUCTION SYSTEMS

Closing Date and Time: April 24, 2015 13:00 hours (EST)

Deliver To: Ms. Nicole Schafer-Farino
Madison County Purchasing Agent
County Office Building, 2nd floor
138 North Court Street
P.O. Box 635
Wampsville, New York 13163

In compliance with the RFP specifications and the conditions of submitting a proposal, I the undersigned, offer and agree to furnish any or all supporting materials upon which consultant services are determined, to the County within the time specified.

I (we) further certify that I have not been debarred, suspended, or otherwise made ineligible for participation with municipal contracts in New York State or with Federal Assistance programs under Executive Order 12549 Debarment and Suspension: as described in the Federal Rules and Regulations.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal.

Name and Address of Record _____

State of Incorporation _____

Telephone Number _____ FAX Number _____

Mailing address _____

Federal ID Number _____

Authorized Signature _____

Print/Type Name _____

Title _____

EXHIBIT A

POTENTIAL PROJECT SITE INFORMATION

Solar Array



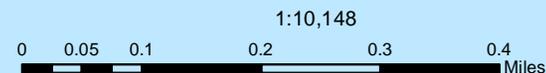
Calculate the advantage.



Legend

- Electric Lines
- E911 Roads CLASS**
- Interstate
- State
- US Highway
- County
- Local
- Private
- Municipal Boundary

Madison County makes no guarantee or warranty concerning the accuracy of information contained on this map. Madison County further makes no warranty, either expressed or implied, regarding the condition of the product or its fitness for any particular purpose. The burden for determining fitness for use lies entirely with the user. This is not a survey product. Parcel data is updated twice a year. The user should assume parcel data to be a minimum of 6 months old at any time. For further information please call the Planning Department at (315) 366-2376.



Solar Array



**Madison County,
136.-1-44
46.77 Acres**

EATON

Legend

-  Municipal Property
-  Electric Lines
- E911 Roads CLASS**
-  Interstate
-  State
-  US Highway
-  County
-  Local
-  Private
- NWI Wetlands WETLAND**
-  No
-  Yes
-  DEC Wetlands
-  Municipal Boundary
-  10 Foot Contours

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Solar Array



Legend

E911 Roads CLASS

- Interstate
- State
- US Highway
- County
- Local
- Private
- Municipal Boundary

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EXHIBIT B

**UTILITY BILL SUMMARY FOR EXISTING
CUSTOMERS OF THE SERVICE**

National Grid Project

Location	Facility	Meter Class	Total kWh	Total kWh Costs	\$/kWh (weighted average)
Madison County	Confidential Client	SC3 T&D	711,680	\$ 63,252.80	\$ 0.0802
Madison County	Confidential Client	SC2D T&D	33,520	\$ 3,847.16	\$ 0.115
Madison County	Confidential Client	SC2D T&D	24,981	\$ 2,735.86	\$ 0.109
Madison County	Confidential Client	SC2D T&D	243,200	\$ 21,895.35	\$ 0.088
Madison County	Confidential Client	SC2D T&D	52,906	\$ 5,008.98	\$ 0.087
Madison County	Confidential Client	SC2D T&D	17,489	\$ 1,446.27	\$ 0.085
Madison County	Confidential Client	SC2D T&D	133,120	\$ 12,047.52	\$ 0.082
Madison County	Confidential Client	SC2D T&D	66,854	\$ 5,121.44	\$ 0.0779
Madison County	Confidential Client	SC2D T&D	19,622	\$ 240.84	\$ 0.0662
Madison County	Confidential Client	SC2D T&D	30,559	\$ 2,030.22	\$ 0.0661
Madison County	Confidential Client	SC2D T&D	130,160	\$ 8,567.77	\$ 0.0661
Madison County	Confidential Client	SC2D T&D	20,366	\$ 1,328.30	\$ 0.0581
Madison County	Confidential Client	SC2D T&D	10,389	\$ 1,523.44	\$-
Madison County	Confidential Client	SC2D	28,865	\$ 3,281.09	\$ 0.082
Madison County	Confidential Client	SC2D	17,498	\$ 1,668.30	\$ 0.0804
Madison County	Confidential Client	SC2D	45,680	\$ 1,599.47	\$ 0.0804
Madison County	Confidential Client	SC2 T&D	79	\$ 8.47	\$ 0.142
Madison County	Confidential Client	SC2 T&D	11,959	\$ 1,464.68	\$ 0.1226
Madison County	Confidential Client	SC2 T&D	6,541	\$ 819.27	\$ 0.1226

Madison County	Confidential Client	SC2 T&D	12,219	\$ 1,492.42	\$ 0.122
Madison County	Confidential Client	SC2 T&D	8,644	\$ 1,415.28	\$ 0.110
Madison County	Confidential Client	SC2 T&D	12,078	\$ 1,206.17	\$ 0.082
Madison County	Confidential Client	SC2 T&D	8,920	\$ 1,199.55	\$ 0.0751
Madison County	Confidential Client	SC2 T&D	270,560	\$ 17,842.31	\$ 0.0581
Madison County	Confidential Client	SC2 T&D	13,221	\$ 2,854.53	\$-
Madison County	Confidential Client	SC2 T&D	6,048	\$ 972.97	\$-
Madison County	Confidential Client	SC2	533	\$ 878.03	\$ 0.138
Madison County	Confidential Client	SC2	17,001	\$ 2,366.39	\$ 0.138
Madison County	Confidential Client	SC2	11,214	\$ 1,562.52	\$ 0.137
Madison County	Confidential Client	SC2	13,359	\$ 1,947.03	\$ 0.089
Madison County	Confidential Client	SC2	18,925	\$ 1,937.93	\$ 0.0762
Madison County	Confidential Client	SC2	10,929	\$ 979.53	\$ 0.0726
Madison County	Confidential Client	SC2	47	\$ 3.75	\$ 0.0159
Madison County	Confidential Client	SC1 Heat	10,582	\$ 1,325.23	\$ 0.123
Madison County	Confidential Client	SC2D T&D	27,827	\$ 2,737.08	\$ 0.081
Madison County	Confidential Client	SC2D T&D	313,920	\$ 20,717.85	\$ 0.0581
Madison County	Confidential Client	SC2D T&D	88,960	\$ 5,866.70	\$ 0.0581
Madison County	Confidential Client	SC2D	41,197	\$ 4,104.54	\$ 0.082

Note: Highlighted rows have missing bills.

TOTALS **2,491,652** **\$ 209,297.0**

NYSEG Project

Location	Facility	Meter	Total kWh	Total kWh	\$/kWh
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		Class		Costs	
Madison County	Confidential Client	12002	317	\$ 34.85	\$ 0.1099
Madison County	Confidential Client	12002	17,388	\$ 1,672.14	\$ 0.0962
Madison County	Confidential Client	12002	19,870	\$ 1,370.45	\$ 0.0690
Madison County	Confidential Client	12002	21,096	\$ 171.33	\$ 0.0081
Madison County	Confidential Client	12002	9,086	\$ 504.84	\$ 0.1116
Madison County	Confidential Client	12002	5,856	\$ 793.23	\$ 0.1177
Madison County	Confidential Client	12002	13,404	\$ 1,795.93	\$ 0.1188
Madison County	Confidential Client	12006	7,583	\$ 1,275.87	\$ 0.9221
Madison County	Confidential Client	12002	15,750	\$ 1,799.96	\$-
Madison County	Confidential Client	12002	16,128	\$ 685.45	\$ 0.0845
Chenango County	Confidential Client	12002	515,640	\$ 34,804.44	\$ 0.0667
Chenango County	Confidential Client	12002	96,360	\$ 6,394.33	\$ 0.0655
Madison County	Confidential Client	12006	4,714		
Madison County	Confidential Client	12006	2,369		
Madison County	Confidential Client	12002	298,300		
Madison County	Confidential Client	12002	80,870		
Madison County	Confidential Client	12002	53,095		
Madison County	Confidential Client	12005	2,155		
Madison County	Confidential Client	12002	188,110		
Madison County	Confidential Client	12002	55,690		
Madison County	Confidential Client	12002	33,768		
Madison County	Confidential Client	12002	151,400		

Madison County	Confidential Client	12003P	530,400		
Madison County	Confidential Client	12006	4,620		
Madison County	Confidential Client	12002	75,640		
Madison County	Confidential Client	12002	18,440		
Madison County	Confidential Client	SC3P	7,674,060		
Madison County	Confidential Client	12002	351,100		
Madison County	Confidential Client	SC3P	319,920		
Madison County	Confidential Client	12002	2,470		
Madison County	Confidential Client	12002	134,520		
Madison County	Confidential Client	12009	2,636		
Madison County	Confidential Client	12002	19,970		

Note: Highlighted rows have missing bills; Data still being collected

TOTALS

10,742,725 \$ 51,302.8