

REQUEST FOR PROPOSALS

Procurement and Installation of Solar Power Systems at:

- **The Albert A. Capellini Community and Cultural Center**
- **The Yorktown Heights Water Pollution Control Plant**
- **The Yorktown Police Department and Yorktown Justice Court Buildings**
- **The Yorktown Highway Department**
- **The Yorktown Town Hall**

**Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598**

Issue Date: 04/18/2025

Proposals Due By: 05/12/2025

Contents

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

Appendix 3: Certificate of Non-Collusion
Appendix 4: Surety Bond Form

17
18

1. Executive Summary

The Town of Yorktown (the “Town”) would like to maximize potential energy cost savings, reduce risk of electricity rate increases, lower greenhouse gas emissions and set an example for residents by installing photovoltaic solar systems on rooftops of municipal buildings at selected sites. The Town seeks proposals from solar energy developers (“Respondents”) for all roofs on the chosen sites. The Respondents will submit proposals for each site for the option of full ownership by the Town. The Town is also interested in details of a power purchase agreement or a lease arrangement and requests that they also be included in the proposal. The sites will be treated separately (thus each Respondent will propose independent projects for each site):

- The Albert A. Capellini Community and Cultural Center, 1974 Commerce Street, Yorktown, NY (“Capellini Center”)
- The rooftops of any or all of the buildings at the Yorktown Heights Water Pollution Control Plant, 2200 Greenwood Street, Yorktown, NY (“Sewer Plant”)
- The Yorktown Police Department and Yorktown Justice Court Buildings, 2281 Crompond Road, Yorktown, NY (“Police / Court Buildings”)
- The Yorktown Highway Department, 281 Underhill Avenue, Yorktown, NY (“Highway Building”)*
- The Yorktown Town Hall, 363 Underhill Avenue, Yorktown Heights, NY (“Town Hall”)

The Respondents will survey all potential roofs and sites, and review historical energy usage and rooftop use and condition. They will include in their proposal the Respondent’s company Information, qualifications and insurance (detailed later in this document), project management details, and detailed project information for each site including drawings, electrical production, capacity, cost and specifics of the hardware installed (detailed later in this document)

Note that each site will be treated as an independent project and each site system cost must stand on its own. The Town is interested in any discounts for awarding multiple site installations to a Respondent. The Town may choose to award the project in any way they desire, such as in phases, in groupings or different Respondents for different sites.

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

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

Some of the proposal information is not due with the initial proposal and has been marked (phase 2) and is due only if the Town contacts the Respondents after reviewing the initial proposals (and in that case, it is due within 10 working days of notification from the Town).

*Note: Electricity usage at the Highway Department Building is not clear at this time.

2. Background

The Town is located in Westchester County and is home to about 37,000 residents and has about 13,000 households. Part of the Town's electricity service is provided by New York State Electric and Gas (which does not provide natural gas in this area) and part by Consolidated Edison. Each of the sites chosen in this RFP receives electricity from the New York State Electric and Gas company.

The Town wishes to bring this project to our community with the following goals:

- Get the maximum financial benefit for our investment in the long term
- Reduce operating costs
- Stabilize electricity costs
- Help create local jobs
- Reduce Scope 2 (non-local) GHG emissions to reduce impact on climate change
- Reduce emissions of PM 2.5 (small particles that are easily inhaled and are linked to disease) in areas near power generating facilities
- Advance the community's sustainability goals
- Set an example for residents
- A safe installation and operation
- Maintaining access and integrity of our existing facilities and systems.

3. Project Scope of Work

Project Description

The Town is seeking proposals for rooftop solar systems for all sites (each separate and independent of each other) described in Appendix 1.

The selected Respondent for any site will be responsible for a **turnkey** installation. This includes and is not limited to: design, engineering, permitting, installation (including managing deliveries and any site staging), testing, operation, maintenance, repair, management including, without limitation, procurement of the solar photovoltaic equipment and related services, including any necessary changes to the utility service. The successful Respondent will be solely responsible for commissioning, interconnection, metering, and for providing security for the system during installation and startup operation. The successful Respondent shall be responsible for all project costs including, but not limited to: the furnishing of all materials, services, labor, performance and payment bonds, insurance, waste disposal and other costs incurred in the preparation of this response and the performance of the work under this proposal.

- The System design and installation shall comply with OSHA and all applicable building codes.
- The System shall not impair existing roof drainage.

- The Town requires minimum warranties of 25 years for the solar panels, 20 years for inverters and electronic equipment, 5 years for general workmanship and 10 years against leaks of roof penetrations.
- The Town requires a cloud based software system that facilitates data downloads in spreadsheet format.
- The installation should comply with conditions described in the latest version of [NYSERDA's NY-Sun Con Edison Program Manual](#).
- All roof systems designs shall be approved by a structural engineer
- Note: the Respondent will be held responsible for any damage, including water damage, caused by its installation of the system.
- The roofs are to be surveyed for existing conditions to ensure they are in adequate condition for the solar installations with appropriate remaining lifetimes on the order of 30 years.

Site Description

The potential sites are described in Appendix 1 attached to this RFP.

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

Community Engagement

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

Local Business Utilization

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

Award

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

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

Surety Bond (phase 2)

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

Insurance (phase 2)

Prior to commencement of any work under this Proposal and until completion and final acceptance of the work, the Respondent (for these purposes, the "Contractor or Contractor/Provider") shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

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

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

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

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

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

Subcontracting

Any and all subcontractors are to be listed in the proposal. Changes are not to be made without Town's express prior written approval.

Indemnification

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

Compliance with Laws

Any Respondent awarded work will be required to comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

Prevailing Wage

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

Governing Law, Venue

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

Respondent Due Diligence

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

4. Timeline

EVENT	TARGET DATE
Issuance of Request for Proposal	April 18, 2-25
Informational Respondent Meeting and Site Visit	April 25, 2025
Deadline for Submission of Questions	May 1, 2025
Town Issues Responses to Respondent Questions	May 4, 2025
RFP Submission Deadline	May 12, 2025

5. Submission of Questions

The Designated Contact Person during the RFP period is Philip Marino. Other than questions, all communication of any kind regarding this RFP during this period must be made via email at pmarino@yorktownny.gov. All questions and inquiries regarding this RFP must be submitted via email to Diana L. Quast, Town Clerk at dquast@yorktownny.gov and no later than May 1, 2025. Questions submitted in writing must include the firm name and the name, title, address, telephone number, and email address of the individual submitting the question. Any questions regarding proposal requirements or specifications received after this date and time will not be considered for response.

Questions will not be answered directly. The Town will issue an addendum to address the written questions submitted by the deadline and they will be posted on the Town Clerk's webpage at yorktownny.gov Bid/RFP and bidnedirect.com. Any addenda will be posted by dquast@yorktownny.gov to all attendees at the mandatory site visit.

6. Informational Respondent Meeting and Site Visit

The Town will hold a mandatory meeting for all interested Respondents on April 25, 2025, at 12:00 noon at the Town Board meeting room at 363 Underhill Avenue, Yorktown Heights, NY 10598. Enter only on the front side of the building. It is mandatory that all interested Respondents attend in order to familiarize themselves with existing conditions and project requirements. Respondents interested in attending must confirm attendance by contacting dquast@yorktownny.gov at least one day in advance. If necessary the location may be changed.

7. Submittal

Responses must be mailed to Diana L. Quast, Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598 by May 12, 2025 at 2:00 p.m. The Respondent shall include a cover letter with the signature, name, and title of the person authorized to submit the proposal on behalf of the Respondent. The Respondent shall enclose one (1) electronic version in a searchable text format (in Adobe Acrobat (pdf) format of the proposal. The subject line shall read:

"Procurement and Installation of Rooftop Solar Systems"

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

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

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

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

8. Proposal Requirements

These instructions outline the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Any information that is not required with the initial proposal is marked (phase 2).

Table of Contents

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

Section 1 – General Respondent Information

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

Section 2 – Experience & Qualification

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

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

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

- Provide proof of installation of past solar projects: source(s), dollar value, and dates.
 - Provide names of your financing partners, and current terms
 - Experience with going after federal tax credits and if working with a specialized firm, please provide their name and their experience set
- Hardware in Current Environment
 - Provide brand and quantity of any “stockpiled” tariff exempt equipment to be used in this proposal and address tariff impacts (if any) in your price
- Future Changes
 - What are your site improvement capabilities (upgrades to equipment over time, etc.) and how are these handled in your contracts?

Subcontractors

If the Respondent is planning on utilizing subcontractors, they must be listed here along with their Experience Modification Rate (EMR) for each of the past three years and their firm’s OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past three years.

Section 3 – Proposal Narrative

Project plans must include the following:

- Project Management Plan (phase 2)
 - Provide a detailed narrative description of the approach for installing the proposed project, including how the Respondent will work with subcontractors, municipal agencies, and other relevant stakeholders. Detail how the Respondent will approach special site considerations such as the limited access to the Facility's rooftop.
 - Provide a detailed description of each task and delivery. Include a project schedule indicating key milestones and durations of various activities.
 - Respondents must demonstrate a firm understanding of permits required to successfully execute the project and the requirements for dealing with the local utility for interconnections and related issues. The selected Respondent will be responsible for all necessary environmental testing, permitting, and compliance. To the extent possible, Respondents should identify the regulatory and permit conditions relevant to their proposals, potential conflicts between the project and existing permit conditions, and variances that might be required.
- Operations and Maintenance Plan (phase 2)
 - The Respondent will be responsible for Maintenance services for at least 5 years after the startup date of the System. Describe the proposed procedures for maintaining the system, detailing duties performed and if the maintenance will be performed by the Respondent or a third-party provider.
 - The Respondent shall restore the non-System portion of the property to its condition as it existed before the System was installed, pursuant to measures which may include the following :
 - Removal of all operator-owned equipment, concrete, conduits, structures, fencing, and other items used during the installation.
 - Removal of any solid and hazardous waste resulting from the installation in accordance with local, state and federal waste disposal regulations.

Section 4 –Technical Proposal

For each site, the Respondent is to provide:

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

- Design: Include Preliminary Drawings for the proposed PV system (Care must be taken to ensure accessibility to any rooftop equipment and for future solar system maintenance.) that include (at a minimum):
 - System size (in kW DC and kW AC)
 - Location and mounting of modules (including tilt) and support structures for the panels
 - (phase 2)Location of inverters
 - Any other site-specific information that will aid in overall evaluation.
 - Details of the roof attachment system and provisions to eliminate leaks
 - An assessment of the roof condition and remaining life
 - The brand and model of the solar panels and the warranty info
 - The brand and model of the inverter system and the warranty info
 - The brand and model of the monitoring system and warranty info
 - Examples of monitoring and reporting tools
 - Details on the support structures
 - The quoted cost per site system, showing all incentives (\$)
 - The estimated annual savings (\$)
 - (after award) Verification by a structural engineer that support structures will bear the additional load
 - Note: Respondents are encouraged to provide specification sheets for any proposed technologies as an appendix.
 - Provide details of a Power Purchase agreement as an alternative
 - Provide details of a Lease agreement as an alternative
- Distance to, and details of, the utility interconnection must be determined by the Proposer as part of its design
- Expected System Generation
 - Provide estimated annual production of the proposed solar project for years 1-25 inclusive of the proposed degradation rate.
- Proposed Timeline for each project
 - Provide a “strawman” schedule (durations, not specific dates) for each location

Section 5 – Price Proposal

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

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

9. Evaluation Criteria

Overview of Evaluation Process

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

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

At a minimum, Respondents shall meet the following requirements:

Timely submission of response and attendance at the mandatory meeting

- Submission of all required elements found in Section 8 of this RFP
- Certification of Non-Collusion (Appendix 3)
- Evidence of appropriate insurance

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

Financial Benefit to the Town - The Respondent should clearly identify the financial benefit to the Town of the proposed arrangement in the form of annual savings on operating costs at the Facility and predicted electrical output per year

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

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

Technical Proposal – The response will be evaluated on the preliminary system design that is provided and the selected equipment and corresponding warranties.

Appendix 1: Site Description

The following sites are to be evaluated and proposals developed for solar installations:

1. The Albert A. Capellini Community and Cultural Center, 1974 Commerce Street, Yorktown, NY (“Capellini Center”)
2. The rooftops of any or all of the buildings at the Yorktown Heights Water Pollution Control Plant, 2200 Greenwood Street, Yorktown, NY (“Sewer Plant”)
3. The Yorktown Police Department and Yorktown Justice Court Buildings, 2281 Crompond Road, Yorktown, NY (“Police / Court Buildings”)
4. The Yorktown Highway Department, 281 Underhill Avenue, Yorktown, NY (“Highway Building”)*
5. The Yorktown Town Hall, 363 Underhill Avenue, Yorktown Heights, NY (“Town Hall”)

The Facilities and adjacent land are entirely owned, maintained, and operated by the Town.

The electricity for all these facilities is provided by New York State Electric and Gas. Proposals should include arrangement of net metering and any other utility-related filings required to initiate and operate the system.

The Town has received billing history from NYSEG for the sites supplied as a separate spreadsheet. Here is information as provided. The Respondent is to verify to the best of their ability the information below:

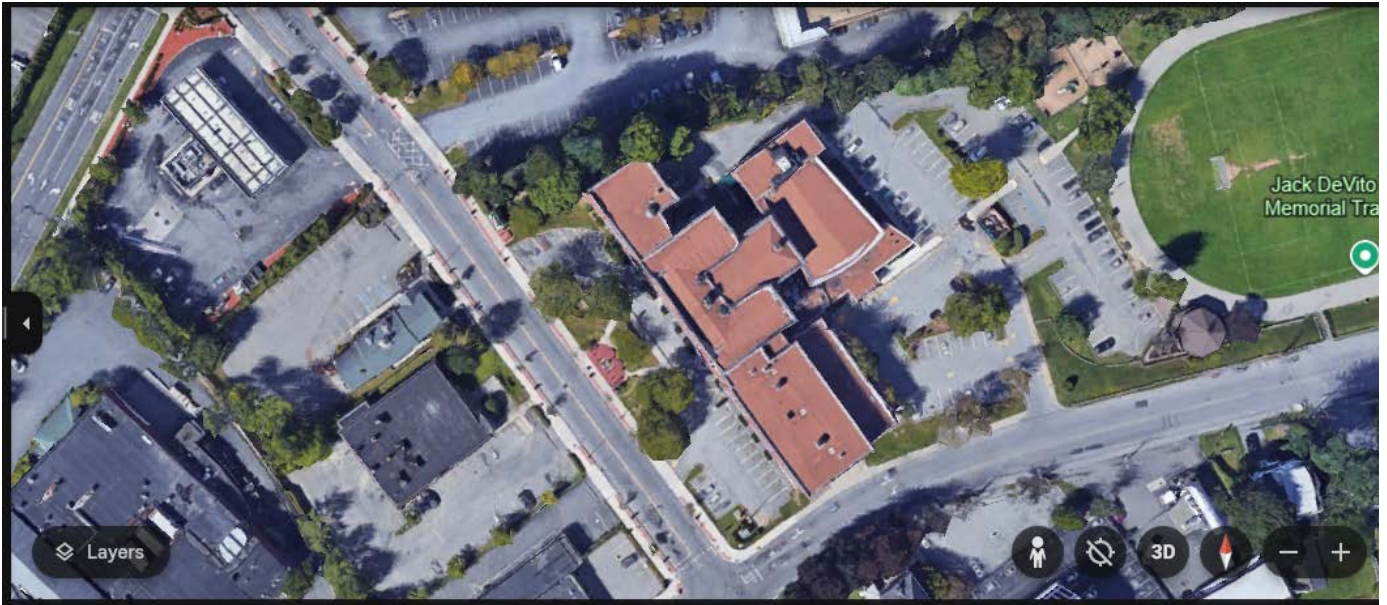
Site	Annual Kw Hrs*	Roof Notes
Capellini Center	252,000 - 380,000	Membrane issues resulted in partial replacement circa 2021
Sewage Plant	705,000	2007 new roof on main building. Smaller ones need survey
Police / Court Buildings	330,000 - 360,000	New roofs 2020
Highway Building	TBD - data unclear	Possible grant for roof replacement. This would be integrated into the project if funding can be obtained, and if this site is chosen.
Town Hall	107,000- 135,000	A small portion was replaced in 2019 due to a rip. We believe the rest is fairly old.

Numbers in bold are from 2024-2025. Others are from 2019-2020.

It is important to note that there may be multiple electrical meters serving a building or area. Respondent to verify.

The following are aerial views of the subject facilities:

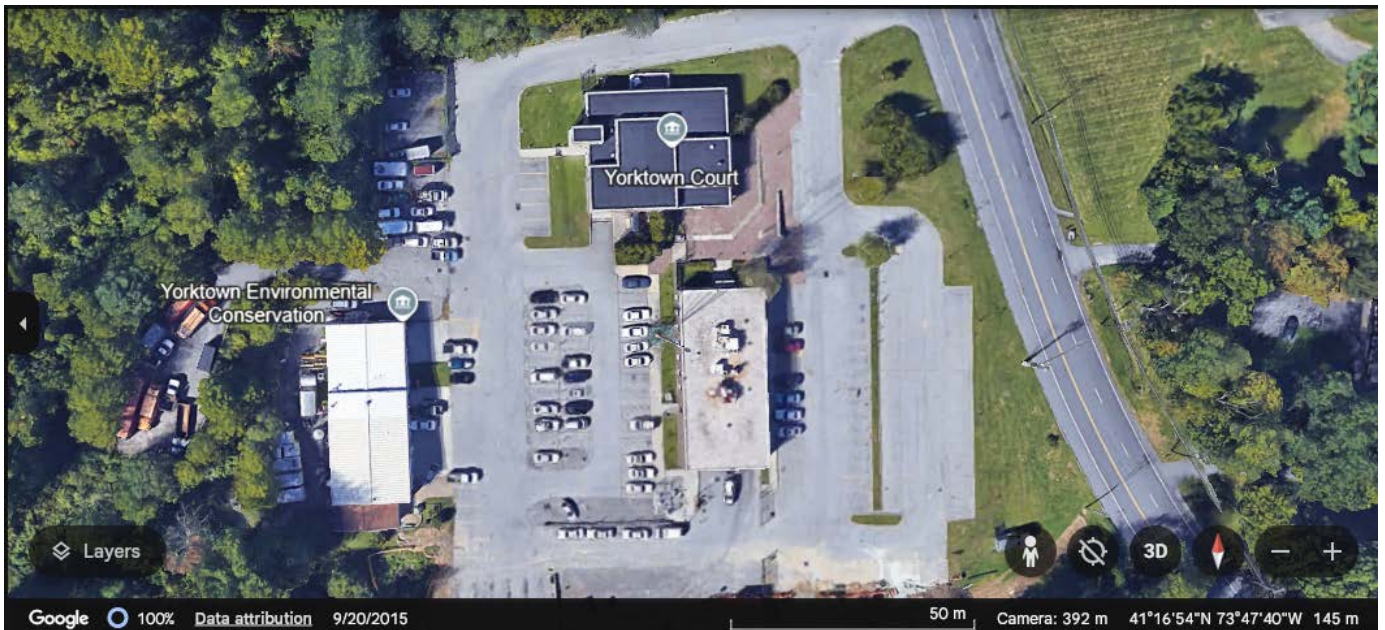
The Capellini Community Center at 1974 Commerce Street, Yorktown, NY ("Cappellini Center").



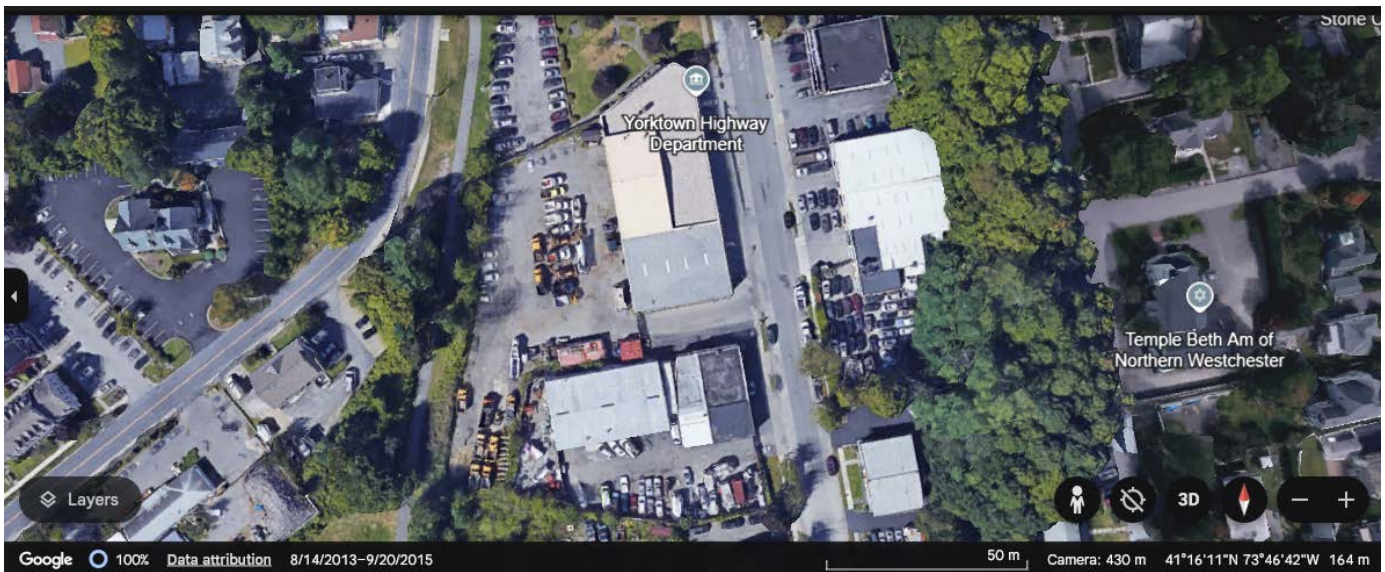
The rooftops, equipment and surrounding areas of the Sewer Treatment Plant at 2200 Greenwood Street, Yorktown, NY ("Sewer Plant")



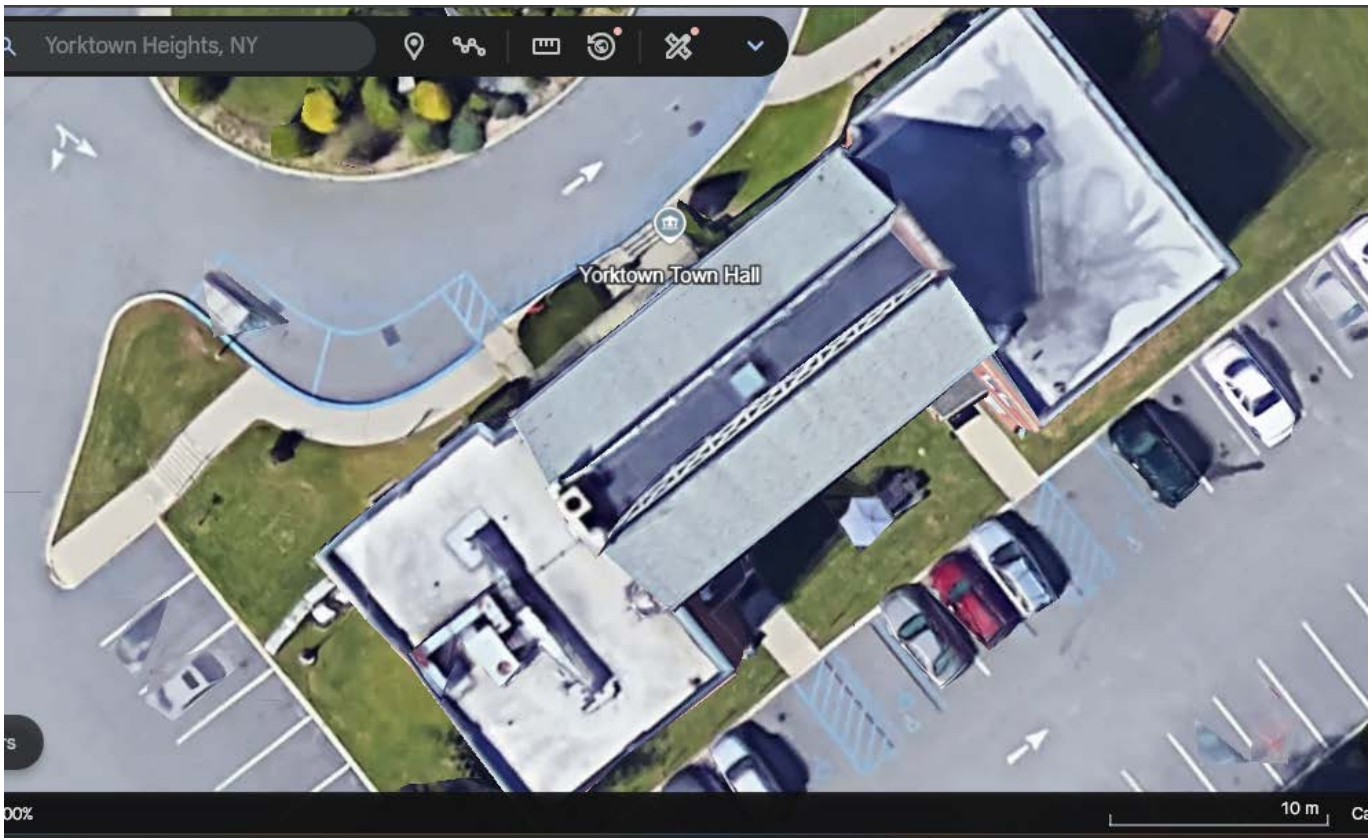
The Town Police and Court Buildings at 2281 Crompond Road, Yorktown, NY (Police / “Court Buildings”).



The Town Highway Department at 281 Underhill Avenue, Yorktown, NY (“Highway Building”).



The Town Hall at 363 Underhill Avenue, Yorktown, NY (“Town Hall”)



Appendix 2: Price Proposal Template

		Capellini Center	Sewage Plant	Police / Court Bldg	Highway Bldg	Town Hall
Ownership	PV System Capacity (kw-DC)					
	Yr 1 Generation (kw hrs)					
	25 year guaranteed generation (kw hrs)					
	O&M Annual Cost (\$)					
	Cost prior to any incentives (\$)					
	Incentives (\$)					
	Net Cost (\$)					
PPA	Term					
	\$/kw hr					
Lease	Term					
	\$/yr					

Please note any discounts to be applied such as a discount for awarding multiple sites to a single Respondent.

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

Appendix 3: Certificate of Non-Collusion

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

(Signature)

(Name of person signing proposal)

(Name of business)

Appendix 4: Surety Bond Form

CERTIFICATE OF SURETY

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

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

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

Surety Company or Agent

By

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

Name of Bidder

By

Witness

(signature)

Title