Request for Proposals (RFP) DOCCS #2015-06

Distributed Photovoltaic (PV) Solar Generating Facilities

Issue Date:    July 17, 2015  
Proposal Due Date:  October 27, 2015 by 3:00 P.M.
Notice to Bidders

1. Read the entire RFP document. Note the key issues such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.

2. The successful Bidder(s) must be able to provide one or more Distributed Photovoltaic Solar Generating Facilities for DOCCS. **One or more contracts may result from this RFP.**

3. Note the name, address, phone numbers and email of the designated contacts. These are the only individuals that you are allowed to communicate with regarding this RFP (see Section III – Designated Contacts).

4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (http://www.nyscr.ny.gov/) and the DOCCS (Community Supervision) website (https://www.parole.ny.gov/rfps.html).

5. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this RFP. All applicable amendment information must be incorporated in the bidder’s proposal.

6. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in the Summary Information Form (Page 1) - Key Events/Dates.

7. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.

8. Package your proposals as instructed in Section VI - Proposal Submission. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.

9. Submit your proposal so that it is received by the designated due date and time (see Summary Information Form (Page 1) - Key Events/Dates. **DOCCS will not consider for award proposals received after the due date and time indicated.**
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SUMMARY INFORMATION FORM

THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER’S RESPONSE

<table>
<thead>
<tr>
<th>RFP #: DOCCS 2015-06</th>
<th>RFP Title: Distributed Photovoltaic (PV) Solar Generating Facilities</th>
<th>RFP Release Date: July 17, 2015</th>
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</table>

Key Events

Request for Proposal (RFP) Issued | July 17, 2015 |
Pre-Bid Conference (Mandatory) | August 10, 2015 |
Submission of Written Questions – Deadline | September 9, 2015 |
Response to Questions Issued | September 18, 2015 |
Notice of Intent to Bid Due | October 2, 2015 |
Proposal Due Date | October 27, 2015 |
Anticipated Notification of Award | November 10, 2015 |
Anticipated Contract Start Date | February 15, 2016 |
Anticipated Contract Completion Date; Earlier of NYSERDA PON Requirements or December 31, 2016 | |

Contact Information

Primary Contact:
Carol Turo
Averill Harriman State Campus
1220 Washington Avenue
Albany, NY 12226-2050
Phone No. (518) 436-7886 X 3110
Fax No. (518) 436-1519
Email: doccscontracts@doccs.ny.gov

Secondary Contact:
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Albany, NY 12226-2050
Phone No. (518) 436-7886 X 3030
Fax No. (518) 436-1519
Email: doccscontracts@doccs.ny.gov

Other Contact:

Restricted Period

In accordance with the requirements of New York State Finance Law Sections 139j and 139k (“Lobbying Law”), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the New York State Department of Corrections and Community Supervision designated contacts only.

Bidder Information

Legal Business Name of Company Bidding: Bidder’s Federal Tax Identification Number:

D/B/A – Doing Business As (if applicable): NYS Vendor ID Number (See Exhibit B, Section 16):

Street Address: City/State: Zip Code:

If applicable, place an “x” in the appropriate box: (check all that apply)

☐ Small Business (if checked, provide # of employees ___)
☐ Disabled Veteran Owned Business
☐ Minority Owned Business (NYS Certified)
☐ Women Owned Business (NYS Certified)

If you are not bidding, place an “x” in the box and return this page only. ☐ We are unable to bid at this time because:

Bidders Signature: Title:

Printed Name: Date:
SECTION I: NYSDOCCS

New York State Department of Corrections and Community Supervision

NYSDOCCS Information

The New York State Department of Corrections and Community Supervision (DOCCS), guided by the Departmental Mission, is responsible for the confinement and habilitation of approximately 53,000 individuals under custody held at 54 state facilities and 36,000 parolees supervised throughout seven regional offices.

The Departmental Mission

Vision

Enhance public safety by having incarcerated persons return home under supportive supervision less likely to revert to criminal behavior.

Mission Statement

To improve public safety by providing a continuity of appropriate treatment services in safe and secure facilities where offenders’ needs are addressed and they are prepared for release, followed by supportive services under community supervision to facilitate a successful completion of their sentence.

SECTION II: OVERVIEW AND SCOPE OF WORK

1. NYS DOCCS Request for Proposal

The objective of this Request for Proposal (“RFP”) is to support New York State’s (NYS) Reforming the Energy Vision (REV) initiative by increasing the use of electricity generated from clean, renewable solar power in NYS Department of Corrections and Community Supervision (DOCCS) Facilities, while maintaining the mission and policies of DOCCS.

The New York State Department of Corrections and Community Supervision (DOCCS) is requesting proposals from qualified parties (developer / operator) for the installation of both customer-sited and developer-sited PV projects where DOCCS would serve as the host and satellite facility(s). The developer would be responsible for the financing, design, construction, operation, maintenance, and ownership of each system pursuant to a Power Purchase Agreement (PPA) with DOCCS. The developer / operator would sell the electricity to DOCCS, in accordance with the Public Service Commission’s (PSC) Remote Net Metering Rules and Orders, Utility Tariffs, and as addressed in the PPA. Partial funding for the construction and operation of the facilities may be available through NYSERDA. The developer would be responsible for the grant application. Evidence of the capability to secure a NYSERDA grant under the PON 3082 NY-Sun Commercial/Industrial Incentive Program must be demonstrated.

In all cases, DOCCS will only purchase electricity at or below the market price DOCCS is currently paying through OGS for ISO power. (See Attachment 11)

The projects shall fall into one of the following categories:

Type 1 - Customer-Sited

The construction of five (5) Distributed PV Solar Generating Facilities (SGF), up to two (2) megawatts in size each, on state property located adjacent to, or nearby five (5) NYS Correctional Facilities (See Attachment 1) across New York State and the purchase by DOCCS of the electricity produced by each PV SGF system, through Remote Net Metering means.

The five (5) Correctional Facility sites under consideration for a customer-sited PV project(s) include; Eastern CF, Green Haven CF, Mid-State CF, Wende CF, and Great Meadow/Washington
(Note: Great Meadow CF and Washington CF are co-located facilities that share the same electrical service and account number).

**Type 2 – Developer-Sited**

The purchase of solar generated electricity for the remaining DOCCS facilities from Developer-Sited PV system(s), located on developer owned or leased private property, through Remote Net Metering means.

2. **Type 1 - Distributed PV Solar Generating Facilities (SGF)**

The Distributed Photovoltaic (PV) Solar Generating Facilities located on state land shall be complete turn-key projects which include, but are not limited to, the financing, design, installation, operation, permitting, maintenance, and ownership of each approximate two (2) megawatt system.

It shall be the successful bidder’s responsibility to determine the actual number and size of each PV SGF System array necessary to provide sufficient power to each facility while maximizing the overall benefits and economics of the project(s). It shall also be the developer’s responsibility to cover the cost for any modifications necessary to the utility company’s local equipment and infra-structure to enable the project to be successful.

Specific electrical information for all DOCCS facilities are attached (See Attachment 4). General information on the utility company serving each of the five (5) SGF sites is attached (See Attachment 5). Aerial photos and information for the land areas available for the five (5) SGF development sites are attached (See Attachments 6, 7, 8).

A summary of the potential number of systems for each SGF location includes:

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Array #</th>
<th>Host Facility</th>
<th>ISO</th>
<th>Utility</th>
<th>Annual Elect. Usage (kWh)</th>
<th>Connection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>E-1</td>
<td>Eastern C.F.</td>
<td>G</td>
<td>CHGE</td>
<td>6,036,653</td>
<td>Remote Net Metered</td>
</tr>
<tr>
<td>2</td>
<td>GH-1</td>
<td>Green Haven CF</td>
<td>H</td>
<td>NYSEG</td>
<td>8,525,384</td>
<td>Remote Net Metered</td>
</tr>
<tr>
<td>3</td>
<td>MS-1</td>
<td>Mid-State CF</td>
<td>G</td>
<td>Nat Grid</td>
<td>7,698,550</td>
<td>Remote Net Metered</td>
</tr>
<tr>
<td>4</td>
<td>W-1</td>
<td>Wende CF</td>
<td>A</td>
<td>Nat Grid</td>
<td>5,679,253</td>
<td>Remote Net Metered</td>
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<tr>
<td>5</td>
<td>GM-1</td>
<td>Great Meadow</td>
<td>F</td>
<td>Nat Grid</td>
<td>12,613,489</td>
<td>Remote Net Metered</td>
</tr>
</tbody>
</table>

**TABLE 1 – Customer-Sited PV Systems**

DOCCS intends to enter into one or more Power Purchase Agreements (PPA) and Performance Guarantees (PG) (See Attachment 9, 10) with the successful Bidder(s) for a 20-year term. The Power Purchase Agreement and Performance Guarantee will be negotiated with the apparent successful bidder(s) after bid opening and award.

As stated above, the successful bidder(s) shall be responsible for all duties, obligations and tasks required to finance, design, construct, operate, maintain, and own each solar development project for which they bid. The scope of services shall also include, but not be limited to, securing all permits and approvals from governing agencies and utilities, all labor, taxes, services and equipment necessary to produce fully operational solar PV SGF system. The developer shall obtain, provide, and install all electrical service meters, electrical equipment, utility system upgrades, utility accounts, etc., to provide the electricity derived by the PV SGF system to the DOCCS facility serving as the satellite account.
The successful bidder(s) will enter into a no-cost license with DOCCS for each site on DOCCS property.

It is DOCCS intention to receive, evaluate and treat each SGF site separately as 5 different and distinct lots. Bidders may bid on one, several, or all lots as they see fit, within their capabilities and expertise, as determined by the selection process outlined herein. Those providing bids on the SGF lots may also bid on the Developer-Sited Solar Projects as outlined below, but are not required to do so. Likewise, those bidding on Developer-Sited Solar Projects may, but not necessarily, bid on one or more Distributed PV SGF Projects as well.

Partial funding for the construction and operation of the facility may be available through NYSERDA. The developer would be responsible for the grant application(s). The developer shall also provide evidence of the capability to secure a NYSERDA grant under the PON 3082 NY-Sun Commercial/Industrial Incentive Program, or any other incentive available.

At the conclusion of the 20 year PPA, the developer will be responsible to remove in it’s entirety each SGF system including all PV panels, supports, wiring, electrical equipment, etc., and leave the land in the same condition as it was found prior to construction of the solar system(s).

3. **Type 2 - Developer-Sited Solar Projects**

DOCCS seeks to purchase PV solar generated electricity at the balance of DOCCS facilities not included as part of the SGF facilities listed above, through one or more Remote Net Metered electric purchase contracts. A 20 year Power Purchase Agreement and Performance Guarantee will be negotiated with the apparent successful bidder(s) after bid opening and award.

The main features of the work shall include, but not be limited to the following:

- Development of a remote net-metered solar photovoltaic array of no more than 2 MW (AC) capacity on property owned, leased, or otherwise available to the project developer.

- The developer shall provide all materials, labor, and assistance necessary to DOCCS for the establishment and installation of a “host account” at the location(s) of each Developer-Sited PV Solar Project, for which the developer is the successful bidder. The developer shall also be responsible for all electrical modifications and metering required at each corresponding DOCCS facility to serve as the remote satellite facility, as well as all utility modification costs at both the host site and the satellite location.

- DOCCS will purchase all electricity produced by each array from the Developer/Operator through remote net metering methods in accordance with all related Public Service Commission (PSC) cases and orders, PSC approved Utility Tariffs, and the terms of a PPA and PG.

- The Developer / Operator will be responsible for financing, permitting, construction, operation, maintenance and ownership of each PV system.

The development, operation, and maintenance shall be closely coordinated with the local electric utilities (see Attachment 4 and Section IV-9 below).

The Remote Net Metered Facilities include:

<table>
<thead>
<tr>
<th>Lot #</th>
<th>DOCCS Facility</th>
<th>ISO</th>
<th>Utility</th>
<th>Annual Elect Usage (kWh)</th>
<th>Connection</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Collins/Gowanda CF</td>
<td>A</td>
<td>Nat Grid</td>
<td>11,553,127</td>
<td>Remote Net Metered</td>
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<td>7</td>
<td>Lakeview CF</td>
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<td>Nat Grid</td>
<td>3,994,060</td>
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<tr>
<td>8</td>
<td>Albion CF</td>
<td>B</td>
<td>Nat Grid</td>
<td>4,128,891</td>
<td>Remote Net Metered</td>
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<tr>
<td>9</td>
<td>Attica/Wyoming CF</td>
<td>B</td>
<td>Nat Grid</td>
<td>11,834,000</td>
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<tr>
<td></td>
<td>Facility Name</td>
<td>Service</td>
<td>Utility</td>
<td>Capacity</td>
<td>Metering Type</td>
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<tr>
<td>10</td>
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<td>11</td>
<td>Livingston CF</td>
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<td>15</td>
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<td>16</td>
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<td>21</td>
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<td>3,250,271</td>
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SECTION III: GENERAL INFORMATION

1. **Procurement Lobbying Law- State Finance Law § 139j and k – Certificate of Compliance**

   Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offeror/Proposer during the procurement process. An Offeror/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/proposals through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, are identified in Paragraph 2 below. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offeror/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:


2. **DOCCS Contract Procurement Unit Contact:**

   All inquiries concerning this RFP will be addressed to the following Designated Contacts:

   **PRIMARY CONTACT**
   
   Ms. Carol Turo  
   NYS Department of Corrections and Community Supervision  
   The Harriman State Campus  
   1220 Washington Avenue  
   Albany, NY  12226 - 2050  
   Phone No.: (518) 436-7886 x3110  
   FAX No.  (518) 436-1519  
   E-Mail:  doccscontracts@doccs.ny.gov

   **SECONDARY CONTACT**
   
   Mr. David Gambacorta  
   NYS Department of Corrections and Community Supervision  
   The Harriman State Campus  
   1220 Washington Avenue  
   Albany, NY  12226 - 2050  
   Phone No.: (518) 436-7886 x3030  
   FAX No.  (518) 436-1519  
   E-Mail:  doccscontracts@doccs.ny.gov

   Contacting someone else may result in rejection of bid
3. **Request for Information or Clarification**

All questions must be submitted in writing, citing the particular bid sections and paragraph number. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions will be posted in the form of an addendum at the following website:


Any questions received after the due date and time in *Key Event Dates* may not be addressed. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract. Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

4. **Electronic RFP**

Electronic copies of this RFP and any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website:

https://www.nyscr.ny.gov/

and the DOCCS/Community Supervision Web site:

https://www.parole.ny.gov/rfps.html. **DOCCS’S Reserved Rights**

DOCCS reserves the right to:

A. Reject any and all proposals received in response to this RFP.

B. Reject any or all portions of any proposal, to negotiate terms and conditions consistent with this RFP and to make an award for any or all remaining portions.

C. Withdraw the RFP at any time, at DOCCS’s sole discretion.

D. Make an award in whole or in part.

E. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.

F. Use proposal information obtained through site visits, management interviews and the state’s investigation of a Bidder’s qualifications, experience ability or financial standing, and any material or information submitted by the Bidder in response to DOCCS’s request for clarifying information, in the course of evaluation and/or selection under the RFP.

G. Prior to the bid opening, amend the RFP specifications to correct errors of oversights, or to supply additional information, as it becomes available.

H. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.

I. Request references and contact any or all references.

J. Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.

K. Advise the Successful Bidder of an objectionable employee(s) and/or subcontractor(s).

L. Waive minor irregularities.
M. Waive requirements or amend this RFP upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.

N. Negotiate with Bidders responding to this RFP within the requirements necessary to serve the best interests of DOCCS.

O. Begin contract negotiations with another Bidder in order to serve the best interests of DOCCS should contract negotiations with the Successful Bidder be unsuccessful within a time frame acceptable to DOCCS.

P. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and permit revisions from all potential awardees prior to award.

Q. Award no contract.

5. **Contract Award**

Receipt of this RFP does not indicate that DOCCS has predetermined Bidder’s qualifications to receive a contract award. A contract award, if made, shall be based on evaluation of the bid in accordance with the criteria set forth in this RFP. The successful Bidder will be notified by DOCCS by telephone and confirmed by letter.

6. **Post Award Procedures**

A debriefing is available to any Bidder that submitted a Bid Proposal in response to this solicitation. Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. DOCCS will not offer ranking, statistical or cost information of other proposals until after the NYS Office of the State Comptroller has approved all awards under this RFP. Bidders wishing to participate in a debriefing may make a request in writing within 5 business days of DOCCS’s notification of the contract award. The written request shall be submitted to the email address specified for Questions and Answers in this RFP. DOCCS will endeavor to schedule a debriefing within 10 business days of its receipt of the request. Bidders’ written request must state whether Bidder will be attending with counsel, to allow DOCCS to arrange for DOCCS counsel attendance if so determined.

**SECTION IV: TECHNICAL REQUIREMENTS**

1. **Eligible Applicants**

Bidders must show installation experience among the team members in the technology proposed. In addition, bidders must show that their teams’ previous experience demonstrates competency to perform the installation that the bidder proposes. For example, if a bidder proposes to install a PV project up to and including 2 MW, the Bidder Qualification portion of the proposal must demonstrate that the bidder has the experience and capability to install a PV project of that size and complexity. See Section VII, Bidder Qualifications.

Bidders should outline any experience in obtaining and working with state and federal tax credits, NYSERDA solar incentives, net metering and remote net metering with NYS Utilities, installing solar at NYS government facilities and/or correctional facilities.

Bidders are permitted and encouraged to collaborate and form teams (i.e. manufacturers, energy service companies, system installation companies, equipment distributors, financial institutions, etc.) in order to meet the eligibility requirements identified herein. Utilities are not eligible to participate; however, their unregulated affiliates are eligible to participate as bidders or as members of a bidder’s team.

2. **Timely Completion**

If the project is contingent upon award of a NYSERDA grant; the project must be completed within NYSERDA’s timeframe for the grant.
3. **Prime Power**

   This solicitation seeks projects designed for prime power applications. Systems designed primarily for back-up electric power applications are not eligible. Construction must comply with current the Building Code of New York State and applicable local code and/or requirements.

4. **System Design and Permitting**

   Within 90 days of contract being signed, Bidder shall create a construction plan set which includes at a minimum:

   A. Site overview
   B. Detailed array layout with stringing configuration
   C. Mounting and racking details
   D. Details of electrical transmission showing conduit routing and location of electrical enclosures, conduit support details, and enclosure mounting details
   E. Electrical single-line diagram
   F. Monitoring plan
   G. Construction project plan with timeline.

   Bidder shall obtain electrical NY state licensed PE stamp verifying the integrity and code compliance of proposed PV system and interconnection with facility.

   Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.

   Final array layouts shall be designed to avoid shading from 9am to 3pm annually. If this shading requirement cannot be strictly met, bidder shall specify the predicted solar access and performance losses.

   - Wire loss in DC circuits to be < 1.5%
   - Wire loss in AC circuits to be < 1.5%

5. **PV System Documentation and Process Control**

   Winning bidder(s) (Developer/Operator) will be required to:

   A. Provide twenty (20) years of system maintenance, with annual reports of system performance and consistent oversight of system monitoring.
   B. Respond to system downtime within 24 hours of first occurrence of incidence. If corrective action is not immediately feasible, Developer/Operator shall notify DOCCS of action plan and timeline for execution.
   C. Respond to warranty-related issues not affecting production within 72 hours of notification.
   D. Provide As-Built drawings of PV system, which must include finalized module layout and stringing chart.

6. **Balance of System**

   Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance concerns.

   A. String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
B. All system wiring and conduit must comply with NEC stipulations, and all indoor and outdoor wiring, outdoor-rated or otherwise, must be enclosed in EMT or RIGID conduit or covered raceway, except adjacent panel connections and under-array home run wiring.

C. Wall penetrations must be sealed in compliance with NEC and NFPA regulations.

D. All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.

7. **System Size Limitation**
   The systems shall be sized to the maximum capacity allowed by the NYS Public Service laws and regulations, PSL §66-j and §66-l, and the individual utility tariffs.

8. **NYSERDA PON 3082 NY-Sun Commercial/Industrial Incentive Program**

   Applicants who have previously received Awards under past and present NYSERDA PONs:

   For purposes of review of proposals submitted by bidders, DOCCS expects that bidders who have previously been selected for an award under other NYSERDA Program Opportunity Notices (PONs) will be making good faith progress on those other PON award(s). In addition, if a bidder was an Applicant under a previous NYSERDA PON and has a previously contracted capacity block where less than the full capacity block is committed, any Incentive Bid submitted for that same Zone Group must not be greater than the bidder’s previously contracted Incentive Bid for the uncommitted capacity block. The bidder must execute due diligence to avoid the arrangement of teams in any way intended to circumvent this requirement. (See Attachment 26)

9. **Remote Net Metering, Interconnection**

   DOCCS intends to have all sites remote net metered. The successful bidder is responsible for all remote net metering installation and facilities; including equipment, host and satellite meters, poles, wires, inter-connections, etc. in accordance with utility regulations. Bidders should be aware that by pursuing interconnection with the utility, they may incur utility fees and/or costs to upgrade portions of the local utility infrastructure. Depending upon the size, nature and location of the project, these fees may be substantial and if a utility upgrade is required, it could result in significant time delays. Bidders are strongly encouraged to contact the local utility representative serving each facility in each Block as soon as possible.

   Information concerning the New York State Standardized Interconnection Requirements and Application Process can be found at:

   [http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/DCF68EFCA391A6D085257687006F396B/$FILE/ATTP59JIL.PDF/FINAL%20SIR%202-1-14.PDF](http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/DCF68EFCA391A6D085257687006F396B/$FILE/ATTP59JIL.PDF/FINAL%20SIR%202-1-14.PDF)

   The electric utility and the specific electric utility tariff that allows the project to participate in remote net metering must be identified in the proposal. Bidders are strongly encouraged to review the utility's tariff prior to the submission of a bid. Electric utility tariffs can be found at:

   [https://www2.dps.ny.gov/ETS/search/searchShortcutEffective.cfm?serviceType=ELECTRIC](https://www2.dps.ny.gov/ETS/search/searchShortcutEffective.cfm?serviceType=ELECTRIC)

10. **Technical and Utility Contacts**

    **Department of Public Service Contacts:**

    New York State Standardized Interconnection Requirements
Staff Contact

- Jason Pause (518) 486-2889
  jason.pause@dps.ny.gov

Alternate Contact

- Patrick Maher (518) 486-2574
  Patrick.maher@dps.ny.gov

Utility Contacts:

- **Central Hudson**
  Heather Adams
  (845) 486-5552
  hadams@cenhud.com

- **Con Edison**
  Jim Skillman - PV issues
  212-460-3421
  skillmanj@coned.com
  Alison Kling - PV issues
  212-460-1297
  klinga@coned.com

- **NYSEG/RGE**
  Mark Chier
  607-762-8073
  MAChier@nyseg.com or NYSEGBacOffice@nyseg.com

- **National Grid**
  Michael F Pilawa
  315-798-5367
  michael.pilawa@nationalgrid.com

- **Orange and Rockland**
  Lenny Leon
  845-577-3229
  leonl@oru.com

11. **State Environmental Quality Review Act**

   If granted a NYSERDA award, NYSERDA will conduct a project-based review in accordance with the New York State Environmental Quality Review Act (SEQRA) and relevant emission standards, as appropriate. Only those projects passing this review will be allowed to proceed to contract.


12. **Photovoltaics**

   For PV installations, all PV modules must be certified as meeting all applicable standards of the Institute of Electrical and Electronics Engineers (IEEE) and Underwriter’s Laboratory (UL) 1703. All inverters must be listed on New York State Public Service Commission certified equipment listing at this link:


   and listed by the distribution utility.
13. **Metering and Data Acquisition for PV Installations**

The successful bidder must provide, install, and maintain an internet enabled electric meter that displays instantaneous AC power and cumulative total AC energy production and, at a minimum, can record cumulative total AC energy production of the PV system on an hourly basis, store the hourly readings for at least 7 days, and can transmit recorded readings once per day to a DOCCS designated Data Agent via e-mail, FTP, HTTP or Modbus TCP/IP. The meter must meet the American National Standards Institute (ANSI) C12.20, be Revenue grade with a +/-0.2% accuracy, and be properly calibrated. The meter must also have battery backup to prevent the loss of data during power outages. The successful bidder must provide, and maintain, an active internet connection to the meter throughout the Performance Period to support daily data transmissions. The internet connection must remain off DOCCS property to the greatest extent possible and is subject to DOCCS approval for the final location. DOCCS will verify the Site Actual Annual Energy Production which will inform the magnitude of annual payments.

For monitoring purposes, the successful bidder will coordinate with DOCCS and the NYS Office of Information Technology Services (ITS) personnel to provide the equipment and services necessary to monitor, analyze, and display historical and live solar electricity generation data. The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via internet or telephone from the site to a server managed by NYS ITS. Bidders should describe in their proposals the equipment, services and regularly collected data that would be made available to DOCCS to meet this requirement.

**SECTION V: PROJECT SPECIFICATIONS**

1. **Work to be Done**

The work to be done under the Proposal, in accordance with the Proposal Documents, consists of designing, financing, procuring, performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the implementation of Project # 2015-06, titled **Distributed Photovoltaic (PV) Solar Generating Facilities** and to carry out all of the duties and obligations imposed upon the Developer by the Proposal Documents.

2. **Main Features**

   A. Development of PV Solar electric power systems where DOCCS will be the Purchaser and the Proposer will be the Developer or Provider in a Power Purchase Agreement (PPA). The Developer will be responsible for the construction, operation and maintenance of the facility pursuant to a Power Purchase Agreement (PPA) granted by DOCCS for each site under consideration to receive such a project. The developer / operator would sell electricity back to DOCCS according to the terms of the PPA. DOCCS wishes to establish one or more photovoltaic arrays of no more than 2.0 MW (AC) capacity at each site. DOCCS is the host site and off-taker of the energy produced in the arrays. DOCCS is only considering ground mounted installations. All systems are to comprise a net-metered installation coordinated closely with the local electric utility.

   B. All work shall be performed using “Good Utility Practice” as defined by the Federal Energy Regulatory Commission (“FERC”) in Order No. 888, 61 Fed. Reg. 21,540 (1996), which means the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry or the solar power industry during the relevant time period, and any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the region.
3. **Project Site Description**

   See Section II and Attachment #4 - #8.

4. **Public Work – Prevailing Wage**

   This is a public works project and is subject to New York State Department of Labor, Labor Law Section 220. The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the construction site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and the same shall be displayed by the Contractor in a conspicuous place at the construction site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the construction site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information.

   Further, the Contractor is required to keep certified copies of its payrolls at the construction site. Pursuant to the New York State Department of Labor, Labor Law Section 220, paragraph a of subdivision 3-a, the Contractor and all subcontractors shall provide written notice to all laborers, workers, or mechanics of the prevailing wage rate for their particular job classification on each paystub. In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice. The Contractor and all subcontractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, maybe downloaded from the NYS DOL website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

5. **Special Conditions**

   A. **Cutting and Patching**

   i. The Developer shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted as shown upon or reasonably implied from the Drawings and Specifications for the completed project.

   ii. Any cost caused by defective or ill-timed work shall be borne by the Developer. Except as otherwise expressly provided in the Proposal Documents, the Developer shall not cut or alter the work of any other Developer or existing work without the consent of DOCCS.

   iii. Existing construction, finishes, equipment, wiring, grounds, etc., that is to remain and which is damaged or defaced by reason of work done under this contract shall be restored by the Developer to a condition satisfactory to DOCCS, or replaced with new, at no additional cost.

   iv. Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions, and in each case shall be subject to approval by DOCCS.

   v. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by DOCCS.

   vi. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.
B. Clean-Up

i. The Developer shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Proposal Limit Lines, except as the latter may be extended with the approval of DOCCS. Cleaning of the site and/or structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week. All waste debris shall be removed off-site and disposed of in a legal manner by the contractor.

ii. Final Clean Up: Upon completion of the work covered by the Agreement, the Developer shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Developer shall remove from the vicinity of the work and from the property owned or occupied by DOCCS, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by DOCCS at the expense of the Developer, and it and its surety shall be liable therefor.

C. Developer’s Use of Site and Field Requirements

i. The developer, sub-contractors, deliveries, and all aspects of site use shall be in strict accordance with DOCCS Security Procedures. (See Attachment 12)

ii. It will be the Contractor’s responsibility to maintain the equipment, materials and tools needed for the work consistent with applicable safety regulations, health codes, and all policies or directives established by DOCCS. Failure to account for all equipment, materials, and tools or to report missing equipment, materials, and tools immediately may result in the termination of the contract. (See Attachment 12)

iii. The contractor working hours are from 8:00 AM to 4:30 PM outside of the facility proper. Access to any work required inside the prison perimeter will be reasonably provided at the discretion of DOCCS.

iv. Parking, staging and access to the site will be reasonably provided. The developer (at its own expense) is permitted to place its trailer/field office to be located in an approved construction parking and staging area and shall provide all facilities for its own use; such as office equipment, telephone, power, heat, etc.

v. Developer shall keep access routes and parking areas used for the work, clean of debris and other obstruction resulting from the work.

D. Field Meetings

i. Periodic job meetings will be scheduled by the Developer and DOCCS during the course of the agreement. The Developer, and, upon request of DOCCS, its principal subcontractors and manufacturer’s representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which DOCCS might reasonably require information.

E. Utility Shutdowns and Cut Overs

i. The developer or contractor shall provide DOCCS 48 hour notice of any planned utility outage for shutdowns and cut overs for all but emergency situations.
ii. Emergency situations are ones in which rapid action is required to shutoff a utility service to prevent personnel injury, to ensure public safety, and/or to prevent significant damage to a building or equipment.

F. Temporary Connections

i. In the event the Developer shall disrupt any existing services, the Developer shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Developer makes the permanent connection. All work must be acceptable to DOCCS.

G. Temporary Power for Construction Activities

i. The developer or contractor shall provide temporary power for construction activities when working on site.

H. Sanitary Facilities

i. The Developer shall install and maintain (at its own cost) temporary, sanitary facilities at approved locations. The Developer shall be held responsible for the cost of cleaning and repair of any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

I. Temporary Heat

i. In those locations where it is required by the conditions of the work, the Developer shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, dry out the work, and facilitate the completion thereof. Fuel, equipment, materials, operating personnel and the methods used therefor shall be at all times satisfactory to DOCCS and adequate for the purpose intended.

J. Temporary Light

i. The contractor shall provide temporary lighting as necessary to progress the work during working hours. Installation shall be in accordance with the National Electric Code.

K. Temporary Water for Construction Purposes

i. Water for construction is available through the DOCCS system without charge to the Developer from location designated by DOCCS. The Developer shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove the same at completion of work. The Developer must provide for wastewater discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained in perfect condition at all times.

L. Conducting Work

i. All work is to be conducted in such a manner as to cause a minimum degree of interference with DOCCS’s operation.

ii. No construction work will start in any area until the Developer has all the required materials on-site.

iii. The Developer and its employees shall comply with DOCCS regulations governing conduct, access to the premises, and operation of equipment.
M. Safety and Protective Facilities
   i. The Developer shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, incarcerated individuals, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
   ii. The Developer shall erect, maintain and remove appropriate barriers or other devices, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

N. Protection of Existing Structures, Vegetation and Utilities
   i. The Developer, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Developer's operations shall be repaired or replaced at its expense to the satisfaction of DOCCS.

O. Salvage of Materials
   i. Remove and legally dispose of all debris and other materials resulting from the alterations to State property, unless otherwise tagged for salvage by DOCCS or regulated wastes where ownership is defined by law. Salvage items to be tagged by DOCCS prior to the pre-bid walkthrough. Developer shall use care in removal of salvage items to prevent damage. Turn over salvage at site and receive receipt from DOCCS.

P. Storage of Materials
   i. The Developer shall store materials and equipment within the contract limits in areas on the site as designated by DOCCS.
   ii. All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised-floored weatherproof temporary storage facility or trailer.
   iii. Security for stored materials shall be the responsibility of the Developer.

Q. Building Permit
   i. DOCCS is a (Building) Code Permitting agency. A building permit from DOCCS will be required on this project. Contractor shall develop the necessary applications and documents to secure a building permit for the work being performed.

SECTION VI: SUBMISSION REQUIREMENTS

1. Preparing a Proposal
   As described in Section II – Overview and Scope of Work, the project consists of constructing one or more PV Solar arrays as shown in Table 1 & 2, separated in to eight (8) Lots, #1 to #8.

   In an effort to spirit competition, and allow all qualified applicants to bid for some or all of the Lots offered, each Lot will be evaluated on its benefits and merits alone. In other words, this RFP solicits bids for up to (8) eight separate Lots. Each Lot will be bid separately.

   Each proposal for bid on a Lot will consist of three components, or "packages."
A. The first is the Applicant Qualification Package, which will be reviewed to determine, on a pass/fail basis, whether the proposing team is capable and competent to complete the installation(s). Do NOT include bid (price) information here.

B. The second component consists of a Project Site Package. Each Project Site Package must include information and documentation with respect to an individual project that will allow the panel to determine whether the project is eligible and whether it can be completed within the program Timely Completion limit of eight (8) months from (NYSERDA) award notification. Do NOT include bid (price) information here.

C. The third package will consist of a Bid Cost Proposal Form. The Bid Cost Proposal Form includes information including the Incentive Bid for the project, in dollars per kWh, by which it will be ranked for consideration by NYSERDA and the estimated 20-year energy cost to DOCCS. Bid price information to be included in this package.

Proposals should be submitted in securely sealed shipping packages, must be clearly marked “Bid Enclosed” and must have the following on the outside of the package; Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, Lot #, 1.0 Applicant Qualification Package, 2.0 Project Site Package, and 3.0 Site Cost Proposal, Bidder Information, Date.

If bidding on more than one Lot, the bidder need only submit (1) one Applicant Qualification Package for review. The bidder should make sure that the Applicant Qualification Package covers the minimum qualifications for each Lot for which the bid is being submitted.

For instance, in the case where an applicant is bidding on Lots #1, 2, 3; the sealed package would be labeled “Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, Lot #’s 1, 2, 3”. Inside the sealed container would be a single package containing the 1.0 Applicant Qualification Package. Also included in the sealed package would be a package labeled 2.0 Project Site Package and 3.0 Site Cost Proposal for each lot being bid. The 3.0 Site Cost Proposal must be in a sealed envelope inside the sealed shipping package.

For the above example, the sealed shipping package should include:

<table>
<thead>
<tr>
<th>Inner Package #</th>
<th>Label</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, <strong>Lot #’s 1, 2, 3</strong>&lt;br&gt;1.0 Applicant Qualification Package&lt;br&gt;Bidder Information, Date Submitted:</td>
</tr>
<tr>
<td>2</td>
<td>Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, <strong>Lot # 1</strong>,&lt;br&gt;2.0 Project Site Package&lt;br&gt;Bidder Information, Date Submitted:</td>
</tr>
<tr>
<td>3</td>
<td>Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, <strong>Lot # 1</strong>,&lt;br&gt;3.0 Site Cost Proposal Forms (Sealed)&lt;br&gt;Bidder Information, Date Submitted:</td>
</tr>
<tr>
<td>4</td>
<td>Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, <strong>Lot # 2</strong>,&lt;br&gt;2.0 Project Site Package&lt;br&gt;Bidder Information, Date Submitted:</td>
</tr>
</tbody>
</table>
5. Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, **Lot # 2.**
   3.0 Site Cost Proposal Forms (Sealed)
   Bidder Information, Date Submitted:

6. Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, **Lot # 3.**
   2.0 Project Site Package
   Bidder Information, Date Submitted:

7. Distributed Photovoltaic (PV) Solar Generating Facilities, DOCC RFP #2015-06, **Lot # 3.**
   3.0 Site Cost Proposal Forms (Sealed)
   Bidder Information, Date Submitted:

Do not include unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response.

2. **Cover Letter**
   The cover letter should include an executive summary and highlight any special features of the proposal or project(s). The cover letter must be signed by a person with the authority to make a commitment on behalf of the developer.

3. **Proposal Outline**
   Each proposal must contain the following three (3) sections: (1) Applicant Qualification Package; (2) Project Site Package(s); (3) Bid Cost Proposal Form(s).

4. **1.0 Applicant Qualification Package**
   This package must include the following information regarding the Applicant’s experience and qualifications.
   
   A. Completed and signed Proposal Checklist (Attachment 13)
   B. Completed and signed Disclosure of Prior Findings of Non-Responsibility Form (Attachment 15, Procurement Lobbying Act Certification)
   C. Cover Letter – The cover letter should include an executive summary and highlight any special features of the proposal or project(s).
   D. Members of Applicant’s Team, Qualifications, Experience and References
   E. Team Members
      i. Identify the Team leader for the entire proposal, including full contact information.
      ii. Identify the team members (companies/individuals) responsible for each part of the project.
      iii. Provide an organizational chart that describes the reporting relationships of all key personnel.
      iv. Provide resumes of key personnel who will be directly involved with the implementation of the proposed project.
      v. Provide Company Profiles for all major Team participants that include:
         - Year founded
• Status (private/publicly-held)
• Number of employees
• States and countries in which they do business
• Target customers (residential, commercial, industrial, government, etc.)
• Location of Offices

F. Project Design and Installation Experience
   i. Provide total and annual number of installations and aggregated Capacity of previous installations performed by the team members over the last **three (3) years** for the technology proposed. Also identify responsibilities of the team members for the installations.

G. Recent Project References
   i. Provide at least 3 letters, each signed by a representative of the site where a system was installed or developed by a member on the Applicant’s team. The installations should be for the same eligible technology as the installation proposed and be comparable in size or complexity to the largest and most complex of the installation(s) proposed. The letters must include:
      • Electric customer name, address and contact information
      • Name of installer and/or Developer Company
      • Site location
      • System description
      • Date installed
      • System Capacity rating
      • Statement as to overall satisfaction

H. Quality Assurance Plan
   i. Provide a detailed description of the quality assurance plan to ensure that the installation will be completed in accordance with industry standards and practices. Also include the warranties offered as part of the individual installation and a detailed description of the service and maintenance capabilities of the Applicant’s team.

I. Project Financial Model
   i. Bidder shall provide a detailed Project Financial Model that at a minimum examines revenue, financing, costs and especially the assumptions and logic behind how the project will be executed throughout its life. It should also include a sensitivity analysis on key revenue and cost variables.
   ii. In addition, the Project Financial Model should discuss and substantiate the amount of capital the developer needs, the amount to be solicited from NYSERDA via a PON, the proposed use of these funds, and the expected future earnings. It should include Projected Income and Cash Flow. This package must include the following information regarding the Applicant’s experience and qualifications.

5. **2.0 Project Site Package(s)**

The DOCCS is requesting one Project Site Package proposal for each Lot that the bidder chooses to bid upon, as identified in Tables 1 & 2.

Based on the review of site package proposals submitted, DOCCS will select the bid that best fits the DOCCS’s sustainable energy goals, projected availability of funds and likelihood of obtaining a NYSERDA award.
The applicant will submit a technical proposal for each site included in their bid. The proposal is to include component information and specifications, site drawings and plans, project timelines, implementation plan, and list contractors and subcontractors.

6. **3.0 Site Cost Proposal Forms**

The Cost Proposal Form includes information including the Incentive Bid for each Lot bid upon, in dollars per kWh, by which it will be ranked for consideration of the NYSERDA Form 1 and the estimated 20-year energy cost to DOCCS Form 2. (See Attachment 16).

Fill out Form 1 and 2 for incentive scenarios for each lot a bid is submitted:

- PBI ($/W) Monetary Crediting (Block 1-8)

Use the incentives listed on the NY-Sun website:


7. **Legal Requirements and Required Forms**

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included as Attachments, as indicated below unless provided via direct links. Please review the forms carefully and note that some forms require notarized signatures. Some of the mandatory forms must be submitted together with the proposal while other forms are only required once a contract award notice is announced.

**Forms related to items A - F must be submitted at the time of bid submission:**

A. Procurement Lobbying Act - State Finance Law § 139j and k – Certificate of Compliance
   i. Refer to Section III-1 for description of required information.
   ii. Required form to be submitted can be found as Attachment 15 – Procurement Lobbying Act Certification.
   iii. Further information about these requirements can be found on the OGS website:
       http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

B. Vendor Responsibility Questionnaire
   i. To assist the State in determining the responsibility of the Proposer, the Proposer must complete and certify (or recertify) a Vendor Responsibility Questionnaire (VendRep) no more than six (6) months prior to the proposal due date.
   ii. DOCCS conducts a review of prospective contractors (“Proposers”) to provide reasonable assurances that the Proposer is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Proposer’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal the Proposer agrees to fully and accurately complete the “Questionnaire.” The Proposer acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Proposer is responsible, and that the State will be relying upon the Proposer’s responses to the Questionnaire when making its responsibility determination.
   iii. DOCCS recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please
refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website,  
http://www.osc.state.ny.us/vendrep/vendor_index.htm

iv. or to enroll, go directly to the VendRep System online at  
https://portal.osc.state.ny.us

v. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at  
http://www.osc.state.ny.us/portal/contactbuss.htm

vi. Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at:  
http://www.osc.state.ny.us/vendrep/forms_vendor.htm

vii. A Proposer’s Questionnaire cannot be viewed by DOCCS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the proposal opening to provide sufficient time to complete the Questionnaire.

viii. The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor’s responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

ix. The Proposer agrees that if it is found by the State that the Proposer’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

x. The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

C. MWBE and EEO  
i. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women-owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

ii. Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 Department of Corrections and Community Supervision recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified
minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

iii. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

iv. Business Participation Opportunities for MWBEs

- For purposes of this solicitation, DOCCS hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified minority-owned business enterprises ("MBE") participation and 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DOCCS may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at:


v. For guidance on how DOCCS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

vi. In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DOCCS may withhold payment from the Contractor as liquidated damages.

vii. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

viii. By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at:

  https://ny.newnycontracts.com

provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact for this procurement. Please
note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements.

ix. Bidders are required to submit the following documents and information as evidence of compliance with the foregoing:

a. An MWBE Utilization Plan – submit with bid or proposal (See Attachment 20). Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS.

DOCCS will review the submitted MWBE Utilization Plan and advise the Bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

b. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOCCS, address phone and fax information, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

x. DOCCS may disqualify a Bidder as being non-responsive under the following circumstances:

a. If a Bidder fails to submit a MWBE Utilization Plan;

b. If a Bidder fails to submit a written remedy to a notice of deficiency;

c. If a Bidder fails to submit a request for waiver; or

d. If DOCCS determines that the Bidder has failed to document good faith efforts.

xi. The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

xii. The Contractor will be required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report to the DOCCS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

xiii. By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women (See Attachment 14). The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal
opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

xiv. The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement to DOCCS with their bid or proposal.

xv. Bidders are required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Attachment 21 - Form # EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting the designated contact for this procurement.

xvi. Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

D. Use of Service-Disabled Veteran-Owned Business Enterprises (SDVOB)

i. Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

ii. Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

iii. Bidders are required to submit, with their proposal the form, Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance, included in Attachment 22.
E. Encouraging Use of New York State Businesses in Contract Performance

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled Encouraging Use of New York State Businesses in Contract Performance, included in Attachment 23. If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, indicate this on the form and return it with your proposal.

Forms related to items #F - #I will be required from Bidder(s) only upon notice of contract award:

F. Certificate of Workers’ Compensation Insurance

Workers’ Compensation Requirements Under Wcl §57 - To assist DOCCS in enforcing Section 57 of the Workers’ Compensation Law, organizations entering into contracts with DOCCS must provide the following Worker’ Compensation Certification and Disability Benefits forms. To assist you in this matter, the following links to information regarding acceptable proofs of coverage are provided:

Workers’ Compensation - [http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp](http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp)

Disability Benefits [http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp](http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp)

Exemption [http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

**NOTE:**
The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption.

In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. It is incumbent on the state contracting entity to verify the validity of the entity’s reason for exemption; please verify and provide a copy of the signed and dated exemption certificate.

**An ACORD form is not an acceptable proof of workers’ compensation coverage and/or disability benefits insurance**

G. Dept. of Taxation and Finance Contractor Certification – Forms ST-220-CA & ST-220-TD

The Contractor must submit Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link:


Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link:


For Questions and Answers Concerning Tax Law Section 5-a, go to NYS Department of Tax and Finance at:

H. Consultant Disclosure Legislation Requirements

i. Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

ii. **Upon notification of award, the selected Bidder must complete Form A, State Consultant Services.** The completed Form A must include information for all employees that will be providing services under the contract resulting from this RFP.

iii. After contract implementation, the Contractor must annually submit Form B, State Consultant Services Contractor's Annual Employment Report, to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

iv. Form B must be submitted annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, to DOCCS, the Office of the State Comptroller, and the Department of Civil Service. Details, including addresses, will be provided to the contract awardee. Both Form A and Form B are included as Attachment 24.

I. Non-Disclosure Agreement

i. A non-Disclosure Agreement will be made part of any awarded contract. A copy is included as Attachment 25.

ii. No-Use – Recipient agrees not to use the Confidential Information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.

iii. No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient’s employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients’ authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

iv. Protection of Secrecy – Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

8. **Project Assignment After PPA is Approved by NYS Office of the State Comptroller**

Please indicate whether the project will be assigned to a third party entity before or after the project is completed. If so, please provide the following in your proposal:
A. The name of the Tax Equity Special Project Vehicle (SPV) that the project or power purchase agreement will be assigned to, if known

B. The shareholding structure and shareholders of the SPV.

C. A graphical representation or overview SPV structure and its interrelationship with other project stakeholders.

D. Vendors Responsibility - Vendors Responsibility and Procurement Lobbying forms that will be provided by the DOCCS

E. SPV Substitute W-9 forms

F. SPV application for certification of attestation from New York State Workers Compensation and Disability Benefits Insurance.

9. Additional Requirements

A. Submit five (5) hard copies of your proposal to the address provided below. Proposals must be received in the office identified below by the due date and time provided on the Summary Information Form on Page 1 of this RFP. Bidders mailing their proposals must allow sufficient time to ensure receipt by the due date and time. Bidders are cautioned that even when using a trackable mailing/courier/messenger service, proposals must be received by the due date and time. While proposals may be signed for by personnel at DOCCS prior to the due date and time, this does not guarantee that the identified office will receive the proposal by the due date and time.

Address for submission of proposal:
Ms. Carol Turo
NYS Department of Corrections and Community Supervision
The Harriman State Campus
1220 Washington Avenue
Albany, NY 12226 - 2050
Phone No.: (518) 436-7886 x3110
FAX No. (518) 436-1519
E-Mail: doccscontracts@doccs.ny.gov

B. Bidders must submit all information requested by DOCCS in written form. Proposals must be complete, accurate, and in the form requested.

C. Omissions, inaccuracies or misstatements will be sufficient cause for the rejection of a proposal. Indicate any deviations from the technical specifications and if necessary, attach separate documents and/or explanation.

D. Proposals not labeled as instructed risk being opened prior to the bid opening date, which may result in the proposal being rejected. All bids and accompanying documentation shall become the property of DOCCS and shall not be returned.

E. No telephone, facsimile, emailed or otherwise electronically submitted proposals will be accepted.

F. The proposal must be fully and properly executed by an authorized person, and the authorized person’s signature must be notarized. By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; (ii) your full knowledge and acceptance of this RFP, Exhibit A (NYS Standard Contract Clauses – See Attachment 14), State Finance Law §139-j and §139-k (Procurement Lobbying Certification – See Attachment 15); and (iii) that all information provided is complete, true and accurate. By signing you further affirm that you understand and agree to comply with the procedures on permissible contacts relating to this procurement as required by State Finance Law §139-j (3) and §139-j (6) (b). These procedures may be accessed at: Procurement Lobbying:
G. Bidders unable or unwilling to submit a proposal are asked to complete the Summary Information Form on Page 1 of this RFP and check the box indicating that no bid is being submitted.

H. All prices and conditions must be included in the original proposal. Prices and conditions not included in the original proposal will be rejected.

I. Bidders must identify the name and address of all proposed subcontractors and describe the portion of the work that the proposed subcontractors are to perform. Bidders must also provide information that the proposed subcontractors have the necessary skill, experience and financial resources to provide the services requested in this RFP.

J. The submission of a proposal constitutes a non-revocable, binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of sixty (60) days from bid opening. After sixty (60) days, the proposal may remain in effect, subject to withdrawal communicated in writing signed by the Bidder. If this RFP is for the sale of goods pursuant to §2-205 of New York State Uniform Commercial Code, the proposal shall be firm, binding and not revocable for a period of ninety (90) days.

K. Bidder is responsible for all costs that it incurs, direct or indirect, related to the preparation and submission of a proposal in response to this RFP.

L. Each copy of the proposal must be accompanied by the following:
   i. Summary Information Form (page 1 of this RFP)
   ii. Notary Acknowledgement Form (follows the last page of this RFP)
   iii. Attachment 15: Procurement Lobbying Act Certification
   iv. Attachment 17: Bid Submission Checklist and the documents indicated thereon.
   v. Attachment 18: Bidder Qualifications Submission Form
   vi. Attachment 19: Non-Collusive Bidding Certification
   vii. Vendor Responsibility Documentation as set forth in Section 9 (5).
   viii. Minority and Women-Owned Business documentation as set forth in Section 9 (6).
   x. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) Section 9 (8)
   xi. Encouraging Use of New York State Businesses in Contract Performance in Section 9 (9).

SECTION VII: EVALUATION AND AWARD

1. **Contractor Minimum Qualifications Requirements**

   Bidders must satisfy the following minimum qualifications. All qualifications will be evaluated on a "pass/fail" basis. Bidders must submit supporting documentation to evidence their ability to satisfy each qualification. If any bidder is not able to satisfy any qualification, their bid will be rejected.

   All prospective bidders are hereby notified that they must submit with the bid, detailed written documentation, to prove to the satisfaction of DOCCS, that they have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.

   Each bidder must be prepared to show to the satisfaction of the DOCCS that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first $100,000 of the amount of its Total Bid plus 10 percent of the next $900,000 plus 5 percent of the remainder of its Total Bid. Working capital is defined as the excess of current assets over current liabilities. The
DOCCS defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.

The Bidder must also be prepared to prove, to the satisfaction of DOCCS that it has successfully completed a contract of similar work in an amount of not less than 50 percent of the amount of its Total Bid.

A. Experience
   i. Was all of the required team member information provided as listed in the Developer Qualification section?
   ii. Does the experience presented in the proposal support the installation proposed, including consideration of the technology and the electric customer sector?
   iii. Do you meet the minimum requirements of installing three projects over 500 kW in size?
   iv. Do you have a licensed engineer on your team?

B. References
   i. Were three applicable references for previous installations that attest to the competency of the Applicant included in the proposal?
   ii. Were these installations in the technology proposed and of comparable size and complexity as that being proposed?
   iii. Were the installations installed within the last three years?
   iv. Experience within the past five years?

C. Implementation Schedule
   i. Does the schedule support completion of the installation within an 8 month period?
   ii. Is the schedule realistic given the size of the installation proposed?

D. Project Site Packages
   i. Is the required information included?
   ii. Is the required documentation included?

E. Quality Assurance Plan
   i. Does the Applicant have a formal documented quality assurance plan in place?
   ii. Does the quality plan address items such as industry standards followed, service and maintenance capabilities, and warranties offered?
   iii. Are the service and maintenance capabilities sufficient to ensure continued quality operation of the installation(s)?
   iv. Project Site Checklist has been completed and submitted along with all required documentation/information.

2. Proposal Evaluation

This RFP is part of a competitive procurement process designed to serve the best interests of the NYS DOCCS and the People of the State of New York. It is also designed to provide all bidders with a fair and even opportunity to have their services considered. DOCCS will conduct a comprehensive review of each responsive bid submitted in accordance with the terms of this RFP. Proposals will be evaluated on the basis of “best value” by an evaluation committee comprised of DOCCS and NYPA representatives.

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses. The information subject to evaluation should be clearly shown within the submitted proposal format:
A. Proposal Evaluation

Proposal evaluation and selection will occur via a 3-step procedure:

i. Step (1): Proposals will be screened for completeness and conformity with the minimum qualification requirements. Only those deemed to meet minimum qualification requirements will be evaluated in Step 2 & 3.

ii. Step (2): A Technical Evaluation of the Applicant Qualification Package and Project Site Package will be conducted by the evaluation team. Proposals will be scored according to an evaluation matrix.

iii. Step (3): Cost Proposals will be evaluated independently from the Qualification and Technical Evaluations and Scored.

Award will be for the projects that best meet DOCCS energy goals and budget constraints.

B. Proposal Scoring

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Possible Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications &amp; Project Site Proposal (Matrix Score)</td>
<td>60</td>
</tr>
<tr>
<td>(Point calculation: Low Bid/Bid Being Evaluated X 40 = Score)</td>
<td></td>
</tr>
<tr>
<td>• Developer - The past and present performance, the company’s local and national track record of successful energy projects, the industry expertise, the customer satisfaction and the quality standards for performance.</td>
<td></td>
</tr>
<tr>
<td>• Financier - The Company’s financial soundness and strength. The degree to which the proposed project finance is contingent on capital sources outside Proposer's immediate control.</td>
<td></td>
</tr>
<tr>
<td>• PV Equipment Supplier - schedule and delivery history</td>
<td></td>
</tr>
<tr>
<td>• PV System Designer - The degree to which the proposal demonstrates the technical feasibility, suitability, reasonableness, comprehensiveness, and acceptability of the proposed projects, and proposed selected equipment for the projects</td>
<td></td>
</tr>
<tr>
<td>• Proposed Equipment Manufacturer - The degree to which the Proposer can provide a detailed quality assurance plan demonstrating ability to specify top quality renewable energy equipment, and to ensure that the installation will be completed in accordance with industry standards and practices.</td>
<td></td>
</tr>
<tr>
<td>• Financial Model (Remote Net Metering) - The price of energy proposed. - The company’s ability to assure the price offered, achieve the guaranteed energy and operational savings.</td>
<td></td>
</tr>
<tr>
<td>• Resumes</td>
<td></td>
</tr>
<tr>
<td>• Dedicated Customer Service Person (s)</td>
<td></td>
</tr>
<tr>
<td>• Dedicated Technology Support Person (s)</td>
<td></td>
</tr>
<tr>
<td>• Current Workload</td>
<td></td>
</tr>
<tr>
<td>• Experience with Higher Education Installations</td>
<td></td>
</tr>
<tr>
<td>NYSERDA Incentive Award from Form 1</td>
<td>15</td>
</tr>
<tr>
<td>(Point calculation: Low Bid/Bid Being Evaluated X 36 = Score)</td>
<td></td>
</tr>
<tr>
<td>Cost Score from Form 2</td>
<td>25</td>
</tr>
<tr>
<td>(Point calculation: Low Bid/Bid Being Evaluated X 24 = Score)</td>
<td></td>
</tr>
</tbody>
</table>
The DOCCS reserves the right to assign representatives to verify the qualifications submitted. In addition, the DOCCS reserves the right to visit locations now serviced by the proposer.

3. **Award**
   
   A. Award will be made to the responsible bidder earning the highest total score (Maximum = 100). DOCCS reserves the right to correct inaccurate awards resulting from its administrative errors.
   
   B. A Notice of Intent to Award shall be sent to the selected bidders. The Notice of Intent to Award shall constitute an offer by DOCCS to enter into negotiations to come to a formal contract agreement.
   
   C. If a bidder declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next responsible qualified bidder, and so on until a contract is negotiated and executed.
   
   D. Each proposal submitted shall constitute an offer by the bidder to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal and this RFP. Acceptance and resulting contract formation shall be in a formal written document authorized by the DOCCS Purchasing Department and where applicable, approved by DOCCS Counsel, the Attorney General, and the State Comptroller and shall comprise the entire agreement between the bidder and DOCCS.
   
   E. The resulting Power Purchased Agreement (“Agreement”) will consist of this RFP and any amendments, the awarded vendor’s response, DOCCS Exhibit A, the Agreement, and may include other related exhibits / attachments.

4. **Bidder Questions**
   
   If a Question and Answer period is provided for this solicitation, the schedule will be shown on the Summary Information Form, “Key Events,” provided on the first page of this RFP. All questions must be submitted in writing, citing the particular RFP page, section, and paragraph numbers where applicable. Questions must be EMAILED to arrive no later than 5:00 pm Eastern Standard Time on the date indicated and should be directed to the Designated Contacts shown on the Summary Information Form. Questions received after the closing date for inquiries will not be answered. Only written answers are official. All Questions and Answers will be issued as addenda to this RFP and will be provided in writing to all potential Bidders.

5. **Pre-Bid Proposal Meeting**
   
   If a mandatory or optional Pre-Bid Conference is held for this solicitation, the date, time, and whether the conference is mandatory or optional is reported on the Summary Information Form, “Key Events,” provided on Page 1 of this RFP.

6. **Site Visit**
   
   If a site visit is required for this solicitation, the date and time is reported on the Summary Information Form, “Key Events,” provided on Page 1 of this RFP.

7. **Bid Opening**
   
   Bidders may attend the bid opening, at which a DOCCS representative will publicly announce the names of Bidders who have submitted proposals. To ensure adequate space for attendees, Bidders must notify the designated contact(s) identified on the Summary Information Form (Page 1 of this RFP) of their desire to attend the bid opening.
SECTION VIII: GENERAL TERMS AND CONDITIONS

1. Free and Open Competition

DOCCS encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy DOCCS’s needs.

   A. Notification of Errors, Inquiries and Interpretation. Bidder is responsible to bring to DOCCS’s attention any deviations in the technical specifications and to make recommendations for any additional requirements deemed necessary as standard, or for work indicated in the specifications contained in this RFP.

   B. If DOCCS in its discretion finds the deviations to be significant so as to require a change in the necessary specifications for the work, DOCCS will notify all Bidders in writing of the change in specifications.

   C. No deviations from the technical specifications provided herein shall be made without written approval of DOCCS. No Claims or Rights

   D. By submitting a proposal, Bidder agrees that it will not make any claims for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

   E. Conflict of Interest

      Bidder may be requested to provide evidence that the award of a contract will not result in (i) a conflict of interest with regard to other work performed by Bidder; or (ii) a potential conflict of interest among Bidder’s staff.

   F. Bidder’s Terms and/or Conditions

      Bidder’s standard terms and conditions will not be considered relevant to its proposal or to the contract awarded and should not be included with its proposal. Any additional Bidder terms and conditions attached to or referenced in Bidder’s proposal shall not be considered part of the proposal, but shall be deemed included for informational purposes only. No extraneous terms or conditions will be incorporated into the contract awarded unless approved in writing by the DOCCS Office of General Counsel. Acceptance and/or processing of a Bidder’s proposal shall not constitute acceptance of a Bidder’s extraneous terms and conditions.

2. Acceptance of RFP Content

The terms and conditions included in this RFP as well as the applicable portions of Bidder’s proposal shall become contractual obligations if a contract is awarded. BIDDER’S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF BIDDER’S PROPOSAL.

   A. Services Outside Scope of the Contract Awarded

      DOCCS shall not be responsible for any services provided by the successful Bidder that are outside the scope of the contract awarded. DOCCS shall not be responsible for any additional costs other than the costs for the services outlined herein, or for any work performed that has not been properly authorized in writing by DOCCS.

   B. Standard Contract Clauses

      Any contract awarded resulting from this RFP shall include Exhibit A (NYS Standard Contract Clauses). The provisions of Exhibit A shall take precedence over any provision in this RFP or any provisions in the contract awarded. Exhibits A is attached to this RFP (Attachment 15).

   C. Binding Effect
The contract awarded shall be binding upon its execution by both parties and, if required by New York State law, upon the written approvals of the Attorney General and the Office of the State Comptroller.

D. Confidentiality/Freedom of Information Law

All proposals submitted for DOCCS’s consideration will be held in confidence and will become the property of DOCCS. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL), contained in Article 6 of the New York State Public Officer’s Law. Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to FOIL, Bidder shall submit with its proposal a separate letter specifically (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Bidder’s failure to submit such a letter with its proposal will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers’ Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable, because a proposal cannot reasonably consist exclusively of proprietary information.

E. The letter should be addressed to:

Ms. Carol Turo  
NYS Department of Corrections and Community Supervision  
The Harriman State Campus  
1220 Washington Avenue  
Albany, NY 12226 - 2050  
Phone No.: (518) 436-7886 x3110  
FAX No.: (518) 436-1519  
E-Mail: doccscontracts@doccs.ny.gov

3. Office of Federal Contract Compliance Programs

This Contractor and Subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

4. Governing Law

This RFP, Bidders’ proposals and any resulting contract shall be governed, construed and enforced in accordance with the laws of the State of New York, excluding New York’s choice of law principles in a New York court of competent jurisdiction. Bidder/Contractor agrees to submit itself to such court’s jurisdiction.

5. Omnibus Procurement Act of 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from:
6. **Determination of Vendor Responsibility**

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the New York State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the New York State Finance Law ("SFL") requires that contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible bidder.” Section 163 (9)f of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor.

In accordance with these procurement laws, DOCCS will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, bidders are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions on the Office of State Comptroller (OSC) website, available at: www.osc.state.ny.us/vendrep or go directly to the VendRep System online at https://portal.osc.state.ny.us. For VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Bidders opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOCCS System Administration for a copy of the paper form.

In addition:

A. **General Responsibility.** The Contractor shall at all times during the contract awarded term remain responsible. The Contractor agrees, if requested by the DOCCS Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. **Suspension of Work for Non-Responsibility.** The DOCCS Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the contract awarded, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his or her designee issues a written notice authorizing a resumption of performance of the contract awarded.

C. **Termination for Non-Responsibility.** Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the contract awarded may be terminated by the DOCCS Commissioner or his or her designee at the Contractor’s expense, where the Contractor is determined by the DOCCS Commissioner or his or her designee to be non-responsible. In such event, the DOCCS Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
7. **State Consultant Services Reporting**

State Finance Law Sections 8 and 163 require that Contractors annually report certain employment information to the contracting agency, the Department of Civil Service and Office of the State Comptroller. State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

8. **Electronic Payment Authorization**

Contractor shall provide complete and accurate billing invoices to DOCCS in order to receive payment for its services. Billing invoices submitted to DOCCS must contain all information and supporting documentation required by DOCCS and the Office of State Comptroller (OSC). Payment for invoices submitted by Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of the NYS DOCCS or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York state procedures and practices. Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at:

[www.osc.state.ny.us/epay](http://www.osc.state.ny.us/epay)

by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC’s electronic payment procedures.

A. Timeliness of Payment and Interest

B. Interest for late payment shall be governed by Section 179g of New York State Finance Law.

9. **Exhibits**

The following documents will be incorporated into, and made part of, the contract awarded:

- Attachment 14, Exhibit A, NYS DOCCS Standard Contract Clauses
- Attachment 9, The Power Purchase Agreement
- Attachment 10, Performance Guarantee
- The Successful Bidder’s proposal and Statement of Work
- Attachment 16, the Successful Bidder’s Cost Proposal

In the event of any inconsistency in or conflict among the document elements described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth above.

10. **Independent Contractor**

The Successful Bidder (Contractor) and its agents or employees or any entity or person acting on behalf of the Contractor engaged in the performance of work shall at all times be deemed to be performing as independent contractors. The Contractor hereby covenants and agrees to act in accordance with that status. The Contractor and its agents or employees or any entity or person acting on behalf of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of DOCCS and shall make no claim for, nor be entitled to, Workers’ Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from DOCCS.

11. **Subcontracting**

In the event the Successful Bidder (Contractor) uses partners, subcontracts or subcontractors, the Contractor will remain responsible for compliance with all specifications and performance of all
obligations under the contract resulting from this RFP. For the resulting agreement, the successful bidder will be the prime contractor.

Within thirty (30) calendar days after Notice of Award, the Successful Bidder must submit a written statement to DOCCS giving the name and address of all proposed subcontractors. The statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and must furnish any other information to document that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the contract.

If DOCCS finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor’s written statement described above. If DOCCS determines that a subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed subcontractors, unless the Contractor decides to do such work itself and in DOCCS’s opinion is qualified to do such work.

DOCCS’s approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the contract. The Contractor shall be solely responsible to DOCCS for the acts, omissions or defaults of such subcontractors and of such subcontractors’ officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between DOCCS and any subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, work space, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its subcontractors.

No subcontractor shall be permitted to work until it has furnished satisfactory evidence to DOCCS of the insurance required by law.

The Successful Bidder (Contractor) shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with DOCCS a copy of such agreements upon request, from which the price and terms of payment may be deleted.

12. Compliance

Contractor shall comply with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments applicable hereto, including the provisions of Exhibit A, NYS DOCCS Standard Contract Clauses, attached hereto.

13. Indemnification

A. Successful Bidder (Contractor)

B. The Successful Bidder(Contractor) shall fully indemnify, defend and save DOCCS and its respective officers, agents and employees without limitation, from suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under
this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that DOCCS shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by DOCCS upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, DOCCS may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as DOCCS shall require. New York State reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

C. DOCCS

D. Subject to the availability of lawful appropriations pursuant to Section 41 of the New York State Court of Claims Act, DOCCS will hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of DOCCS or of its officers or employees when acting within the course and scope of their employment and within the scope of the contract awarded.

E. Liability

F. The Successful Bidder (Contractor) understands and agrees that it is responsible for the performance of the Services in accordance with the terms and conditions of the awarded Contract. DOCCS may look solely to the Contractor for remedy, redress, liability or indemnification for any failure to perform, whether caused by Contractor itself or by one or more of its officers, employees, subcontractors, agents, licensees, licensors or affiliates or any person or entity acting on behalf of Contractor in providing the Services. The Contractor shall be fully liable for the actions of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates or any person or entity acting on its behalf in providing the Services and shall fully indemnify and save harmless DOCCS and the State of New York from suits, actions, damages and costs of every name and description presented, brought, or recovered against DOCCS and the State of New York for, or on account of any liability which may be incurred by reason of the Contractor’s performance of this Agreement.

G. The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent contractor, or subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on DOCCS including, but not limited to, any liability for taxes, compensation, commissions, Workers’ Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

14. Insurance

A. During the term of the awarded contract, the Successful Bidder (Contractor) must obtain and maintain insurance coverage at its own expense as provided in this paragraph, and shall deliver Certificates of Insurance in a form satisfactory to DOCCS before commencing any work under this contract. Certificates shall reference the Contract Number and Description. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Certificates shall be mailed to: Contract Procurement Unit

B. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York (“admitted” carriers) with an A.M. Best company rating of “A-” or better. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Contract Procurement Unit.

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

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

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

   ii. Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.

   iii. General Liability Insurance with limits no less than One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000 in the aggregate. Such policy shall name the NYS DOCCS as an additional insured and shall designate the NYS DOCCS as the loss payee, and shall contain a provision that the NYS DOCCS shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.

   iv. Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least One Million Dollars ($1,000,000) and shall name the NYS DOCCS as additional insured. The limits may be provided through a combination of umbrella/excess liability policies.

15. Termination

The Contract awarded to the Successful Bidder (Contractor) may be terminated by DOCCS for any of the following reasons:

   A. Convenience of DOCCS: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason.

   B. Event of default: The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor’s Services are deemed unsatisfactory in DOCCS’s sole discretion, due to Contractor’s fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice.

   C. Deficient Certifications: If the awarded contract has a value greater than $15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than $100,000 and Contractor’s sales for the immediately preceding four
quarters were greater than $300,000, or if the contract has a value of $125,000 or greater, DOCCS shall have the right to terminate in the event the successful bidder’s Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.

D. Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.

E. DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor’s property is levied upon or sold in any judicial proceeding.

F. DOCCS reserves the right to terminate immediately for cause.

16. Restrictions on the Activities of Current and Former State Officers and Employees

All Bidders and Bidder employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State.

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth the New York State Public Officers Law §§ 73 and 74, and the underlying principle of law is to prevent conflicts of interest and encourage ethical behavior. The law may be found on the website of the New York State Joint Commission on Public Ethics at:

http://www.jcope.ny.gov/about/laws_regulations.html

17. Diesel Emissions Reduction Act of 2006

The Successful Bidder (Contractor) certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by Contractor, its agents or subcontractors under the contract awarded, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (“BART”) and Ultra Low Sulfur Fuel (“ULSD”), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of Contractor. Annually, but no later than March 1st, Contractor shall complete and submit directly to DOCCS, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms available at the Department of Environmental Conservation (“DEC”) website:

http://www.dec.ny.gov/chemical/4754.html

for heavy duty vehicles used in the performance of the contract awarded for the preceding calendar year. The Contractor shall certify to DOCCS, and submit with each application for payment, Contractor and Subcontractor Certification forms, which state that the Contractor will comply with the provisions of ECL Section 19.0323.
NEW YORK STATE DEPARTMENT
OF CORRECTIONS AND COMMUNITY SUPERVISION

Notary Acknowledgement
(ACKNOWLEDGEMENT BY INDIVIDUAL)
STATE OF NEW YORK )
COUNTY OF ) ss:
On this __ day of ___, 20___, before me personally came
___________________________, to me known and known to me to be the person described
in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed
the same.

___________________________________________
Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)
STATE OF NEW YORK )
COUNTY OF ) ss:
On this __ day of ___, 20___, before me personally came
___________________________, to me known and known to me to be the person who executed the
above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a
member of the firm of
___________________________ and that he/she executed the foregoing
instrument in the firm name of __________________________ and that he/she had
authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the
act and deed of said firm of __________________________ for the uses
and purposes mentioned therein.

___________________________________________
Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)
STATE OF NEW YORK )
COUNTY OF ) ss:
On this ___ day of ____, 20__, before me personally came
___________________________, to me known, who being duly sworn, did depose and say that
he/she resides in __________________; that he/she is the __________________ (title) of __________________ (firm),
the corporation described in and which executed the foregoing instrument; that he/she knows the seal
of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed
by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto
by like order.

___________________________________________
Notary Public

THIS PAGE MUST BE SIGNED IN THE ORIGINAL AND MUST ACCOMPANY EACH COPY OF
YOUR BID.