

## **ACCESSolar Full Rules**

### **1. INTRODUCTION**

The New York City Housing Authority (“NYCHA”) is the largest public housing authority in North America. Further information about NYCHA is found on the NYCHA Factsheet, available at <http://www1.nyc.gov/assets/nycha/downloads/pdf/factsheet.pdf>. Additionally, NYCHA administers the largest Section 8 program in the United States of America.

NYCHA has pledged to support the development of 25 MW of renewable energy on its property by 2025. This effort contributes to meeting New York City’s goal to reduce greenhouse gas emissions 80 percent by 2050. NYCHA is also a participant in the United States Department of Housing and Urban Development (“HUD”) Renew300 initiative, whose goal is to install 300MW of renewable energy capacity at federally assisted housing by 2020.

In order to help fulfill the above goal, NYCHA has developed this Accelerating Community Empowered Shared Solar (“ACCESSolar”) program, under which select NYCHA roofs are made available to teams of solar developers working with non-profits and community-based organizations through an open application process. Up to five applicant teams will be accepted to participate in this first pilot phase of ACCESSolar. NYCHA’s goals under this program are to:

- Employ NYCHA residents and develop career-path green jobs,
- Provide NYCHA residents who pay their own electric bills, and other low- and moderate-income (LMI) households, an opportunity to save money by switching to low-cost solar power,
- Open business opportunities for small-scale solar developers, startups, and minority- and women-owned business enterprises (MWSBEs) in the solar industry.
- Help build capacity for community-based organizations to form partnerships with solar developers.
- Provide NYCHA with lease revenue, if the projects are able to do so

Roofs made available under ACCESSolar are those that, in NYCHA’s sole discretion, are both a) viable for long-term solar installations given NYCHA’s current operational and capital needs, and b) are not viable for the commercial-scale solar program, which is conducted through a standard procurement process.

All projects developed under ACCESSolar will be community shared solar systems: installations will generate power that will be on their own meters (not behind a NYCHA meter) and the output will be shared among multiple subscribers. NYCHA will not purchase any of the power produced by these systems.

## **2. EVALUATION PROCESS**

### **2.1 How To Apply**

Applications will be accepted from interested teams (“Applicants”) during the application period (“Application Period”) via a web form available here: <https://app.smartsheet.com/b/form/db1aa5c2a9ac479aa70061e16ed109b9>. The Application Period runs from April 19, 2018 to 5:00 PM on July 2, 2018. The application form will ask for the contact information of Applicant’s lead team member, information on each team member, and narrative questions asking Applicant to provide a brief summary of their qualifications and how their project will fulfill ACCESSolar’s program goals. Additionally, Applicant should upload the following documents to the application form:

- A filled-out Site Proposal form, indicating the buildings on which Applicant proposes to develop solar. The Site Proposal Form is available for download here: <http://www1.nyc.gov/assets/nycha/downloads/excel/ACCESSolar-Site-Proposal-Form.xlsx>
- Resumes for each member of Applicant’s team

Applicants may choose to upload additional supporting material that will help NYCHA to evaluate their Application. NYCHA may review those materials at their sole discretion. No more than 10 documents may be uploaded per application.

NYCHA additionally requests that Applicants register each member of their team in the Shared Solar NYC Gateway here: <http://shedsolarnyc.com/home/>. The Shared Solar NYC Gateway will help applicants form full teams, connect them with other organizations interested in developing solar on NYCHA sites, and help confirm to NYCHA that their teams are complete.

A list of sites available for this phase of the ACCESSolar Program, with full details, is available on the NYC Open Data Portal here: <https://data.cityofnewyork.us/Housing-Development/NYCHA-ACCESSolar-Opportunities/gbgg-xjuf>

### **2.2 Questions and Answers**

Applicants are encouraged to ask NYCHA questions about the ACCESSolar evaluation process via email. A dedicated email address has been set up at [accessolar@nycha.nyc.gov](mailto:accessolar@nycha.nyc.gov). NYCHA will respond to all inquiries within one week during the Application Period, and will additionally post its answers as periodic updates to the FAQ document available here: <http://www1.nyc.gov/assets/nycha/downloads/pdf/ACCESSolar-FAQ.pdf>.

## 2.3 Eligibility

NYCHA expects that Applicants will form teams consisting of multiple organizations working together to develop the solar installation, obtain financing, hire and train NYCHA residents, and conduct outreach to community members and LMI subscribers. To that end, NYCHA requires that applicant teams include:

- at least one member with experience developing solar power, and
- at least one member that is a non-profit and/or a community-based organization.

NYCHA additionally encourages small businesses, start-ups, and MWBEs to apply.

## 2.4 Evaluation

Once the Application Period ends on July 2<sup>nd</sup> at 5:00pm, ACCESSolar will proceed to the Evaluation Phase. NYCHA will form an evaluation committee (“Committee”) consisting of NYCHA staff with (at NYCHA’s sole discretion) the assistance of partner agencies and technical assistance providers. During the Evaluation Phase, NYCHA reserves the right to independently verify any information provided by Applicants, including project experience and MWBE status. NYCHA may also choose to ask the Applicants for clarification or further information by email during the Application Period or Evaluation Phase, or ask them to come for an in-person interview.

Applications will be assessed for:

- Alignment with NYCHA’s goals (as stated in the Introduction);
- Applicant’s technical capability to implement the projects;
- Applicant’s capability to secure funding;
- Applicant’s readiness to begin developing a full Proposal promptly after being selected and to **execute installation within 12 months** of signing the final Lease Agreement.

NYCHA will review applications over the month of July and will notify selected Applicants by August 2018. Applicants will be notified by email. Up to 5 Applicant teams (“Pilot Teams”) will be selected to proceed to the Implementation Phase of ACCESSolar. Each team will be granted the ability to proceed with design and full proposal development for NYCHA roofs over a certain geographic area. Selected teams may be granted some or all of the roofs that were proposed in the Site Proposal form; as this is a collaborative process, only one Applicant will be granted each roof.

## 3. IMPLEMENTATION PHASE

### 3.1 License Agreement and Full Proposal Development

Selected Pilot Teams will enter into a license agreement (“License Agreement”) with NYCHA to cover the design and development phase of their projects. This License Agreement will extend for 12 months and enable the Pilot Teams to conduct site visits at the roofs for which they were selected. NYCHA will provide Pilot Teams with as-built drawings, roof warranties, and other available information on the selected roofs.

During this 12-month period, each Pilot Team will conduct design and develop a full Proposal (“Proposal”). The Proposal shall contain:

- The expected project designs for each site
- Information as requested to ensure that the project designs, and the operation of the solar PV systems, do not adversely impact NYCHA’s operations or existing roof warranties.
- A financing strategy, including identification and description of financing partner(s)
- A narrative explaining the rationale for the proposed lease payment
- The project *pro-forma* (in order to support the lease payment narrative)
- A narrative strategy and quantitative commitments to hire NYCHA residents
- A narrative strategy to enroll low- and moderate-income households as off-takers, along with a quantitative commitment consisting of a minimum percentage of the power that will be sold to LMI customers.
- An off-taker contract template, which NYCHA shall review for consumer protections.

During the development of these Proposals, Pilot Teams will be asked to participate in workshops with the other selected Pilot teams covering subjects such as consumer protection, LMI outreach, and/or workforce development. NYCHA will convene quarterly check-ins to monitor the Pilot Teams’ progress.

Pilot Teams are encouraged to submit their Proposals at any time after signing the License Agreement and conducting site visits; they do not need to take all 12 months. However, teams that have already submitted Proposals will still be asked to participate in the remaining workshops, so that they may share their knowledge with the other Pilot Teams.

NYCHA will not cover any capital costs associated with these projects. NYCHA and/or its partners may, at NYCHA’s sole discretion, assist the Pilot Teams in identifying potential financial partners and/or potential anchor off-takers.

### 3.2 Lease Agreement

NYCHA will review the Proposals and negotiate with each Pilot Team. Upon finalization of negotiations, and if the Proposal meets NYCHA's requirements, NYCHA will sign a Lease Agreement with the successful Applicant, subject to HUD approval and/or the approval of NYCHA's board to the extent necessary. The Lease Agreement will enable the Applicant to install their solar PV system on NYCHA's roof(s) in exchange for the commitments contained in the Proposal. The successful Applicant will be fully responsible for permitting, interconnection, security, and all other obligations with respect to the projects.

NYCHA is developing a template for the Lease Agreement and expects to provide this template to Pilot Teams for their review and reference shortly after the License Agreements have been signed.

#### **4. TERMS AND CONDITIONS**

##### **4.1 Compliance**

Applicant's participation in ACCESSolar is subject to all federal, state, and local laws and regulations. To the extent that any of these Rules are in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.

##### **4.2 Postponement or Cancellation**

NYCHA reserves the right to postpone or cancel this call for Applications, to reject any and all Applications, to re-advertise and/or not to select any Pilot Teams, if NYCHA deems it in its best interest to do so. NYCHA is under no legal obligation to lease the properties listed on the Site Proposal Form.

##### **4.3 Costs incurred by Applicants**

NYCHA is not obligated to pay, nor shall NYCHA in fact pay, any costs or losses incurred by any Proposer at any time, including any costs incurred in preparing either the Application or full Proposal, or for travel expenses related thereto.

##### **4.4 Publicity**

Applicants or Pilot Teams shall not make news releases or other public announcements relating to this Application or Lease Agreement without the prior written approval of NYCHA.

##### **4.5 Release**

Applicants agree to comply with and be bound by these Full Rules and the decisions of NYCHA and/or the Committee, which are binding and final. Applicants agree to release and hold harmless NYCHA from any and all claims, expenses, and liabilities arising out of or relating to participation in the ACCESSolar program.

#### 4.6 Amendments

NYCHA may, at any time, waive compliance with, or change any other terms and conditions listed here; entertain modifications or additions to selected Proposals, or withdraw or add individual sites or parcels listed on the Site Proposal Form. The participation of selected Pilot Teams in ACCESSolar may be subject to additional terms and conditions at NYCHA's sole discretion.

#### 4.7 Insurance and Indemnity

4.7.1. Insurance. The License Agreement will require the Pilot Teams to obtain and maintain insurance consisting of the amounts and types attached as **Exhibit 1-a**, and the Lease Agreement will require the Pilot Teams to obtain and maintain insurance consisting of the amounts and types attached as **Exhibit 1-b**, with NYCHA named as an additional insured in each case. NYCHA, however, reserves the right to change or modify such insurance requirements at its discretion.

4.7.2 Indemnity. Additionally, the License Agreement and the Lease Agreement will require the selected Pilot Team, and its contractors and subcontractors, to compensate NYCHA for certain types of losses that arise from the actions occurring on NYCHA property pursuant to the License Agreement or Lease Agreement, as applicable, as well as, hold NYCHA harmless from third party claims that arise similarly.

The Pilot Teams shall not receive any payment or reimbursement for the cost of such insurance and indemnity obligations.

#### 4.8 Confidentiality

Certain information that NYCHA may furnish in connection with these ACCESSolar Full Rules may be labeled as confidential and should be treated as proprietary information of NYCHA by each recipient thereof

Documents submitted to NYCHA may be subject to disclosure under the New York State Freedom of Information Law ("**FOIL**"), N.Y. Pub. Off. Law §§ 85-90. It is the Applicant's responsibility to designate those portions of its application, if any, that the Applicant claims should be exempt from disclosure under FOIL. To the extent the law permits, NYCHA will use reasonable efforts to hold the designated portions of the application in confidence.

**Exhibit 1-a**

**License Agreement Insurance**

## 01-Standard – NYCHA Insurance Requirements

COVERAGE TYPE	EXTENT OF REQUIREMENT	MINIMUM LIMITS	FORMS & REQUIRED ENDORSEMENTS
<b>Workers' Compensation/Employer's Liability</b>	Mandatory for ALL	Workers' Compensation: Statutory for the State of New York  Minimum Employer's Liability: \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	<b>Form:</b> As required in the State of New York  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• New York State Amendatory Endorsement or All Other States Endorsement for companies domiciled outside of New York</li> </ul>
<b>Commercial General Liability</b>	Mandatory for ALL	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expense	<b>Form:</b> General Liability Form ISO CG 00 01 or equivalent  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• NYCHA as Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Separation of Insureds Clause</li> </ul>
<b>Business Auto Liability</b>	Mandatory for ALL	\$1,000,000 Combined Single Limit	<b>Form:</b> Business Auto Form CA 00 01 or equivalent  Coverage to be applicable to Owned, Non-Owned and/or Hired Autos  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• NYCHA as Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Separation of Insureds Clause</li> </ul>

- All policies must:
  - be written by insurers authorized or licensed to do business in the State of New York.
  - be written by insurers with minimum AM Best Rating of "A minus" and Financial Size Category of "VII".
  - be endorsed to provide NYCHA 30 days written notice of material change or cancellation, excluding non-payment.
  - name NYC Housing Authority as additional insured; the Certificate Holder Address is: **New York City Housing Authority, Risk Management Department, 90 Church Street, 6th Floor, New York, NY 10007**
- Contractors are required to confirm and maintain proof of coverage for all their subcontractors for the duration of the contract.



## 01-Standard – NYCHA Insurance Requirements

- Commercial Lessees are required to maintain \$300,000 Damages to Rented Premises in the General Liability Policy
- Policies **must not exclude** any operation within the scope of the contract or services to be provided to NYCHA
- Contractors should refer to the Solicitation documents (request for proposal/quote, agreement, application, etc.) for additional insurance requirements or instructions.
- Limits can be adjusted depending on scope and size of contract.

**Exhibit 1-b**

**Lease Agreement Insurance**

## 06- Construction-Related Contracts/Service Agreements – NYCHA Insurance Requirements

COVERAGE TYPE	EXTENT OF REQUIREMENT	MINIMUM LIMITS	FORMS & REQUIRED ENDORSEMENTS
<b>Workers' Compensation/ Employer's Liability</b>	Mandatory for ALL	Workers' Compensation: Statutory for the State of New York  Minimum Employer's Liability: \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	<b>Form:</b> As required in the State of New York  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• New York State Amendatory Endorsement or All Other States Endorsement for companies domiciled outside of New York</li> </ul>
<b>Commercial General Liability</b>	Mandatory for ALL	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expense	<b>Form:</b> General Liability Form ISO CG 00 01 or equivalent  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• NYCHA as Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Separation of Insureds Clause</li> </ul>
<b>Business Auto Liability</b>	Mandatory for ALL	\$1,000,000 Combined Single Limit	<b>Form:</b> Business Auto Form CA 00 01 or equivalent  Coverage to be applicable to Owned, Non-Owned and/or Hired Autos  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• NYCHA as Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Separation of Insureds Clause</li> </ul>

## 06- Construction-Related Contracts/Service Agreements – NYCHA Insurance Requirements

COVERAGE TYPE	EXTENT OF REQUIREMENT	MINIMUM LIMITS	FORMS & REQUIRED ENDORSEMENTS
<b>Professional (Errors &amp; Omissions) Liability</b>	Mandatory for Design-Build/CM/CMA Contracts	\$2,000,000 Each Claim \$4,000,000 Aggregate	<b>Form:</b> Claims-made form  <b>Endorsements:</b> <ul style="list-style-type: none"> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Policy must include a 3-year Extended Reporting Period option</li> </ul>

- All policies must:
  - be written by insurers authorized or licensed to do business in the State of New York.
  - be written by insurers with minimum AM Best Rating of “A minus” and Financial Size Category of “VII”.
  - be endorsed to provide NYCHA 30 days written notice of material change or cancellation, excluding non-payment.
  - name NYC Housing Authority as additional insured; the Certificate Holder Address is: **New York City Housing Authority, Risk Management Department, 90 Church Street, 6th Floor, New York, NY 10007**
- Contractors are required to confirm and maintain proof of coverage for all their subcontractors for the duration of the contract.
- Policies **must not exclude** any operation within the scope of the contract or services to be provided to NYCHA.
- Contractors should refer to the Solicitation documents (request for proposal/quote, agreement, application, etc.) for additional insurance requirements or instructions.
- Limits can be adjusted depending on scope and size of contract.