

REQUEST FOR PROPOSALS

FOR

**A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED
ELECTRICITY FOR THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY FACILITY
IN THE COUNTY OF MERCER, NEW JERSEY**

Issuance Date: July 31, 2018

Richard Brand
Executive Director
East Windsor Municipal Utilities Authority
7 Wiltshire Drive
East Windsor, N.J. 08520
(609) 443-6000

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Section 1.0 Exhibits

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Exhibit B: Electric Usage Information Exhibit B (page 1)

Exhibit C: Form of PPA Contract Exhibit C (pages 1-44)

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**The East Windsor Municipal Utilities Authority,
Mercer County, State of New Jersey**

ISSUANCE DATE July 31, 2018

OPENING STATEMENT

**REQUEST FOR PROPOSALS FOR
A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED
ELECTRICITY FOR THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY FACILITIES**

Dear Interested and Potential Bidders:

The Board of the East Windsor Municipal Utilities Authority, in the County of Mercer, New Jersey ("EWMUA") approved by resolution number 2017-23 for the development and issuance of a Request for Proposal for a Power Purchase Agreement for Solar Photovoltaic Generation at the Millstone Road Wastewater Treatment Plant, consistent with the provisions of the Local Public Contracts Law governing competitive contracting under N.J.S.A. 40A:8-4.1 et seq. The EWMUA is requesting proposals for energy services which shall provide solar generated electricity for the specified EWMUA facilities listed in this Request for Proposals ("RFP") through a Power Purchase Agreement ("PPA").

The RFP shall be available online at: <http://eastwindsormua.com>
or in person at: 7 Wiltshire Drive, East Windsor, N.J. 08520 **during normal business hours.**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the East Windsor Municipal Utilities Authority, County of Mercer, and State of New Jersey on:

September, 12, 2018 at 1:00 PM (Proposal Opening) prevailing time at which time and place, Proposals will be opened in public for:

**A SOLAR ENERGY POWER PURCHASE AGREEMENT
TO PROVIDE SOLAR GENERATED ELECTRICITY FOR THE EWMUA**

All proposals must be delivered in person or by mail to the following address prior to the Proposal Opening date and time:

**East Windsor Municipal Utilities Authority
7 Wiltshire Drive, East Windsor, N.J. 08520
(609) 443-6000**

The Request for Proposal (RFP) document and other needed information may be obtained at the address above during regular business hours or online at: <http://eastwindsormua.com>.

All proposals shall be in accordance with all the RFP requirements, as well as all the applicable rules and regulations of the Department of Community Affairs (DCA), Local Public Contracts Law, New Jersey Office of Clean Energy requirements for renewable energy systems (www.njcleanenergy.com) and the New Jersey Board of Public Utilities (BPU) rules and regulations.

All Bidders must conform to the models and directions contained in the RFP and proposals must be submitted in a complete contract packet. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq. and N.J.S.A. 33:8-56.25 et seq., concerning affirmative action, equal employment and prevailing wages, and requirements as set forth in the RFP.

The EWMUA intends to award a contract to the Bidder whose proposal is most advantageous to the EWMUA, price and other factors considered, pursuant to the competitive contracting provisions of the New Jersey Local Public Contracts Law N.J.S.A. 40A:8-4.1 et seq.

The EWMUA reserves the right to reject any or all Proposals, to waive any informalities, deviations, or omissions in any or all Proposals and to accept a Proposal which, in its judgment, best serves the interest of the EWMUA. The EWMUA assumes no responsibility for the loss, delay and/or non-delivery of any Proposal sent to EWMUA, but not received prior to the proposal opening.

An optional pre-proposal and site inspection meeting will be held at the Millstone Road Wastewater Treatment Plant in East Windsor, NJ on August 13, 2018 at 1:00 PM, which will include the ability for Bidders to evaluate the site and the existing Building Electrical Systems.

By Richard Brand, Executive Director

Date: July 31, 2018

PROPOSAL FORM

SOLAR ENERGY POWER PURCHASE AGREEMENT SERVICES COMPANY TO PROVIDE SOLAR GENERATED ELECTRICITY FOR THE EWMUA FACILITIES. All Bidders shall provide pricing on a per kWh basis for the solar energy production from the Solar Energy System installed on the EWMUA site. The undersigned proposes to furnish and deliver the above goods/services pursuant to all of the requirements of this Request for Proposal and made part hereof:

Solar Energy System (Account # 4200648202 Meter # 9210501)

System Size _____ KW dc

A	B	C	D	E
Year of Term	Historical Electric Price \$/kWh with 2.2% Annual Price Escalation Projection	\$/kWh (Proposed Price per kWh each Year of Term)	Total Estimated Production kWh/Year (from PV Watts with an Annual Degradation Loss of 1%)	Total Annual Savings (\$)
1	\$0.1310			
2	\$0.1339			
3	\$0.1368			
4	\$0.1398			
5	\$0.1429			
6	\$0.1461			
7	\$0.1493			
8	\$0.1526			
9	\$0.1559			
10	\$0.1593			
11	\$0.1628			
12	\$0.1664			
13	\$0.1701			
14	\$0.1738			
15	\$0.1777			
Total 15 Year Savings (\$)				

Company Name

Federal I.D. # or Social Security#

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Date

Telephone Number

Fax Number

Email

BID BOND FORM

THE UNDERSIGNED Bidder and "Surety", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the East Windsor Municipal Utilities Authority for the full and just sum of \$20,000:

Twenty Thousand Dollars

(WORDS)

(\$20,000),

(FIGURES)

The payment of which sum the Bidder and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the covenants herein. The Bidder has submitted a Proposal to enter into a PPA as described in RFP Documents entitled:

**A SOLAR ENERGY
POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY
FOR THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY FACILITIES**

The Surety hereby agrees to pay the full-face value of this Bond to the East Windsor Municipal Utilities Authority or its agent, as Liquidated Damages arising from its failure to execute the agreements and forms required by the RFP, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the Bidder well, truly and faithfully performs the requirements incident to an Award of the RFP including, but not limited to, proper execution and submission of the agreements and forms required by the RFP.

On this _____ day of _____ 20____, the Bidder and Surety hereby bind themselves herein:

FOR THE BIDDER: _____ FOR THE SURETY: _____

(Name of Bidder) _____ (Name of Surety) _____

By: _____
(Print Name-Bidder's Authorized Representative)

By: _____
(Signature-Bidder's Authorized Representative)

THIS BID BOND FORM MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE SURETY COMPANY, AS WELL AS BY THE BIDDER'S REPRESENTATIVE. **Bidder's may provide a certified check in the amount of \$20,000 in place of a certification of a Surety Company. Bidder's should place the check in a self-addressed envelope so that the check may be returned to the Bidder as may be appropriate.*

CONSENT OF SURETY

Re: Proposal for **A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY FOR THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY FACILITIES**

Bidder Name: _____

Surety Name: _____

Surety Address: _____

Surety Phone: _____

The undersigned consents and agrees that if the Contract, which is the subject of the above-named proposal is awarded to the above-named Bidder, it will execute one of the following as surety and guarantor

(check which applies):

___A Performance Bond in an amount equal to one million dollars (\$1,000,000) of the Solar Energy System, and to be continued to indemnify the East Windsor Municipal Utilities Authority against loss due to the failure of the Bidder to meet the stipulation of the Performance Bond, and a Bond for payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract;

OR

___A Restoration Bond in the amount equal to one million dollars (\$1,000,000) toward the cost of restoring the Premises to its prior condition in the event of a default by the Bidder prior to the Solar Energy System's Commercial Operation, or if the Bidder fails to repair damage caused by the Bidder prior to the Commercial Operation Date.

In addition, the Bidder IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by its duly authorized officers this ____day of _____, 20__.

ATTEST:

SURETY: _____

By: _____

Signature

Printed Name

Title

COMPLETE THIS FORM AND PROVIDE THE USUAL PROOF OF AUTHORITY OF OFFICERS OF THE SURETY COMPANY TO EXECUTE THE SAME, AND A SURETY DISCLOSURE STATEMENT AND CERTIFICATION

NOTICE: The successful Bidder shall comply with the following upon award of contract for services:

**AFFIRMATIVE ACTION –
EQUAL EMPLOYMENT GOAL COMPLIANCE CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. However, if a subcontractor has a total workforce of four or fewer employees or if a contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required in N.J.A.C. 17:27-3.8(a) (below), except for the language contained in the first sentence of this subparagraph.

During performance of this contract, the contractor further agrees as follows:

- A. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by A.1. and B. below, if the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
1. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under B. below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of A.1. above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its

workforce needs, and request referral of minority and women workers;

2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area;
5. If it is necessary to lay off any of the workers in each trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this chapter, as well as with applicable Federal and State court decisions;
6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. These requirements, however, are limited by the provisions of C. below.
 - (iii) The name of any interested woman or minority individual shall be maintained on a waiting list and shall be considered for employment as described in paragraph (ii) above, whenever vacancies occur. At the request of the Division, the

contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

- (iv) If, for any reason, a contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- 7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- C. The contractor or subcontractor agrees that nothing contained in B. above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to B. above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of B. above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- D. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- E. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the Contractor agrees as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

**NOTICE: The successful Bidder shall comply with the following upon award of contract for services:
AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with
Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DATE: _____

COMPANY NAME

SIGNATURE: _____

**COMPLETE FORM AND INCLUDE WITH PROPOSAL SUBMISSION TO ACKNOWLEDGE
REQUIREMENT**

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all Proposal Submissions. Failure to submit the required information is cause for automatic rejection of the Proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/Bidder; that the EWMUA is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the EWMUA to notify the EWMUA in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the EWMUA, permitting the EWMUA to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date :	

SIGN AND NOTARIZE THIS FORM AND PROVIDE ALL THE DOCUMENTATION REQUESTED

BUSINESS REGISTRATION CERTIFICATE REQUIREMENT

All Bidders must provide a State Division of Revenue issued Business Registration Certificate with the Proposal.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (~~8/6/04~~), 2004-24 (~~8/1/04~~), 2005-12 (~~4/27/05~~) and on the Division web site at www.nj.gov/dca/lgs/lpcl.

THE REQUIRED BUSINESS REGISTRATION CERTIFICATE(S) SHALL BE INCLUDED WITH PROPOSAL SUBMISSION

PUBLIC WORKS CONTRACTOR REGISTRATION ACT REQUIREMENT

All named contractors and sub-contractors **MUST** be registered with the Department of Labor pursuant to the PWCRA at the time the Proposal is received, or the Proposal will be determined to be non-responsive. Any non-listed (un-named, TBD) sub-contractor must be registered with the Department of Labor prior to physically starting work.

A contractor's certification can be confirmed by contacting the Department of Labor's [Division of Wage and Hour Compliance website \(www.nj.gov/labor/lse/lspubcon.html\)](http://www.nj.gov/labor/lse/lspubcon.html). This site only shows approved contractors; there is no "pending" approval or a "grace" period.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit
Division of Wage and Hour
Compliance
New Jersey Department of Labor
PO Box 389
Trenton, New Jersey 08625-0389

Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us
Web site: www.nj.gov/labor/lse/lspubcon.html

A VALID PUBLIC WORKS CONTRACTOR REGISTRATION SHALL BE INCLUDED FOR ALL NAMED CONTRACTORS AND SUB-CONTRACTORS WITH PROPOSAL SUBMISSION

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of company)

the Bidder making this Proposal for **A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY FOR THE EWMUA FACILITIES**, and that I executed the said Proposal with full authority to do so; and that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive procurement in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct; and made with full knowledge that the EWMUA relies upon the truth of the statements contained in said Proposal;

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to
before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

A NOTARIZED NON-COLLUSION AFFIDAVIT SHALL BE INCLUDED WITH PROPOSAL SUBMISSION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(Complete sign this form and attach all required documentation)

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's bid proposal non-responsive.** If the Township of Barnegat determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Township of Barnegat may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____ Duration
of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

NOTICE**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

**NO DOCUMENT NEEDS TO BE INCLUDED WITH PROPOSAL SUBMISSION REGARDING THIS
NOTICE**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

**COMPLETE THIS FORM AND SIGN AS ACKNOWLEDGMENT OF RECEIPT OF ALL RFP MATERIALS
(CHECK [HTTP://EASTWINDSORMUA.COM](http://EASTWINDSORMUA.COM) TO VERIFY ALL ADDENDA AND DATES)**

**A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED
ELECTRICITY FOR THE EWMUA FACILITIES**

DOCUMENT CHECKLIST

Submission Requirements	Initial each required entry and if required, submit the appropriate documentation
Proposal Form	
Proposer Technical Proposal	
Proposer Experience Documentation	
Bid Bond Form	
Consent of Surety	
Affirmative Action Equal Employment Goal Compliance Notice	
Americans with Disabilities Act of 1990	
Statement of Ownership Disclosure Certification	
Business Registration Certificate Requirement	
Public Works Contractor Registration Act Requirement	
Non-Collusion Affidavit	
Disclosure of Investment Activities in Iran	
Township Of East Windsor - Affidavit Of Compliance With Section 2.36 of The Revised General Ordnnances Of East Windsor Township	
Notice Disclosure of Contributions to New Jersey Election Law Enforcement	
Political Contribution Disclosure Form	
Acknowledgment of Receipt of Addenda	
Document Checklist	

*No document need to be submitted for certain notices, but is included as notification of the obligation of the successful Bidder.

Part 1 - Proposal Information

1.1.0 Information for Bidders

A. The East Windsor Municipal Utilities Authority (“EWMUA”) is requesting proposals from solar energy companies (“Bidder” or “Bidders”) to install, own and operate a photovoltaic energy system (“Solar Energy System”) to be located on the site identified in Exhibit A. The EWMUA shall enter into a Power Purchase Agreement (PPA) to purchase the electricity generated from the Solar Energy System in accordance with the terms outlined in this RFP.

B. On September 12, 2018 at 1:00 PM (Proposal Opening) prevailing time, at which time and place Proposals will be opened in public.

C. All Proposals must be delivered to the following address prior to the Proposal Opening:

East Windsor Municipal Utilities Authority
7 Wiltshire Drive
East Windsor, N.J. 08520
(609) 443-6000
ATTN: Proposal for Solar PPA
All Proposal Submissions MUST be sealed

D. The Proposal shall be in accordance with the RFP requirements and fully comply with the requirements of the Department of Community Affairs (DCA), Local Public Contract Law, Office of Clean Energy requirements for renewable energy systems (www.njcleanenergy.com) and the New Jersey Board of Public Utilities (BPU).

E. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. concerning affirmative action and equal employment. Bidders are required to submit a Statement of Ownership Disclosure with the Proposal, in compliance with N.J.S. 52:25-24.2 (P.L. 1977, c. 33), and complete all other forms provided with the RFP.

F. An optional pre-proposal meeting will be held at the waste water treatment plant location at 146 Millstone Rd, East Windsor, NJ 08512. August 13, 2018 at 1:00 PM, which will include the ability for Bidders to evaluate the prospective location of the solar energy system in the area to the North West of the main plant operations as well as the existing Building Electrical Systems.

G. The awarded Contractor shall include in their proposed pricing a payment of **\$20,000** to the EWMUA as a reimbursement for the legal, technical review and evaluation services paid by the EWMUA to issue the RFP and evaluate the responses. This payment shall be paid immediately upon the fully executed PPA contract.

H. Summary of relevant dates (these dates may change in accordance with New Jersey Local Public Contracting Law. Bidders should monitor the website for any changes)

Issuance of RFP and Publication of Notice of RFP	July 31,2018
Pre-Proposal Conference and Site Visit	August 13, 2018 at 1:00 PM (Millstone Road Site)
Submissions of Written Questions and Requests for Amendments to RFP <i>ENDS</i>	August 20, 2018 at 5:00 PM
Submission of Proposal – Due Date/time (Proposal Opening)	September 12, 2018
Estimated Date of Award	November 22, 2018

Part 2 - Goals and Objectives

2.1.0 EWMUA Goals and Objectives

A. The EWMUA intends to achieve the following goals and objectives by pursuing the installation of a solar photovoltaic generation system at the EWMUA wastewater treatment plant located at 146 Millstone Road in East Windsor, NJ 08520:

- A commitment to responsible energy resource investment and procurement of as much solar energy from the given sites as possible;
- A desire to contribute toward regional efforts to increase renewable energy resources and to continue to be a leader for environmental stewardship: and
- The objective to reduce costs, carbon footprint, as well as to enhance energy security by reducing reliance on a single form of energy supply.

Part 3 – General Proposal Requirements and Scope of Services

3.1.0 General Requirements

A. The EWMUA is seeking a firm or a team of firms to design, construct, install, operate, finance and maintain Solar Energy System that will collect solar energy and convert it to grid synchronous, alternating current (AC) electricity. The EWMUA intends to enter into a power purchase agreement (PPA) to purchase the electricity generated by the Solar Energy System for a term of fifteen (15) years with the successful Bidder.

B. The successful Bidder will be responsible for ALL the following requirements:

- The complete design, engineering, construction and financing of the Solar Energy System,
- Obtaining all permits and all inspections, reviews, and approvals
- Satisfying all local, state, federal and utility requirements for solar energy systems
- Procurement of all materials and components
- The successful completion, utility interfacing, and commissioning of the Solar Energy System
- The ongoing ownership and operation of the Solar Energy System
- Compliance with all terms and conditions of the RFP and the executed PPA.

C. The successful Bidder will own the Solar Energy System and shall be responsible for all the costs, financing, operation, and maintenance of the Solar Energy System for the entire term of the PPA.

D. During the term of the PPA, the EWMUA shall grant a lease for the limited purpose of installation, operation and maintenance of the Solar Energy System on EWMUA property.

E. The Bidder shall provide one (1) original copy clearly marked as “Original” and three (3) complete written/typed copies of the Proposal and all supporting documentation, AS WELL AS one (1) electronic copy on a disk or USB flash drive. The Bidder shall provide documentation that demonstrates that the Solar Energy System shall meet or exceed the minimum standards delineated in this RFP. The EWMUA shall NOT be responsible for any costs or fees regarding the construction, operation or maintenance of the Solar Energy System.

F. All questions pertaining to this RFP and PPA should be referred to Cassandra Kling via email: cassandrakling@gmail.com prior to 5:00 PM on August 29, 2018. All answers to questions shall be posted online at the EWMUA website within five (5) days after the end of the question period as an Addendum.

G. It is the Bidder’s responsibility to see that the Proposal is delivered prior to the time set for the Proposal Opening and at the place prescribed. No Proposal shall be opened by the EWMUA until the time set for the Proposal Opening. Proposals may be withdrawn upon written request (on the letterhead of the Bidder and signed by the person signing the Proposal) and must be received prior to the Proposal Opening. Proposals may be modified in the same manner. No proposal or modification thereof received after the Proposal Opening will be considered.

H. All Proposals should be written in ink or typed.

I. The right is reserved, as the interest of the EWMUA may require, to reject any or all Proposals and to waive any technical defect or informality in any Proposals received.

J. It shall be understood that any addendum issued from time to time to provide additional information to the Bidders shall become an integral part of this RFP. No oral interpretation of the any portion of the RFP or PPA will be given to any Bidder. All addenda and/or interpretations and supplemental instructions will be in the form of written addenda to the RFP and will become a part of the RFP requirements and incorporated into the PPA. Submission of a Proposal shall constitute the Bidder's acknowledgment of its exclusive responsibility to obtain and utilize all Addenda.

K. Each Proposal submission shall be contained in a sealed package addressed as follows:

East Windsor Municipal Utilities Authority
7 Wiltshire Drive
East Windsor, N.J. 08520
ATTN: Richard Brand, Executive Director - Proposal for Solar PPA

Said package shall specify the title of the RFP for which the submission is provided. Each Bidder must submit one (1) original and three (3) additional sets of its sealed submission, as well as one (1) electronic copy in the form of a PDF. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the Proposal Opening time set in this RFP or as duly modified. Proposal submissions may be hand delivered or mailed. In the case of mailed Proposals, the EWMUA will not assume any responsibility for Proposals lost in transit at any time before Proposal Opening. All bids received after the designated date and time shall not be considered and will be returned unopened to the Bidder.

L. Each Bidder shall submit a properly executed Consent of Surety with their Proposal. Said Consent of Surety shall be an original certificate from a surety company licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570, stating that it will provide the successful Bidder with either of the following two types of bonds:

- A performance and labor and material payment bond in the amount of \$1,000,000.00 US dollars. Said bond that is the subject of the certificate shall be for the faithful performance of all provisions of the PPA and shall terminate upon the successful Bidder's completion of construction of the Solar Energy System upon the Commercial Operation Date;

OR

- A restoration bond in the amount of \$1,000,000.00 US dollars; to be paid for the removal the Solar Energy System and restoration of the Premises to its prior condition in the event of a default by the successful Bidder prior to the Solar Energy System's Commercial

Operation Date, or if the successful Bidder fails to repair damage caused to the Premises and/or the Solar Energy System by the successful Bidder prior to the Commercial Operation Date.

M. The form of said bond shall be subject to the approval of the EWMUA's designated legal representative for compliance herewith.

3.1.1 Design, Engineering and Permitting

A. The Bidder shall design/engineer the Solar Energy System to maximize the solar energy resources at the EWMUA site - taking into consideration the site's electrical demand and load patterns, proposed installation site, available solar resources, applicable permitting and zoning ordinances, installation costs, potential incentives and other relevant factors.

B. For its proposed Solar Energy System, each Bidder shall provide a Technical Proposal that shall include design documents that communicate the following information:

- System description
- Equipment details & description
- Estimated layout of installation
- Installation plan and staging requirements
- Electrical work
- Warranties on equipment
- Integration of Solar Energy System with the existing Building Electrical System at the site
- Site preparation, tree removal requirements and final landscaping
- Fencing and security measures
- Electrical grid interconnection requirements
- Controls, monitors and instrumentation
- Operation and maintenance manuals (sample)
- Web-based performance monitoring system and communication platform that can be accessed by a link on the EWMUA website

C. The successful Bidder shall secure from governing agencies and the appropriate utility company or companies all required rights, permits, approvals, and interconnection agreements at no additional cost to the EWMUA. The EWMUA or its designated representative will become the signatory on applications, permits, and utility agreements where necessary.

D. The successful Bidder shall complete and submit in a timely manner all documentation required to operate the Solar Energy System.

E. The EWMUA shall assign the rights for each system for available rebates, incentives, sale of Renewable Energy Credits and tax benefits as appropriate and requested by the Bidder.

F. Additional Design Requirements shall include:

- The successful Bidder shall prepare contract drawings, specifications and project information
- subject to EWMUA review and suitable for permits and to allow for construction.
- The successful Bidder shall obtain all required permits and pay applicable permit fees.
- The successful Bidder shall be responsible for all permit coordination, site inspections and permit compliance.
- All submittals, drawings, and documentation shall be reviewed and approved in writing by the EWMUA or their designated representative.

3.1.2 Construction Phase

A. The successful Bidder shall construct the Solar Energy System in accordance with EWMUA approved plans, specifications and submittals prepared by the Bidder to meet or exceed all requirements of the EWMUA. The Bidder shall install PV panels, inverters and other components that meet all of the New Jersey Board of Public Utilities rules and regulations, as well as ensure compliance with the requirements for generation and reporting of Solar Renewable Energy Certificates in the State of New Jersey.

B. The electrical design and installation of all Solar Energy System shall conform to the most recent version of the National Electric Code (NEC, NFPA 70). Article 690 of the NEC applies specifically to photovoltaic system safety, protection, control and interface with other sources. Other articles of the NEC also apply. The Solar Energy System electrical design shall also comply with the most recent version of Institute of Electrical and Electronics Engineers (IEEE) Std. 1374-1998 (Guide for Terrestrial Photovoltaic Power System Safety) as well as other applicable standards regarding photovoltaic power systems published by the IEEE.

C. All insurance coverages, except for Workers' Compensation, shall name the EWMUA, and its employees, agents, officers, trustees and directors as additional insured hereunder. Evidence of such coverages shall be promptly delivered to the EWMUA immediately upon the execution of the PPA. All such coverages shall be endorsed to indicate that such coverages shall not be materially changed or canceled without at least thirty (30) days prior notice to EWMUA, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverages, Power Provider shall provide the host with evidence of the renewal of all such coverages required on at least the same terms and conditions as originally required for this Agreement. All the following minimum insurance coverages shall be provided by the Successful Bidder:

- \$1,000,000 Each Occurrence Bodily Injury and Property Damage; \$1,000,000 Personal Injury and a \$5,000,000 General Aggregate
- \$1,000,000 Automobile Insurance
- Workers Compensation-Statutory-applicable to the laws of New Jersey

3.1.3 PV Panels, Inverters, and Other Plant Component Specifications

A. The Bidder shall install new PV panels, inverters and other components that meet all the New Jersey Board of Public Utilities rules and regulations, as well as ensure compliance with the requirements for generation and reporting of Solar Renewable Energy Certificates in the State of New Jersey.

B. The electrical design and installation of all Solar Energy System shall conform to the most recent version of the National Electric Code (NEC, NFPA 70). Article 690 of the NEC applies specifically to photovoltaic system safety, protection, control and interface with other sources. Other articles of the NEC also apply. The Solar Energy System electrical design shall also comply with the most recent version of Institute of Electrical and Electronics Engineers (IEEE) Std. 1374-1998 (Guide for Terrestrial Photovoltaic Power System Safety) as well as other applicable standards regarding photovoltaic power system published by the IEEE.

C. The Photovoltaic ("PV") panels shall meet or exceed the New Jersey Clean Energy Program requirements and shall meet or exceed the following requirement and standards:

- Qualification test standards for PV panel safety of International Electrochemical Commission ("IEC") IEC 61215 for Crystalline Silicon panels or IEC 61646 for Thin Film panels - most recent version
- UL Standard 1703 - most recent version
- A minimum efficiency rating of 15%
- 25 - year warranty

D. The inverter shall meet or exceed the most recent version of UL Standard 1741 and shall meet or exceed the New Jersey Clean Energy Program requirements.

The inverter shall have all of the following minimum protective functions:

- AC over/under voltage
- AC under/over frequency
- Over temperature
- AC and DC over current
- DC over voltage
- Enclosure Type: NEMA 4 or NEMA 3R (steel)

The inverter shall have all of the following minimum features:

- Maximum peak power tracking
- Overload on temperature permit
- DC and AC voltage surge protection
- Adjustable DC ground fault
- Event log-in non-volatile memory
- NC contact for AC line breaker trip
- Wake up/sleep sequencing

- Grid synchronization
- The inverter(s) shall carry a minimum warranty of 15 years

E. Metering Requirements

A. A revenue grade meter that meets the ANSI C12.1-2008 accuracy requirements is required for the Solar Energy System.

3.1.4 Installation

A. The successful Bidder shall supply all equipment, materials, and labor necessary to install the Solar Energy System and integrate the system into the site and with the existing electrical system at the EWMUA site, including emergency generation equipment.

B. The Solar Energy System shall be installed at the location shown in Exhibit A. The site information is representational; but should be independently confirmed through on-site inspection. Bidders should confirm that PV arrays as proposed can be installed properly, in accordance to all applicable manufacturer's recommendations, within the available space as shown on the site areas depicted in Exhibit A and in accordance with Bidder's on-site inspections.

3.1.5 Electrical Interconnections

A. The successful Bidder shall supply and install all equipment required to interconnect the Solar Energy System to the utility electric distribution system as net-metered solar energy system. The Bidder shall fulfill all applications, studies, and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Bidder.

3.1.6 Fencing

A. The successful Bidder shall install a 6-foot-high chain link fence around the entire perimeter of the Solar Energy System; including gated access as is required for maintenance of the system.

3.1.7 Access Road Paving

A. There is an existing gated access road into the area that is designated for the Solar Energy System. The road is partially paved and continues into the field as a dirt road. The successful Bidder shall construct a paved road that extends to the gated access of the Solar Energy System. The pavement specification (see exhibit D) shall be minimum 12" (unless suitable subgrade) Sand cement mix 15:1 (above undisturbed subgrade) backfill to be compacted in maximum 6"

lifts; Minimum 6" layer of compacted Dense Graded Aggregate (NJDOT); 5" compacted layer of Bituminous Stabilized Base Coarse mix (I-1; N.J.D.O.T) installed in two (2) even lifts compacted separately; 2" compacted layer of F.A.B.C. -1, mix I-5 (N.J.D.O.T). Flush and smooth transition shall be required along all surfaces where new Bituminous material meet existing pavement. Pavement area (pad) at gate must be large enough so fire apparatus can turn around to exit. Gate shall have lock box for fire use. Driveway shall be a minimum Fourteen (14') feet wide. Storm water will not be permitted to pond alongside driveway. Necessary steps shall be taken to prevent any ponding. This may include drainage pipe and or detention basins.

3.1.8 Operation and Maintenance Manuals, and As-Built Drawings

A. The successful Bidder shall provide two (2) printed sets of site-specific operation, maintenance, and parts manuals for the Solar Energy System as well as an electronic version of the manual in PDF format. The successful Bidder shall also provide two (2) printed sets of site-specific as-built wiring drawings and conduit layout of the Solar Energy System as well as an electronic version in PDF format.

3.1.9 Monitoring

A. The successful Bidder shall provide a turn key data acquisition and monitoring system accessible from the internet that allows the EWMUA to monitor, analyze and display historical and real-time, solar electricity generation data for the Solar Energy System at their Administrative Offices located at 7 Wiltshire Drive, East Windsor N.J. The regularly collected data should reflect, but not be limited, to the following:

- System performance factors
- Output of the Solar Energy System in real time and historical
- Savings/day/month/year
- Average wind speed; Maximum wind speed; Maximum power;
- CO2 lbs./day; NOx lbs./day; SOx lbs./day; Min & Max temperature
- Average Global Radiation (**Averaged Insolation Incident On A Horizontal Surface**)
- Interval Energy; Aggregate meter name; Aggregate Interval Energy (kWh); Aggregate Average
- Power (KW); Aggregate Cumulative Energy (kWh);
- Inverter - Inverter overload; inverter temperature; D.C. voltage; A.C. Voltage; D.C. current; A.C. current.

B. The data acquisition system shall be designed for turn key, remote operation and accessible via an internet-based website.

3.2.0 Warranties and Guarantees

A. Each Bidder shall clearly describe warranties offered in the proposal. Bidder should provide equipment that meets or exceeds these minimum standards:

- Photovoltaic Panel(s) = 25 - year performance warranty with a minimum production of 90% at 10 years and 80% at 25 - year; a materials and workmanship warranty of 10 years; the Photovoltaic panel warranty should be backed by a third party, A-rated insurance company
- Inverter(s) = 15 - year product warranty
- Racking/Mounting System = 10 - year product warranty

3.2.1 Quality Assurance and Safety

A. UL Compliance (or equivalent third-party safety consulting and certification organization)

- Materials manufactured within the scope of Underwriters Laboratories shall conform to UL Standards and have an applied UL listing mark (or equivalent).
- If no UL compliance (or equivalent certification) is available, provide all work in accordance with NFPA 70, National Electrical Code (NEC). Where required by the Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a nationally recognized testing laboratory or other organization acceptable to the AHJ to provide a basis for approval under the NEC.

B. Ensure that all work under the successful Bidder's control is conducted in accordance with all applicable safety codes and requirement and practices, including but not limited to, OSHA requirements, local and State safety codes, and specific project requirements as mandated by the EWMUA. A safety plan must be submitted to and approved by the EWMUA or its designated representative.

3.2.2 Additional Design Requirements

A. All structural members and all mounting components shall be made of aluminum, stainless steel, durable aluminum alloys as accepted by the EWMUA or its designated representative. Structural and mounting components of galvanized or painted steel shall not be accepted.

B. The inverter design shall not allow for the inverter(s) to be loaded such that the estimated output in full sunlight would be more than 90% of its continuous AC rating.

C. All wiring for the Solar Energy System shall be installed to protect against direct ground contact and all wiring shall be protected by conduit of the appropriate type and size.

D. All junction boxes shall be a minimum of NEMA 4X rated.

E. All equipment must be new.

Part 4- Bidder Experience

4.1.0 Qualification Documentation to Be Included in the Proposal

A. Proposals shall also include documentation of the following: (1) the Bidder's qualifications, past-project examples, references, and personnel information; and (2) the financial stability of the Bidder and a demonstrated ability to provide the required financing to deliver and maintain the Solar Energy System during the term of the PPA.

B. Team Information:

- Name of Bidder (lead firm) and the name of the lead representative Names of other team member firms and the persons from those firms dedicated to this project
- A brief description of each team member's firm and their ability to contribute to the successful implementation of the installation (history, performance of similar scope of services, etc.)
- History of past projects that the team members have implemented, including location, client, and technical information

C. Personnel Information:

- Proposals shall include resumes for key personnel assigned to the project, including any subcontractors.

D. References:

- Proposals shall include at least three recent (within past three (3) years) references for solar PV projects/programs. Also provide the customer's contact name, title, address, phone numbers and email address.

E. Project List:

Bidders shall provide a comprehensive listing of successfully completed projects.

Part 5 - Estimated Production

5.1.0 Estimated Production

A. The Bidder shall provide a calculation based on PV Watts Calculator available at <http://pvwatts.nrel.gov/pvwatts.php> that depicts the estimated production of each Solar Energy System, using the assumptions consistent with the actual system design in the Proposal or as required below. A separate PV Watts analysis should be performed for each separate array at each site. Bidders must use the following PV Watts Assumptions:

- Electric Price as specified in the Proposal Form for Historical Electric Price year one (1)
- Solar Panel Type (in accordance with specification in Proposal design)
- Array Type (in accordance with specification in Proposal design)
- DC System Size (in accordance with specification in Proposal design)
- System Losses % assume 15% for all systems
- East Windsor, Mercer County, State of New Jersey location
- Azimuth (in accordance with specification in Proposal design)
- Tilt Angle (in accordance with specification in Proposal design)

N.B. The submission of solar energy production calculations using software other than PVWATTS SHALL NOT BE ACCEPTED.

5.1.1 Estimated Production Vs. Actual Production

A. The Bidder shall provide a report to the EWMUA annually based on calculated Vs actual PV output, reduction in carbon footprint, and savings. This report should show a minimum of one-month integrals.

Part 6 - Evaluation of Proposals and Award Process

6.1.0 Proposal Criteria

A. The EWMUA intends to award a single contract to the Bidder that best meets the terms and conditions of the RFP and the highest overall savings to the EWMUA. The award will be made on basis of price, equipment and product evaluation, expected production and prior history of Bidder's service and capability, and in accordance with the competitive contracting provisions of the Local Public Contracts Law.

Evaluation Criteria:

- **Proposal Price and Total Savings (35%)**
Both the per kWh price as well as the rate of escalation will be considered in the determination of the lowest price and the highest savings over the 15 - year term of the PPA
- **Technical Proposal (design, material specifications, installation plan) (40%)**
The technical proposal will include an evaluation of the major system components and their specific compliance with the minimum standards listed in the RFP. Also, the Proposal design of the solar energy system shall be reviewed to ensure that energy production is optimized based on the efficiency of the components, the specifications of the array layout and the integration with the site.
- **Experience and Qualifications (25%)**
Specific experience in engineering and construction of commercial solar energy systems as well as specific experience of design, engineering and operation of solar energy systems for public entities in New Jersey.

6.1.1 System Performance and Overall Savings

A. For the purposes of determining the highest savings to the EWMUA, the EWMUA shall evaluate both the price per kWh and the total estimated production throughout the PPA Term to determine the highest savings to the EWMUA.

6.1.2 Timing of Award. If the EWMUA determines to issue an award of the RFP, the EWMUA shall issue the award no later than sixty (60) days after the deadline for the Proposal submissions, unless the Bidder consents to an extension beyond such sixty days.

6.1.3 Basis of Award

A. Proposals are being solicited pursuant to the competitive contracting process set forth in the Local Public Contracts Law, codified at N.J.S.A. 40A:8-4.1 et seq. and the regulations promulgated thereunder. The competitive contracting process permits the award of a contract based on which Proposal is most advantageous, price and other factors considered, or the rejection of all proposals.

B. In the event the EWMUA determines to make an award, it will award the contract(s) solicited in the RFP to the Bidder submitting the Proposal conforming to the RFP that is ranked highest by the EWMUA pursuant to the criteria and methodology set forth in this RFP. All conforming Proposals in response to this RFP shall be evaluated based upon the weighted evaluation criteria.

C. No Bidder shall communicate directly or indirectly with the EWMUA staff, Board or designated representatives regarding this RFP other than as designated for the purposes of questions and clarifications.

6.1.4 Notification of Award

A. If the EWMUA determines to award a Bidder in this RFP, the EWMUA will notify the Bidder in writing of the award, and any conditions that may be associated with the award, as permitted by applicable laws.

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Part 7 - Special Conditions

7.1.0 Additional or Special Conditions

- A. The EWMUA reserves the right to cancel or re-schedule, in part or in its entirety, this solicitation including but not limited to: Proposal Opening, submittal date and submittal requirements.
- B. The EWMUA reserves the right to request clarifications from any or all Bidders to this RFP.
- C. The EWMUA reserves the right to waive technicalities or omissions, to reject any or all Proposals, or any portion thereof, to advertise for new proposals or to proceed otherwise; if the EWMUA finds that the best interest of the EWMUA will be promoted thereby.
- D. The Successful Bidder and/or its subcontractors shall pay not less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:8-56.25 et seq.
- E. If any requirement in this RFP conflicts with the current codes and standards, then the code and/or standard shall prevail.
- F. The term of the PPA shall not exceed 15 years from the designated commencement date of the Solar Energy System.

Part 8 - Project Schedule

8.1.0 Time-line for Construction

A. The successful Bidder will be expected to construct and begin electricity production of the Solar Energy System within 9 months of receipt of the EWMUA's approval to proceed, once a fully executed contract is in place.

8.1.1 Penalty for Construction Period in Excess of 9 Months

A. If the successful Bidder exceeds the Time-line for Construction of 9 months (plus any documented extensions as approved by the EWMUA) then the successful Bidder will be subject to a penalty payment of \$1,000.00 per day for each day of delay.

Part 9 - PPA Terms and Conditions

9.1.0 The EWMUA shall finalize the final PPA contract substantially based on the attached form of PPA contract in Exhibit C. All Bidders will be required to offer the following end of Term options:

- Removal of all Solar Energy System; site restoration to original condition
- Sale of Solar Energy at a price and term based on the requirements of New Jersey Local Public Contracting Law requirements.
- Purchase of the Solar Energy System by the EWMUA based on fair market value.

Part 10 - Exhibits

10.1.0

- Exhibit A: Solar Energy System Location and Site Information
- Exhibit B: Electric Usage Information
- Exhibit C: Form of PPA Contract
- Exhibit D: Driveway Pavement Specification