

CITY OF ATLANTIC CITY

REQUEST FOR PROPOSALS

**Solar Photovoltaic Power
City of Atlantic City Public Works Department Building
Roof Area approximately 136,000 square feet**

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REQUEST FOR PROPOSALS**

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ADVERTISEMENT

Request for Proposals

Notice is hereby given that the City of Atlantic City (“City”) is seeking Proposals from qualified Proposers for Solar Photovoltaic Power.

All comments and questions concerning the Request for Proposals and the corresponding procedures and requirements must be addressed in writing, via facsimile or mail, to the following:

City of Atlantic City
1301 Bacharach Boulevard, Suite 406
Atlantic City, NJ 08401
Attn: City Solicitor
Fax (609) 347-5210

One complete set of Request for Proposal Documents may be obtained by interested parties at no cost from the above address. Additional copies may be obtained for the cost of \$10.00 for reproduction, shipping and handling.

A mandatory Pre-Proposal Conference will be held on June 9, 2010 at 10:00 A.M. at the City of Atlantic City Public Works Building, 1100 N. Albany Avenue, Atlantic City, New Jersey.

Sealed Proposals will be received by July 9, 2010 until 4:00 P.M. local time at the Atlantic City, City Hall, Suite 406. The City of Atlantic City reserves the right to reject Proposals if not submitted by the time, date and at the place designated in the Request for Proposal. Any and all Proposals may be rejected if deemed in the City’s best interest.

Proposers are required to comply with the affirmative action requirements of P.L. 1975, c. 127.

The City will not be liable for any costs incurred in the preparation and presentation of the Proposal.

ARTICLE 1
INTRODUCTION

1.1 PROJECT OVERVIEW/LOCATION

- 1.1.1** The City of Atlantic City (the “City”) is requesting sealed proposals for the design, acquisition, installation, operation and maintenance of a solar photovoltaic system (“Solar System”) to be located on the roof of the Public Works Building of the City of Atlantic City located at 1100 Albany Avenue, Atlantic City, New Jersey 08401. The successful Proposer (“Proposer”) will own, finance, install, operate and maintain the Solar System. The successful Proposer will also be responsible for the complete technical design and engineering of the Solar System. The Solar Systems are defined to include a complete and operable Photovoltaic System as indicated in the Solar Photovoltaic System Specifications (Exhibit I of this RFP). This includes obtaining all permits, inspections, reviews and approvals; satisfying all utility interconnection requirements; procuring all materials and components; and the successful completion and commissioning of the Solar System.
- 1.1.2** The City intends to enter into a long-term Purchase Power Agreement (“PPA”) with the successful Proposer at a cost that is lower than the current cost of power from the Local Distribution Company (“LDC”); i.e. Atlantic City Electric.
- 1.1.3** This includes obtaining all permits, inspections, reviews and approvals; satisfying all utility interconnection requirements; structural analyses and wind load calculations; procuring all materials and components; and the successful completion and commissioning of the Solar Systems.
- 1.1.4.** The Solar Systems must comply with the System Design Criteria set forth in section 2.3.3 of Exhibit 1 attached hereto, and vendors must undertake their own due diligence consistent with section 4.6 of this RFP. Any modifications or additions to the building structure and/or the mechanical, electrical, plumbing or other systems required by the Solar Systems are the responsibility of the Proposer, and if accepted, must be designed and documented by professional engineers registered in New Jersey. Signed and sealed drawings of the system and any modifications must be provided, and all costs of such work and professional fees shall be accounted for in the project proposal costs.

1.2 City SOLAR PROJECT GOAL

- 1.2.1** The goal of the City is to implement a solar renewable energy generation project that is both environmentally responsible and economically beneficial.
- 1.2.2** The Solar System to be implemented will generate solar renewable energy that will offset the current electric power usage by the City, thus reducing its carbon footprint for the term of the agreement and, potentially, beyond.

1.2.3 The Solar System implemented will reduce the cost of the electric power used at City facilities for the term of the agreement and, potentially, beyond.

1.3 PROJECT FINANCIAL OVERVIEW

1.3.1 The City envisions the Solar Project being financed by the Proposer through a combination of: (a) the sale of solar energy generated by the Solar System from the Proposer to the City of Atlantic City pursuant to a PPA, (b) Federal tax incentives (both tax credits and accelerated tax depreciation benefits), (c) the sale of Solar Renewable Energy Credits (“SRECs”) to the competitive market, (d) a New Jersey Board of Public Utilities (“NJBP”) Customer Onsite Renewable Energy (“CORE”) rebate (if available) and (e) investor capital.

1.3.2 [ADDRESS AVAILABILITY OF GRANTS – RICHARD STOCKTON COLLEGE OF NEW JERSEY INFORMATION - AFFECTS SECTION 1.4 ALSO]

1.4 PROPOSAL PRICING ELEMENTS

1.4.1 Proposers are required to submit a total price per KWH (the “Price”) that would be charged by the Proposer to the City for all the solar energy received at the Point of Delivery by the City. If there is any annual escalation in the Price, the basis for the escalation must be clearly identified. The City requests the Price that Proposers submit be provided under two scenarios; (Scenario I) assuming receipt of a CORE rebate and (Scenario II) assuming the project does not receive a CORE rebate. Please provide pricing on the attached Quotation Sheet which reflects a separate location for the price under both of the above scenarios. The Successful Proposer will retain all SRECs, and will be able to take advantage of federal tax credits and accelerated depreciation at their current levels.

1.4.2 Proposers are required to provide a summary of the benefits to be provided to the City. The Proposers are encouraged to be creative in the benefits offered. In addition to the benefits afforded to the City by the Price, such benefits offered might include the following: (a) a sharing in the SREC market revenues realized, (b) a sharing in the federal tax credits realized, (c) a sharing in any other environmental market value realized, (d) end of contract provisions and options, and (e) other novel arrangements that might benefit the City. Any other environmental benefits, with the exception of Solar Renewable Energy Credits, determined in the future (but unknown at this time) to be attributable to solar systems shall be transferred to the City.

1.4.3 End of contract provisions and options may include the following: (a) selling the Solar System to the City at fair market value or a discounted value, (b) Proposer removal of the Solar System at no cost to the City, or (c) an extension of the PPA at rates to be negotiated at that time.

1.5 SOLAR SYSTEM TECHNICAL DESIGN OVERVIEW

1.5.1 The City is providing the attached Technical Specifications Section (Exhibit 1) as a preliminary guide for the final design of their respective Solar Systems. These plans should

be considered as the minimum requirements to satisfy this RFP. The technical design proposed by the Proposer must meet the City's goals as indicated in this RFP. This preliminary project configuration is being provided to Proposers as a guide only, and Proposers are not bound by the configuration set forth in Exhibit 1.

Proposers are encouraged to propose innovative (but achievable) Solar System designs to maximize the value of the project to the City. However, the Solar Systems must meet the technical specifications set forth in Exhibit 1; must comply with all New Jersey Board of Public Utilities Clean Energy Program technical and administrative requirements and must satisfy aesthetic considerations as determined by the City.

ARTICLE 2
CRITICAL DATES

2.1 The following are the critical dates and times:

Proposers Notification	May 25, 2010
Mandatory Pre-Proposal Conference	June 9, 2010 at 10:00 AM
Question Cut-off	June 17, 2010
Question Response	June 25, 2010
Proposal Due Date	July 9, 2010 by 4:00 PM
Projected Contract Commencement	October 1, 2010

2.2 MANDATORY PRE-PROPOSAL CONFERENCE

2.2.1 A mandatory Pre-Proposal Conference will be held on June 9, 2010 at 10:00 AM at City of Atlantic City, Public Works Building, 1100 Albany, Atlantic City.

2.2.2 A site tour will be conducted immediately after the conclusion of the Pre-Proposal Conference. This site tour will be the only opportunity Proposers will have to inspect the conditions at the facility prior to submitting a Proposal. Appointments may be made through Paul Jerkins, Director of Public Works at (609) 347-5700.

ARTICLE 3
REQUEST FOR PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 One complete RFP may be obtained by interested parties, at no cost, from the issuing office designated in the Advertisement.

3.1.2 Additional copies of the RFP may be secured at a cost of \$10.00 to the Proposer upon request and payment to the issuing office designated in the Advertisement. Electronic versions in .pdf format can be made available at no charge upon request.

3.1.3 In making copies of the RFP available on the above terms, the City does so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant permission of any other use of the RFP.

3.2 CITY FACILITY PLANS

3.2.1 Pertinent plans and drawings of the proposed facilities will be provided subsequent to the Pre-Proposal Conference and Site Tours to all attending vendors.

ARTICLE 4
PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

4.1.1 Proposals must include the legal name of the Proposer and a statement identifying the Proposer as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state or incorporation and whether the Proposer is qualified to do business in New Jersey as a foreign corporation. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer. Proposal must also include the following information about the Proposer:

- .1 A good faith deposit in the amount of \$15,000 in the form of a certified check or bank check or letter of credit made payable to the order of "City of Atlantic City" (the "Administrative Fee").
- .2 Proposer History/Qualification - Provide a detailed history of Proposer and a statement of qualifications including a description of comparable services provided for comparable projects including dates. Proposer must demonstrate a minimum of three (3) years experience for design and installation of solar systems of a similar size and scope, and provide at least 3 references, including contact information, for projects of similar size and scope. The Proposer shall also submit and any other information that the Proposer believes to be relevant to demonstrate their financial strength. In the case of a subsidiary, statements must be on the operating entity. No statement of the parent or holding company is acceptable.
- .3 Financial Qualifications - Provide evidence that Proposer has the financial ability to perform the Work. Proposer must provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: balance statement, income statement and statement of cash flows. The Proposer shall also submit any other information that the Proposer believes to be relevant to demonstrate their financial strength. In the case of a subsidiary, statements must be on the operating entity.
- .4 If Proposer is a Minority Business Enterprise or a Woman Business Enterprise (MBE/WBE) certified by the State of New Jersey, Atlantic County Improvement Authority or CRDA, the Proposal should so indicate.
- .5 References- Provide five (5) references stating name, title, company, address and telephone number and total value of services performed for each reference.

4.1.2 Proposals must also include the following:

- 4.1.2..1 Proposal Pricing Elements specified in Section 1.4 of this RFP.
 - 4.1.2..2 Proposed Solar System Technical Design consistent with Section 1.5 of this RFP and consistent with Exhibit 1 (Technical Specifications Section).
 - 4.1.2..3 Breakouts for each facility listed in this RFP that includes Solar System size in kW (dc), and expected annual kWh (ac) production.
 - 4.1.2.4 Bonding requirements consistent with Section 7.3 of this RFP.
 - 4.1.2.5 Insurance Requirements consistent with Section 7.4 of this RFP.
- 4.1.3 Proposals must also include the following standard legal documents that are attached in Exhibit III:
- 4.1.3.1 New Jersey Business Registration Requirements
 - 4.1.3.2 Mandatory Equal Employment Opportunity
 - 4.1.3.3 Affirmative Action Regulations
 - 4.1.3.4 Non-Collusion Affidavit
 - 4.1.3.5 Stockholder Disclosure Certification

4.2 SUBMISSION OF PROPOSAL

- 4.2.1 Submit three (3) properly executed Proposals with any other documents required to be submitted in a 9" x 12" sealed opaque envelope. The envelope shall be identified with the Proposers name and address, type of Proposal (i.e. Solar Photovoltaic Power) and the Proposal due date to the following address:

The City of Atlantic City
1301 Bacharach Boulevard, Suite 406
Atlantic City, NJ 08401
Attention: City Solicitor

- 4.2.2 **SEALED PROPOSALS shall be submitted no later than 4:00 p.m., EST. on the above noted date. Immediately thereafter, Proposals will be opened and documented. Proposals received after that time and date will be returned unopened. The Proposer shall assume full responsibility for timely delivery at the location designated for the receipt of Proposals.**
- 4.2.3 Submission of a Proposal signifies careful examination of the RFP and complete understanding of the nature, extent and location of the Work to be performed.
- 4.2.4 Oral, telephonic or telegraphic Proposals are invalid and will not receive consideration.

4.3 CLARIFICATION

Each Proposer shall carefully examine the site, all RFP documents and related materials, addendum, and thoroughly familiarize themselves with all requirements prior to submitting a Proposal. Should a Proposer find discrepancies or ambiguities in, or omissions from the Proposal documents, or

should the Proposer be in doubt as to their meaning, Proposer shall at once, and in any event, not later than the Critical Dates indicated in Section 2.1, submit to the City a written request for interpretation or correction thereof. The person submitting the request for clarification will be responsible for its prompt delivery to the City Solicitor at the address noted in Section 4.2. Facsimile requests for clarification will be accepted at 609-347-5210. Each Proposer is responsible for confirming receipt of any facsimile materials to City.

Any interpretation or correction of the RFP will be made only by written addenda to all Proposers. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Proposer or the City. Addenda so issued will become part of the Proposal Documents and receipt thereof by the Proposer shall be acknowledged in the Proposal.

4.4 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 4.4.1** A Proposal may not be modified, withdrawn or canceled by the Proposer during the time period following the date designated for the opening of the Proposals, and each Proposer so agrees in submitting a Proposal.
- 4.4.2** Prior to the time and date designated for receipt of Proposals, a Proposal submitted might be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. Change shall be so worded as not to reveal the amount of the original Proposal.
- 4.4.3** Withdrawn Proposal may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

4.5 DUE DILIGENCE

Prior to submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements including but not limited to potential structural and/or electrical work as well as relative costs associated with each affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Proposer for the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

4.6 CONDITIONS AND LIMITATIONS

- 4.6.1** The Proposals and any information made a part of the Proposals will become part of the City official files without any obligation on the City's part to return them to the individual Proposer(s).
- 4.6.2** This RFP and the selected Proposer's Proposal may, by reference, become part of any formal Contract between the City and Proposer resulting from this solicitation.

4.6.3 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or the State of New Jersey for the purpose of influencing consideration of a Proposal.

4.7 NO CONTACT POLICY

4.7.1 Prior to the Proposal Due Date and after receipt of Proposals by the City, and until the award of this Contract, no Proposer or subcontractor to Proposer shall contact or communicate, in any manner, with the following parties concerning matters directly related to this Contract:

- a) any elected official, employee or agent of the City, except in the manner described herein; and
- b) any elected official or employee of New Jersey State Government.

4.7.2 All comments and questions (requests for information) concerning this Request for Proposal and the corresponding procedures and requirements must be addresses in writing, via facsimile or mail, to the following:

The City of Atlantic City
1301 Bacharach Boulevard, Suite 406
Atlantic City, NJ 08401
Attn: City Solicitor
Fax (609) 347-5210

All comments and questions, and the response by the City to those comments and questions shall be consistent with the Critical Dates indicated in Section 2.1. The City will not be responsible for comments and/or answers received in any manner other than as described above.

4.7.3 Any contact violation of the above instructions shall be grounds for disqualification and/or rejection of a Proposal, and in the case of a subcontractor, the preclusion of that subcontractor providing services for the Project. Each Proposer is responsible for notifying its prospective subcontractors of these instructions.

4.8 CONFIDENTIAL INFORMATION AND PROCEDURES

4.8.1 If a Proposer believes that any portion of their Proposal contains confidential information that they believe should be considered proprietary in nature and withheld from public disclosure, it is the responsibility of the Proposer to identify such information.

4.8.2 Proposals received in response to this RFP shall not be discussed or otherwise made available to the public or any other Proposer until such time as a Contract is approved and executed by all parties thereto. Disclosure shall be subject to the provisions on the New Jersey Open Public Records Act N. J. S. A. 47:1A-5, et. seq.

4.8.3 The Proposer shall establish and maintain procedures and controls that are acceptable to City for the purpose of assuring that information provided by City remains confidential.

- 4.8.4** All information identified by a Proposer as confidential and proprietary in nature shall not be disclosed by City without a written determination whether the information can be withheld. Should City determine that such information must be provided; the said information shall not be disclosed without first notifying the Proposer in writing.

ARTICLE 5
CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

- 5.1.1** The properly identified Proposals received on time will be opened and acknowledged.
- 5.1.2** To be considered for the award, a Proposer must be experienced and regularly in the business of providing the Scope of Services required by this RFP, and must have a business phone and be available for consultation.

5.2 REJECTION OF PROPOSALS.

- 5.2.1** The City shall have the right to reject any or all Proposals, reject a Proposal not accompanied by the data required by the RFP, or reject a Proposal which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF A PROPOSAL

- 5.3.1** It is the intent of the City to award a contract to the qualified and responsive Proposer submitting the Proposal which is in the best interest of the City, provided the Proposal has been submitted in accordance with the requirements of the RFP. The City shall have the right to accept the Proposal which in its judgment, is in its own best interests.
- 5.3.2** Following the evaluation of written Proposals, Proposer(s) may be requested to offer oral presentation to the City. Failure to comply with such a request will disqualify Proposer from consideration.

5.4 TIME OF AWARD

- 5.4.1** Proposals will be irrevocable for ninety (90) days from the date of opening. It is the intent of the City to enter into contract negotiations with the Proposer under consideration for the provision of Services herein described based upon the evaluation criteria indicated in section 6.3 of this RFP. The Administrative Fee will pay for the City's cost to prepare and negotiate the contract.
- 5.4.1.1** If that negotiation is successful and leads to a Contract, the other Proposers will be notified that their Proposals have been rejected.

5.4.1.2 If that negotiation is unsuccessful, the City will begin the negotiation process with the Proposer that provides the next best value to the City. Any portion of the Administrative Fee which is not utilized will be refunded.

5.4.2 This RFP does not commit the City to the awarding of a Contract.

5.4.3 The City will not be liable for any costs incurred in the preparation and presentation or the Proposals.

ARTICLE 6

FORM OF AGREEMENT BETWEEN THE CITY AND PROPOSER

6.1 The successful Proposer (“Contractor”) will be required to enter into a written contract with the City. For informational purposes, several of the pertinent matters of the Agreement have been included below:

- a) The Proposal of the awarded Contractor, along with any addenda or amendments thereof, shall be incorporated into the Agreement.
- b) The City will provide administration of the Agreement.
- c) Corporate Authority: All New Jersey corporations must obtain a Certificate of Incorporation and a Certificate of Good Standing from the Office of the Secretary of State prior to conducting business in the State of New Jersey. If a firm is incorporated in a State other than New Jersey, the firm must obtain a Certificate of Authority to do business from the Office of the Secretary of State prior to receipt of final contract award or utilization as a subcontractor.
- d) Restrictions Against Disclosure: The Contractor agrees to execute a Confidentiality Agreement and agrees to require its subcontractors to keep all information about the Authorities deliberations and its financial records, contracts, and sub-grants, in strict confidence. The Contractor must execute a Confidentiality Agreement in the form provided by the City.
- e) Conflicts of Interest: The Contractor must state in its Proposal, as of the date of the Proposal that it knows of no conflicts of interest which would be created by its contract with the City for the project. It will be the continuing duty of the selected Contractor to report all potential conflicts of interest to the City.
- f) Prevailing Law: The Contractor and subcontractors must comply with all local, state, and federal laws, rules, and regulations applicable to this Agreement and to the services performed hereunder.
- g) Subcontracting: The Proposals must contain a list of all firms which will participate in this project as a result of this Agreement as described in Section 4.1. Although Proposers need not have a formal contract with proposed subcontractors at the time the Proposal is submitted, the Proposer may not

change the composition of the team without written authorization of the City. Additionally, the City reserves the right of approval of all proposed subcontractors. Significant changes in the composition of the Project Team may constitute grounds for voiding the selection and commencing negotiations with the next highest ranked firm.

6.2 AFFIRMATIVE ACTION COMPLIANCE

6.2.1 The Proposer must be prepared to comply with all Affirmative Action laws, rules and regulations as same may be enacted or amended during the project. The successful Proposer shall execute a contract which shall be subject to New Jersey Public Law 1975, c. 127.

6.3 EVALUATION PROCESS, CRITERIA and TEAM

6.3.1 EVALUATION PROCESS

6.3.1.1 The successful Proposer, and any sub-contractors, shall be evaluated based upon their ability to perform the work described in this document.

6.3.1.2 The information provided in the Proposal will first be evaluated for completeness and consistency with the requirements of this document. Preliminary due diligence will also be conducted at this stage to identify any “fatal flaws” associated with the Proposal, such as an unacceptably high level of development, environmental or technology risk. As a result of this screening review, City may either eliminate proposals from further consideration, or contact the Proposer to clarify information or request additional information.

6.3.1.3 The proposal evaluation process will include an assessment of both economic and non-economic factors. The non-economic factors will include the relative risk of such factors such as Proposer financial stability, creditworthiness, solar project experience, construction schedule, solar generation technology design and adherence to the requirements of this RFP mandated by State law. The economic evaluation will identify proposals which appear to provide the greatest financial benefits to the City.

6.3.1.4 The financial terms and economic benefits of the proposals will be given significant weight in determining the Proposal that the City determines to be the successful Proposal.

6.3.2 EVALUATION CRITERIA

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate the proposals received in response to this RFP.

6.3.2.1 The pricing and other factors of economic value to City.

6.3.2.2 The Proposer’s general approach and plans in meeting the requirements of this RFP.

6.3.2.3 The Proposer's detailed approach and plans to perform the services required by the Scope of Work (Article 7 and Attachment A) and the Solar Photovoltaic System Specifications (Exhibit II).

6.3.2.4 The Proposer's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

6.3.2.5 The qualifications of the Proposer's management, supervisory and other key staff assigned to the contract, with emphasis upon documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

6.3.2.6 The overall ability of the Proposer to mobilize, undertake and successfully complete the contract. This judgment will include the qualifications, number, and availability of management, supervisory and other key staff assigned to the contract and the Proposer's management plan for the contract.

6.3.2.7 The financial strength of the Proposer.

6.3.3 EVALUATION TEAM

The evaluation team will be composed of the City and any solar consultant under contract to assist the City with this solar project. The City will chair the evaluation team and will be responsible for the coordination of meetings and information.

ARTICLE 7

BONDING AND INSURANCE

7.1 BID SECURITY

7.1.1 Each Proposer shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the Proposer to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful Proposer shall be forfeited if the Proposer fails to enter into a contract.

7.1.2 The bid security of all unsuccessful Proposers shall be returned within three (3) days, Sundays and holidays exempted, after award of the contract and upon receipt and approval of the successful Proposer's Performance Bond.

7.1.3 Non-performance by the successful Proposer or their failure to execute the contract or meet bond requirements within thirty (30) days after notice of award shall result in his/her bid security being forfeited to the City as liquidated damages.

7.1.4 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the Proposer.

7.2 PERFORMANCE BOND (CERTIFICATE OF SURETY)

7.2.1 Proposer shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey stating that it will provide said Proposer with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the Proposer to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Proposer equal to the total amount of the contract. This Performance Bond will be used by the City to assure the Solar Project is completed in the event that Proposer defaults.

7.2.2 All bonds shall be approved as to form and sufficiency by the City.

7.2.3 The Certificate of Surety documents shall include the following information, in order to be considered complete by the City.

7.2.3.1 A Certificate of Surety - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the City, that a Performance Bond shall be issued and supplied to the City in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the City. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.

7.2.3.2 A Certificate of Power of Attorney - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and it's Board of Directors to sign on their behalf.

7.2.3.3 A Financial Statement - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the City. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

7.2.3.4 A Certificate of Authority - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being

utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

7.3 INSURANCE

7.3.1 The successful Proposer will be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by the City. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey and rated not less than A-VIII by the most current Best's Manual. Furthermore, said insurance company or companies must be approved by the City. It is anticipated that such coverage shall include the following:

7.3.2

- a) Comprehensive General Liability Coverage in the amount of \$1,000,000.00. This coverage must be in writing on an occurrence form, claims made policies will be unacceptable to City. This Comprehensive General Liability insurance shall cover the Proposer, the City, and their employees, agents and officers and the City's elected officials from and against any claim arising out of personal injury of Proposer or the Proposer's failure to comply with the terms of this Contract. Such policy or policies of insurance shall include coverage for claims of any persons as a result of an incident directly or indirectly related to the employment of such persons by a Proposer or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement. The policy shall also be endorsed to include coverage for products, completed operations, and independent contractors.
- b) Workers' Compensation Coverage as statutorily required by the State of New Jersey for all employees of Proposer. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.00
- c) Excess Liability Coverage, in the amount of \$1,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.
- d) Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by Proposer in connection with the services, required under the Contract.

7.3.3 All such insurance coverage, with the exception of Workers' Compensation, shall name the City and its elected officials, employees, and agents as additional insured thereunder.

7.3.4 Evidence of such coverage being in place will be promptly delivered to the City prior to the commencement of the term of the Proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 30 days prior notice to the City, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, Proposer will provide the City with evidence

of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.

7.4 INDEMNIFICATION

Indemnification: The Proposer shall defend, indemnify, and save harmless the City, its elected officials, employees and agents of, from, and against all claims, suits, judgments, expense, and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Proposer or his employees or agents, including, but not limited to expenses or claims related to environment contamination, injury or clean up.

7.5 LABOR

7.5.1 Proposer shall provide, at its own expense, qualified or licensed labor in the applicable trades.

7.5.2 Proposer shall provide, at its own expense, qualified, union or licensed labor in the applicable trades. Proposer, at the City's request, will remove or replace any employee at our discretion.

7.6 PREVAILING WAGE

7.6.1 Proposer shall be subject to the provisions of the "New Jersey Prevailing Wage Act PL: 1963 C.150 (C:34:11-56.25)" for the construction, reconstruction, demolition, alteration repair or maintenance of a public building regularly open to and used by the general public institution and includes any subcontractor or lower tier subcontractor unless they are registered with the Commissioner of Labor.

7.6.2 The successful Proposer and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance if requested and to permit on-site monitoring, including interviews with employees and review of subcontracts, by City representatives. The Proposer's signature on this bid is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

7.7 LICENSES AND LAWS

7.7.1 Proposer shall be required to provide and maintain any permits and licenses required by law at its own expense.

7.7.2 Proposer shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall indemnify, save and hold harmless, the City, and its elected officials, employees and agents against any and all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Proposer, or its agents, employees, suppliers, or subcontractors.

ATTACHMENT A

SOLAR POWER

1.1 SCOPE OF WORK

1. Provide all labor, material, equipment, tools, and supervision to install a Solar Photovoltaic system at the Public Works Building of the City of Atlantic City at 1100 Albany Avenue, Atlantic City with a roof area of approximately 136,000 square feet..
2. Provide a total unit price per KWH for a Power Purchase Agreement for a 20-year term.
3. All work to be done in accordance with the design Solar Photovoltaic System Specification guidelines provided in Exhibit II to this RFP.
4. Work to be scheduled around business intervals. All work for this project must be completed within (90) days of start date..
5. Provide all lift equipment, temporary protection for the project. All work must be performed as not to affect adjacent active areas, pedestrian and vehicular traffic, existing surfaces and equipment.
6. Proposer's total unit cost per KWH for Purchase Power Agreement shall be for all costs of installation, including insurance, bonds, mobilization costs, fees, permits, and ancillary costs.
7. All trash shall be removed at the end of each shift and placed in dumpsters provided by the Proposer.

1.2 QUALITY ASSURANCE

1. The Proposer shall have a minimum of five (5) years experience in solar power work. This shall be demonstrated by providing a minimum of three (3) successful project references.
2. Deliver products in original unopened containers with the manufacturers' name, labels, product identification, and batch numbers. Store and condition the product in full compliance with the manufacturer's recommendations. The Contractor shall be fully responsible for the security of materials throughout the project.
3. The Proposer shall supply a warranty consist with Exhibit II to this RFP.

1.3 GENERAL

1. Proposer shall adhere to all procedures, limitations, and cautions for the products in the manufacturer's current printed literature.

2. All work shall be done in a neat and workmanlike manner and shall comply with all local, state and federal codes.
3. Leave finished work and work area in a neat, clean condition with no evidence of spillover, construction dust, and/or trash onto adjacent areas.

1.4 SAFETY

1. The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Responsibility to protect and prevent damage to property during removal, relocation or replacement actions rests solely with the Proposer. The Proposer shall restore to its original condition without extra costs to the City, property that shall be damaged due to the acts or omissions of any employees, agents, or subcontractors of the Proposer. Such repairs shall meet the requirements of the City. Take proper care and protect all finished work by substantial covering until accepted by the City. To ensure public safety, the Proposer shall provide the required barricading, cones, safety tape, etc., for all areas, which have work in progress.

QUOTATION SHEET

MUST INCLUDE ALL CHARGES TO BE ASSESSED

PROJECT: Solar Photovoltaic Power
LOCATION: Atlantic City Public Works Building, 1100 Albany Avenue
Atlantic City
PROPOSER:
DATE DUE: July 9, 2010, by 4:00 P.M.

INSTRUCTIONS AND CONDITIONS:

If Proposer chooses to use their own their own from of quotation sheet, please so indicate on this quotation sheet.

Total unit cost per KWH for Purchase Power Agreement must include the cost to construct (all labor, materials, and equipment) and the cost to operate and maintain the solar system per Attachment A.

Scenario I – Solar Project receives a CORE rebate from the NJBPU:

Scenario I Costs per KWH for Power Purchase Agreement \$ _____/KWH
Scenario I Annual escalation, if any, and basis % _____

Scenario II – Solar Project does not receive a CORE rebate from the NJBPU:

Scenario II Costs per KWH for Power Purchase Agreement \$ _____/KWH
Scenario II Annual escalation, if any, and basis % _____

Other Value for City (describe in detail and specify whether Other Value applies under Scenario I,
--

Scenario II or both). Use additional pages, if required.

End of Contract Provisions (options):

THE PRICES INDICATED SHALL BE THE ACTUAL PRICE TO THE CITY AND SHALL NOT BE EFFECTED BY OUTSIDE INFLUENCES. BY SUBMITTING A RESPONSE TOP THIS RFP PROPOSER AGREES TO THIS CONDITION.

READ ALL INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.

COMPANY _____

COMPANY REP _____

PHONE NO. _____

EXHIBIT I – BID FORMS

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 the contractor, 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 contractor 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's 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 proceeding 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.

Signature: _____

Date: _____

Title: _____

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the provisions of this nondiscrimination clause.

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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, 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.

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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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 in order 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EQUIPMENT CERTIFICATION

The undersigned Proposer certifies as follows:

The Proposer owns or controls all the necessary equipment required to accomplish the work described in the specifications

List of equipment: _____

Name of Proposer: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Stockholders Information

PROPOSER SHALL SIGN, COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL. FAILURE TO DO SO WILL ELIMINATE YOUR PROPOSAL FROM CONSIDERATION.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any state contract for the performance of any work or the furnishing of any materials or supplies unless, prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information.

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of stockholders who own 10% or more of the stock of any class of that corporation.

Proposer shall complete ONE of the following statements; check appropriate box and sign below.

Stockholders or Partners owning 10% or more of the company submitting bid

Signature _____

Name: _____

Home Address: _____

Name: _____

Home Address _____

Name: _____

Home Address _____

Name: _____

Home Address _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

No Stockholder or Partner owns 10% or more of the company submitting a bid.

Signature _____

An individual who operates as a sole proprietor is submitting bid.

Signature _____

Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/reg_a.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730 or submit by e-mail at www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- **New registrants.** When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- **Previously Registered Businesses.** Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

MORAL INTEGRITY

STATE OF NEW JERSEY)

: SS:

COUNTY OF)

I, _____ the _____
President or Vice President, Owner or Partner of _____
(Company) being first duly sworn, deposes and says:

1. That the _____ (Company) wishes to bid on _____ with the City of Atlantic City.
2. That _____ (Company) wishes to demonstrate moral integrity to the satisfaction of the City of Atlantic City.
3. That, as of the date of signing this Affidavit, neither the _____ (Company) nor any of its owners, officers, or directors are involved in any Federal, State, or Governmental investigations concerning criminal or quasi-criminal violations, except as follows; (if none, so state).

4. That neither the company nor any of its owners, officers, directors have ever committed any violation of Federal or State criminal or quasi-criminal statute, except as follows: (if none, so state).

5. That the State of Incorporation of the Company is _____.
6. That the names, dates of birth of the principles, shareholders, and officers of the Company are as follows:

7. That he is personally acquainted with the operations of the Company, has full knowledge of the factual basis comprising the contents of this Affidavit, and the contents are true.
8. That the Affidavit is made to induce the City of Atlantic City to accept bid for _____ knowing that the said City relies upon the truth of the statements contained herein.

Sworn and subscribed to before me

Company

This _____ day of _____ 20____

By: _____
Authorized Signature

Notary Public

Non-Collusion Affidavit

ATTENTION: THIS FORM MUST BE NOTARIZED

COMPLETE, SIGN, NOTARIZE AND RETURN THIS FORM WITH YOUR BID PROPOSAL.
FAILURE TO DO SO WILL ELIMINATE YOUR PROPOSAL FROM CONSIDERATION.

STATE OF NEW JERSEY:

:SS

COUNTY OF:

I, _____ of _____ in the
County of _____ and the State of _____

of full age, being duly sworn according to law on my oath, depose and say, that:

I am, _____ of the Firm of _____,
(INSERT TITLE) (INSERT NAME OF FIRM)

The Bidder making the Proposal for the herein project, and that I executed the said Proposal with full authority to do so, 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 bidding 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 City of Atlantic City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I warrant that no requirement or commitment was made in reference to any political contribution to any party, person, or elected official and that no undisclosed benefits of any kind were promised to anyone connected with the City of Atlantic City, or any political party in reference hereto.

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 Bidder.

I further warrant and represent that I have never admitted, acknowledged or been convicted of payment of kickbacks or unlawful gifts to any government official or employee for which conduct the State of New Jersey deems me disqualified from doing business with the City of Atlantic City under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and give supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

Signature of Affidavit (Bidder)

Print or Type Name of Affidavit (Bidder)

Sworn to and subscribed before me _____
NOTARY PUBLIC SIGNATURE

This _____ day of _____ 20____.

NOTARY SEAL

My Commission expires _____

EXHIBIT II – SOLAR BID PERFORMANCE SPECIFICATIONS

Exhibit II

DRAFT – SUBJECT TO CHANGE

Atlantic City Public Works Building SOLAR PHOTOVOLTAIC SYSTEM SPECIFICATIONS

SCOPE OF WORK

1.1 General

The Successful Proposer will be responsible for providing a complete and operable Photovoltaic (PV) System (System) that meets the requirements of this RFP, the electric utility company (Atlantic City Electric), and the New Jersey Board of Public Utilities' Clean Energy Program for both the interconnection requirements and qualifying for any financial incentives offered through the Clean Energy program and the Energy Policy Act of 2005. The Successful Proposer will be required to design the photovoltaic system [**MAX OUTPUT**], select the most appropriate photovoltaic equipment, recommend the most advantageous location for the roof mounted solar array, install the photovoltaic system and undertake all requisite activities on behalf of City to provide City with a turnkey photovoltaic system. The Successful Proposer shall provide qualified and experienced staff for all aspects of the Project, and such staff shall be specifically qualified and experienced in the engineering, design, installation, and operation of photovoltaic systems in New Jersey.

1.2 Engineering Design Package and Related Deliverables

1.2.1 General

Proposers must include a description of the Proposed System in their response to this RFP. The System description shall include the PV panel/module size (in kW and physical dimensions) and layout, the mounting details of the arrays, the electrical interconnection strategy, construction means and methods, and energy production calculations. The Proposer is responsible to verify the site conditions.

- a) PV Panel/Module Size and Layout – Proposer shall include a description and show a layout of all the PV panels/modules and all other System components, including utility required disconnect switches proposed for the Project. Include the kW produced for the Proposed System as well as the physical dimensions of the panels/modules and the physical dimensions of the space needed to mount the panels/modules.
- b) PV Array Mounting Details – Proposers shall include a detailed description of, and drawings of, the structural attachment details for the System. The solar array shall be a roof mounted system.

- c) Electrical Interconnection – Proposers shall include a description of the strategy for electrical interconnection for the proposed System. This shall include single-line electrical drawings showing the System output (voltage, phase and current) and the method of connecting the System Interconnection equipment shall meet all Atlantic Electric utility regulations for metered interconnection and safe and reliable parallel operations with the utility grid. The Successful Proposer will be responsible for obtaining an Interconnection Agreement for its System at the Project site. The solar arrays shall maintain the integrity and reliability of the Project Site electrical system. The Successful Proposer shall carefully inspect the electrical system and design to ensure against harmonic distortion, fault protection issues, and interconnect problems. The arrays shall integrate with the emergency power system that supports the facility.
- d) Construction Means and Methods – Proposers shall show the proposed staging areas for delivery and placement of Project Equipment, traffic management plans, and any other site disturbances that may arise due to the installation of the System. Proposers shall include information regarding the site layout, clearly indicating the location of all System components, and a proposed construction schedule.
- e) Production of Electricity – Proposers must provide evidence of total kW (ac) installed and anticipated annual kWh (ac) production for the proposed System. Contractor shall furnish “PV Watts” electrical production results with their bid.

1.2.2 Design Phase and Selection of Photovoltaic System

The Successful Proposer shall utilize the latest proven photovoltaic technology in design, construction and operation of the System to maximize System reliability and output. The Successful Proposer shall ensure that the Project design and installation meets all federal, state, and local laws, codes, specifications and regulations. Proposers must provide catalog cut sheets and drawings with their Proposals to show the type, style, and quantity of photovoltaic panels to be installed, the method of mounting panels on the site, and location of panels and the grids the panels are attached to.

During the design phase of the Project, the Successful Proposer shall submit all drawings and specifications for the Project to City within (14) days of the Notice to Proceed. The drawings must be signed and sealed by a professional engineer licensed in the State of New Jersey. The drawings and specifications shall show sufficient details as necessary so City can review the documents for structural integrity, operational integrity, and interaction with the existing building systems including but not limited to electrical systems and any special foundation requirements for any components used in the Successful Proposer’s System for this Project, which shall be shown on the drawings.

- A. Contractor shall provide a detailed engineering package for the array including drawings, supporting calculations and related documentation. Contractor shall submit the drawing package to the City at the following stages for review and approval: 25% completion and 90% completion. Contractor shall submit 100% completion package to the City for approval.

- B. Contractor shall furnish revised “as-built” drawings within 30 days after completion of the project. “As-built” set shall consist of four hard sets and the set in file format on a CD or DVD.
- C. Contractor shall furnish operation and maintenance (O&M) manuals for the system. Manuals shall be submitted at least one month prior to the project completion for review and approval by City staff. Five hard copies and one scanned copy on a DVD/CD will be required.
- D. Contractor shall furnish and execute a detailed commissioning/quality assurance plan for the project.
- E. Contractor shall develop a site specific safety plan for the project.

1.2.3 Engineering Design Package

- A. Contractor shall develop a comprehensive design package consisting of drawings generated in AutoCAD version 2006 or later. A minimum of (5) five sets shall be furnished. Drawing package shall consist of the following drawings at a minimum:
 - 1. Cover sheet
 - 2. Site plan
 - 3. Symbols, abbreviations and notes
 - 4. Structural details and elevations
 - 5. Array layout with shading diagrams
 - 6. Single-line AC electrical diagrams
 - 7. Series and parallel string wiring diagrams
 - 8. Inverter installation details
 - 9. Grounding diagrams and details
 - 10. Monitoring system details and wiring diagrams
- B. Contractor shall furnish review packages at 25%, 90% and 100% completion for review.
- C. Supporting Calculations
 - 1. Structural and wind load calculations, sealed by a NJ licensed professional engineer for each array. The Successful Proposer will be required to perform a structural assessment of the roof and PV support systems to ensure adequate support for the loading imposed by the System by a structural engineer licensed in the State.
 - 2. Shading analysis.
 - 3. DC, AC wiring and conduit sizing calculations.
 - 4. The Successful Proposer will be required to perform an assessment of the System and proposed interconnection along with the existing electrical distribution system to ensure the System may be interconnected in a safe and code compliant manner. This assessment must be performed by an electrical engineer licensed in the State. In addition to the electrical engineering review, all System components must be approved by Atlantic Electric for interconnection.
 - 5. Grounding wire sizing calculations.

1.2.4 Operation and Maintenance Manuals

- A. Furnish (5) five sets of O&M manuals including the following information:
 - 1. Manufacturer's O&M data for each component
 - 2. System narrative description of operation
 - 3. Warranty information with contact information
 - 4. As-built drawings
 - 5. Safe system operation information
 - 6. Factory test reports
 - 7. Field test reports
 - 8. Spare parts list
 - 9. Factory test reports for each PV module indicating performance at Standard Test Conditions (STC).

1.2.5 Commissioning Plan

- A. Contractor shall develop and submit a detailed written commissioning plan that will consist of the following:
 - 1. System installation checks.
 - 2. System functional checks including all operational and safety checks.
 - 3. Comprehensive performance test to verify system capacity has been achieved.
- B. Contractor shall maintain a written log of issues identified and corrected during the commissioning process.

1.2.6 Safety Plan

- A. Submit site specific Hazard Analysis and Safety Plan.
- B. The contractor shall submit a safety plan and observe all safety practices required for performing construction work of this type including OSHA standards for cranes, ladder, roof, rigging and electrical safety and require each of its subcontractors to so comply.

1.2.7 Schedule

- A. Submit a detailed schedule using Microsoft Project. Project shall detail all activities and responsible parties for the project duration.
- B. It will be the responsibility of the contractor to continuously update the schedule and have available to the owner for project status meetings. The Project Schedule shall be updated and submitted to City and City on a bi-weekly basis.
- C. It will be the responsibility of the Selected Proposer to guarantee to City that the System will be installed and operational within (90) days of the start date.

1.3 Photovoltaic Array Design Criteria

1.3.1 General

- A. Evaluate the peak kW generating capacity and the annual energy generation of the proposed system (per installed unit). To provide consistency among responses please provide estimates based upon the PV USA Test Conditions (PTC) output of the proposed system (for PV output and inverter efficiency) and 1800 equivalent full load hours of annual operation.
- B. System must be rated at **max output [TOTAL KW]** of ac power based on PTC rating. In addition, "PV Watts" calculations need to be provided.
- C. The solar arrays shall maintain the integrity and reliability of the Public Works building electrical system. The Contractor shall carefully inspect the electrical system and design to ensure against harmonic distortion, fault protection issues, and interconnect problems. The arrays shall integrate with the emergency power system that supports the plant.
- D. The solar arrays shall be roof mounted.
- E. System has to fit within the roof footprint.
- F. Bidders must provide detailed solar calculations.
- G. Photovoltaic panels must provide at least a 25 year manufacturer's warranty.

1.3.2 Array Layout

- A. Array shall be located on the designated roof area to obtain a **max output [TOTAL KW]**. Proposer shall furnish "PV Watts" electrical production results with their bid.
- B. Array layout shall account for obstructions, access to equipment, egress and OSHA safety perimeter clearances. Walking space shall be provided throughout the PV array to facilitate installation, inspection and maintenance access to all modules.
- C. Array shall be designed to minimize shading of the solar modules. System shall be designed so that shading will not occur between 9:00 am and 3:00 pm on winter solstice (shortest day of the year). Contractor shall perform a detailed shading assessment, which will be required in their design package submittal.
- D. The array shall be mounted in such a way that the normal drainage of the roof is not affected.
- E. Proposer shall furnish proposed array layouts with their bids.

1.3.3 System Design Criteria

- A. System shall conform to all applicable building code standards including point and overall loads, wind and seismic load requirements. Wind uplift resistance shall meet expected 3-second gusts as described in the latest version of the IBC, and be verified in writing by a Professional Engineer.
- B. System shall maintain roof integrity and warrantee. The Proposer will provide a letter from the roofing contractor and/or roofing manufacturer indicating that the roof warranty is not affected by the installation by the PV system, or will provide a replacement warranty of equivalent value.

- C. System loading shall meet roof structural loads, both point and overall loads. The entire system shall not weigh more than 5 pounds per square foot over the array area. Contractor shall furnish calculations confirming this is met with their detailed design submittal. Contractor is responsible for any structural modifications necessary to support the system.
- D. City prefers that the mounting/support system shall be non-penetrating, self ballasted type. Should Proposer's design incorporate roof penetrations, Proposer must meet section 1.3.3 B above.
- E. System shall elevate panels off of the roof for proper solar module cooling and allow for proper roof inspection and drainage. Mounting systems completely covering the roof surface (other than support feet) will not be accepted.
- F. Surface and Sub-surface Investigation. (i) The Contractor shall be responsible for undertaking an inspection and surface and sub-surface investigation of the Facility Site to determine the Structural Conditions. The Contractors shall be solely responsible for any Structural Conditions relating to the Facility Site. (ii) Notwithstanding the provisions of (i) above, the Contractor may, but shall not be required to, undertake additional tests for surface and sub-surface pollution and contamination (groundwater and otherwise), hazardous waste, hazardous substances/archaeological finds, endangered species and other surface and sub-surface conditions of the Facility Site in addition to those tests and investigations undertaken as part of the application for the permits, licenses and approvals for the Facility. The Contractor shall be required to conduct any further studies it deems necessary in order to carry out its obligations hereunder. Please refer to the attached site plan.

1.3.4 Mounting System Details

- A. Pricing must include an extended warranty on the inverters to match the warranty of the system. Materials of construction shall be long-lasting with a service life of 30 years or greater. System shall be fabricated with corrosion resistant materials such as aluminum and stainless steel. Stainless steel fasteners must be used.
- B. The System mounting structures, including the panels/modules, hardware and attachments, shall be designed to withstand wind loads per the IBC standards for the area and comply with all existing local and national codes. The solar arrays shall be a non penetrating system and shall maintain the structural integrity of roofs, basin covers and other related systems. Provide material compatible with roof construction between mounting elements and roof surface, unless specifically allowed by roofing manufacturer.
- C. Ballast blocks shall be composed of fiberglass reinforced concrete to insure long-life.
- D. Location of the roof mounted arrays shall be clearly identified on the site map and noted on the attached Drawing, and will be subject to approval by City. Arrays shall be mounted at a South or South-facing angle that is as close to the site's latitude as is reasonably possible.
- E. Array mounting hardware shall be specific for the type of PV panels/modules supplied. Mounting rails, clips, legs, and other support components shall be 6105-T5 aluminum. All hardware shall be stainless steel. Exposed fasteners and sharp edges shall be minimized to prevent potential damage to the panels/modules and support structure.

The use of non-plated ferrous metals and any wood components for support structures shall not be permitted.

- F. Array spacing between individual modules/panels shall be kept to a minimum. All mechanical hardware, conduit, junction boxes and other equipment shall be concealed beneath or behind the support structures to provide a neat appearance.
- G. The System layout shall provide for ease of access for troubleshooting and maintenance.

1.4 Final Drawing Submittal

After the Successful Proposer receives comments from City, the final drawings and specifications shall be issued within (10) days of the Successful Proposer's receipt of comments. The Successful Proposer shall provide all necessary technical assistance required to obtain the required approvals from the regulatory agencies having jurisdiction over this Project. This would include site visits and meetings at either the offices of the regulatory agencies or at the offices of City, as needed. Submittals should follow in strict accordance with the information requested in Section 2 and as follows:

- A. **Product Data.** Proposer shall include data on features, components, ratings and performance, which shall include but not be limited to a dimensioned outline plan and elevation drawings of photovoltaic arrays and other specified components; the physical and electrical characteristics of the individual solar panels, including manufacturer name and model number; and the time-current characteristic curves for protective devices.
- B. **Shop Drawings.** Proposer shall indicate fabrication details, installation details, dimensions, weights, loads (including wind), required clearances, means and methods of field assembly, components, and location and size of each field connection.
- C. **Field Test and Observation Reports.** Proposer shall indicate and interpret test results and inspection records relative to compliance with performance requirements.
- D. **Factory Test Reports.** For the PV System to be used for this Project, Successful Proposer must provide evidence of compliance with specified requirements to City.
- E. **Maintenance Data.** Proposer shall provide maintenance data to include in Maintenance Manuals as outlined in Section 2.2.4. This information will include a list of all special tools and replacement items recommended to be stored at the Project site for ready access, indicating part and drawing numbers, current unit prices, and source of supply. Proposer to provide detailed operating instructions for both normal and abnormal conditions.

1.5 System Equipment

This Section includes the photovoltaic equipment, including but not limited to the following equipment and accessories:

- a) Photovoltaic (PV) Panels/Modules

- b) PV Panel Support Equipment
- c) Outdoor DC Array Combiner Box/Disconnecting Equipment
- d) DC Surge Arrestors
- e) DC Power Disconnecting Switches
- f) AC Power Collection Panel
- g) DC Raceway and Wiring
- h) AC Raceway and Wiring
- i) Grounding System
- j) Data acquisition system
- k) Inverter Equipment

1.6 Photovoltaic Panels/Modules

- a) Proposers must furnish a coordinated assembly of compatible components, quantities, sizes, and ratings, as well as drawings sealed by a Professional Engineer licensed in the State of New Jersey.
- b) The PV panels/modules shall be framed flat-plate crystalline or polycrystalline silicon modules.
- c) The PV panels/modules shall achieve a nameplate rating of at least (100) watts DC output each under peak sun conditions (1000 W/m^2) under standard test conditions.
- d) The PV panels/modules shall meet or exceed the requirements of IEEE Standard 1262-1995 IEEE Recommended Practice for Qualification of Photovoltaic Modules, IEC 6125 and UL Standard 1703 Standard for Safety for Flat Plate Photovoltaic Modules and Panels.
- e) Each PV panel/module shall include one or more bypass diodes installed in the module junction box.
- f) The PV panel/module's electrical characteristics, including current voltage curves, temperature coefficients of module power, voltage, and current shall be provided with the panel/modules.
- g) Power Tolerance of each module shall be within 4% of the rated power at Standard Test Conditions which is Irradiance = 1000 w/m^2 cell temperature = $25 \text{ }^\circ\text{C}$; solar spectral irradiance per ASTM E892 (Air Mass = 1.5).
- h) Open Circuit Voltage (Voc) shall be within 10% of data sheet at Standard Test Conditions.
- i) Module Power shall not be diminished more than 0.5% per degree C above 25 degree C under full sun conditions.
- g) The System shall be configured for (2) wires using 12 or 24 volts DC.
- h) Each PV panel/module shall be equipped with a manufacturer's nameplate, to include the model and serial number.

1.7 Panel/Module Support Equipment

- a) The Successful Proposer shall provide all hardware required for assembling the System and attaching the System to the mounting structure.

- b) The System mounting structures, including the panels/modules, hardware and attachments, shall be designed to withstand UBC/IBC wind loads and comply with all existing local and national codes.
- c) Arrays shall be mounted at a South or South-facing angle that is as close to the site's latitude as is reasonably possible.
- d) Array mounting hardware shall be specific for the type of PV panels/modules supplied. Mounting rails, clips, legs, and other support components shall be 6105-T5 aluminum. All hardware shall be stainless steel. Exposed fasteners and sharp edges shall be minimized to prevent potential damage to the panels/modules and support structure. The use of non-plated ferrous metals and any wood components for support structures shall not be permitted.
- e) Array spacing between individual modules/panels shall be kept to a minimum. All mechanical hardware, conduit, junction boxes and other equipment shall be concealed beneath or behind the support structures to provide a neat appearance.
- f) The System layout shall provide for ease of access for troubleshooting and maintenance.

1.8 DC Surge Arrestor

- a) A DC surge arrestor shall be provided at each combiner box for lightning protection. Arrestors shall be furnished in PVC potted case mounted in a standard conduit knockout of the combiner junction box.
- b) Arrestors shall be silicon oxide varistor type, specifically rated for photovoltaic applications, 0 to 300 volts DC.

1.9 DC Disconnecting Switches

- a) Heavy-duty DC disconnecting switches shall be provided to isolate DC input circuits from the inverters for inverter maintenance. Switches shall be installed in close proximity to the inverter locations and shall be clearly marked to indicate array number and inverter served.
- b) Switches shall be DC heavy-duty safety switch applications in NEMA 1 enclosures for indoor use and NEMA 3 enclosures for outdoor use.

1.10 Inverters

Proposers shall be responsible for identifying the existing service and applicable inverter current source type suitable.

1. Each Inverter shall be designed for PV applications and shall qualify for all utility and state rebate and loan programs
2. A DC disconnecting means shall be provided integral to each inverter rated at 600VDC. Disconnect shall be a heavy duty switch
3. Single NEMA 3 11 gauge welded steel enclosure housing all system components (i.e. AC/DC disconnects, isolation transformer, logic controls etc.). Enclosure shall have a continuous rating of 50 degrees Celsius and produce low audible noise (under 8 dB).
4. Units shall be provided with AC and DC surge protection.

5. Maximum peak system efficiency shall be greater than 95% or greater
6. Total Harmonic Distortion shall be in compliance with the local utilities interconnect agreement, but shall not be more than 3% THD.
7. User definable power tracking, matching the inverter to the array, as well as adjustable delay periods to customize system shut-down sequences.
8. Digital Signal Processor (DSP) based controls with self-diagnostics and LCD for display of operating status. Automatic anti-islanding protection to prevent back-feeding inverter-generated power to the grid in the event of a utility outage.
9. LCD meter to display AC and DC volts, amps, watts etc.

1.11 Web-Enabled System Interface

The Proposed System shall include an internet-based interface that enables City to have access to the following information:

- a) Real-time data using graphs and charts.
- b) KW output from individual arrays, total solar output, ambient temperature, cell temperature, and solar irradiance.
- c) Daily and monthly statistics, with year-to-date totals.
- d) Environmental benefit statistics (i.e. CO2 reduction, equivalent gallons of gas, etc.)

The Successful Proposer will not be given access to City's computer network.

1.12 Revenue Grade AC kWh Meter

The Proposed System shall include a revenue grade AC kWh meter.

1. Complies with ANSI Standard C.12.
2. NEMA 4 enclosure.
3. Current sensors shall be split-core design mounted remotely from the meter/display.
4. Meter shall be General Electric KV2 or equivalent.

1.13 Information Kiosk

Proposers shall be required to provide a price to install an informational kiosk in the main lobby of the City Hall building. The kiosk shall provide real-time performance data as well as historical data related to the production of the photovoltaic system. The kiosk shall include a 19" LCD touch screen (or larger), with interactive touch screens designed to provide easy to understand information utilizing graphics and text. The kiosk shall be designed and located in an easy to access location as mutually determined by City and the Successful Proposer.

1.14 Codes and Standards

The Proposer shall be licensed in the State of New Jersey to design and install this type of construction project. Proposers will be required to ensure that the System conforms to all applicable codes and standards and shall have passed the listing and qualification tests listed

below. The dates of the latest known versions are listed below; however, the most recent version adopted by adopted by the State and/or local municipality should be used.

- a) National Electrical Code – NFPA 70 (2006)
- b) National Electrical Safety Code – ANSI/IEEE C2-2002
- c) OSHA
- d) Uniform Building Code (or other applicable regional building codes)
- e) Outdoor enclosures shall be NEMA 3 (minimum) or equivalent
- f) ANSI/IEEE 519 1992 Guide for harmonic control and reactive compensation of static power controllers
- g) IEEE 1262 Recommended Practice for Qualifications of Photovoltaic Modules
- h) IEEE 928-1986 Recommended Criteria for Terrestrial Photovoltaic Power Systems
- i) IEEE 929-2000 Recommended Practice for Utility Interface of Photovoltaic Systems
- j) UL 1741-2001 for Inverters and Charge Controllers
- k) UL 1703 for Photovoltaic Modules
- l) All System components shall be listed or recognized by an appropriate and recognized United States Safety Laboratory, such as UL or ETL
- m) ANSI/ASCE 7-88 – Building Code Requirements for Minimum Design Loads in Buildings
- n) FCC Regulations Electromagnetic Interference Part 15, Section B, 1998
- o) All other applicable federal, state and local codes and standards

1.15 Required Permits

The Successful Proposer will be responsible for obtaining, and maintaining in full force and effect, all required licenses, zoning, land use, electrical, environmental, system construction and operation permits needed for this Project. The Successful Proposer shall provide City with a complete list of the permits required and proof that such permits have been obtained. All costs associated with obtaining and maintaining such permits are the responsibility of the Successful Proposer, and must be included in the prices submitted by the Proposer for this RFP.

1.16 Installation

- A. System Installation shall conform to Manufacturers Installation Manual and approved project drawings and specifications.
- B. Installing contractor and subcontractors shall receive manufacturer authorized training prior to commencing operations, and provide proof of such authorized training to City prior to commencing operations. The Contractor shall ensure installing subcontractors are familiar with manufacturer’s installation guidelines.
- C. All national and local electric and building code requirements shall be met, as well as all requirements of the NJCEP and the interconnection agreement with the local electrical distribution company.
- D. Tie in point to the facilities electrical distribution system shall be selected to maximize systems performance. Signage shall be applied in accordance with NEC Article 690 and the local utilities Interconnect Agreement.

- E. All required over-current protection devices shall be included in the system and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.
- F. All mounting equipment shall be installed to the manufacturer's specifications.
- G. Installation should be organized and neat. Module connections and wiring should be neatly prepared and easily accessed by service persons.
- H. All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.
- I. System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and regular monitoring for data retrieval.
- J. Interruption of electrical power to other circuits shall be minimized and shall be scheduled in advance at a time that will minimize impacts on the occupants (if the interruptions are significant, permitted times may be restricted to night time only). Installation crews shall minimize disturbance (due to noise, dust, odors, moving of furniture and equipment) of building occupants and activities.
- K. Sites shall be maintained and kept secure, free of excessive debris and in safe condition during the construction period. Site should be left "broom clean" after work is complete at the end of each work day.
- L. Special attention shall be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the modules or support structures. Corrosion resistance and durability of the mechanical hardware shall be emphasized – the use of stainless steel fasteners and aluminum support structures are required. The use of ferrous metals, wood, or plastic components is not acceptable.

1.17 Delivery, Storage and Handling of Materials

- A. Deliver PV modules and system components to their final locations in protective wrappings, containers, and other protection that will exclude dirt and moisture and prevent damage from construction operations. Remove protection only after equipment is safe from such hazards.
- B. Modules may be delivered in containers that cannot be easily supported by the roof. Contractor shall insure proper placement of point loads on the roof for equipment staging and installation.
- C. Contractor shall maintain the integrity of the roof surface during delivery, handling and installation, including laying out mats, insulation/plywood layers, etc. Any damage to the roof surface shall be identified and repaired by the Contractor.
- D. Cranes shall be in compliance with local codes and requirements.
- E. Each module shall be visually inspected for defects by the Contractor and City prior to installation.
- F. PV modules shall be free of dirt and construction debris prior to system start up procedures.

1.18 System Installation and Funding Requirements

The Successful Proposer will be required to provide City with an operational photovoltaic system of [**OF MAXIMUM SIZE IN KW**] within (90) days of the start date. In the event

the System is not fully operational within (90) days of start date, the Selected Proposer will be required to pay City Liquidated Damages.

1.19 System Commissioning

- A. Commissioning Plan shall include checklists and verifications in the following Project Phases: Design, Installation, Operation (Function and Performance Checks), and Turn-Over.
- B. System inspection and safety checks: Contractor shall run through a checklist of start up requirements and conduct a series of safety tests to ensure proper installation, safe operation and specified performance
- C. City must be present during the commissioning process. Final acceptance of the commissioning process will be by City.
- D. String voltage and current readings
 - 1. Voltages will be recorded for each string, each sub-array, and the entire array using calibrated instrumentation. Measurements will be recorded and provided to the Owner in a clear, tabular format. Each voltage measurement will include the following ancillary data: the date; the time of day that the measurement was taken; the ambient temperature at the time; and the solar irradiation at the time. The strings that make up each sub-array will be clearly identified on a drawing by number.
 - 2. After inverter startup, current shall be recorded for each string, each sub-array, and the entire array. Measurements will be recorded and provided to the Owner in a clear, tabular format. Each voltage measurement will include the following ancillary data: the date; the time of day that the measurement was taken; the ambient temperature at the time; and the solar irradiation at the time. The strings that make up each sub-array will be clearly identified on a drawing by number.
- E. All inverter startup tests as specified by the inverter manufacturer in the inverter operation manual and conducted by a factory-authorized technician. Proof of such authorization must be presented and approved by City prior to commencing work on the Project.
 - a. Actual power vs. predicted power
 - b. Loss of grid
 - c. Grid resume
 - d. Random module shading
 - e. Data monitoring check out
 - f. Measure Voc of every source circuit and log it
 - g. Measure ac power and compare to predicted power
 - h. Verify tightness of all wiring terminations
 - i. Verify proper marking and labeling of all wire terminations and enclosures
 - j. Verify shut-down procedures
 - k. Verify start-up (“wake-up”) procedures
 - l. Verify system 5-minute delay upon re-start
 - m. Verify PV array quick connectors are fully mated and wires neatly secured
 - n. Verify no debris on the modules, no damaged or broken modules
 - o. Verify Total Harmonic Distortion and Power Factor

F. Final Inspections

1. Upon completion of system commissioning, Contractor shall coordinate all required inspections from local building code officials, the local electrical utility, and the NJ Clean Energy Program.

G. System Performance Testing

1. Contractor shall conduct a two hour performance test of each array to verify that rated performance is met.
2. The test must be conducted between on a clear sunny day during peak sun isolation periods (between 11 am and 1 pm). Test readings shall be manually recorded, including:
 - a. Sun isolation (5 minute intervals)
 - b. Ambient air temperature (5 minute intervals)
 - c. Wind speed (5 minute intervals)
 - d. System kW AC output (5 minute interval)
 - e. Array DC voltage, current and power (5 minute intervals)
 - f. String currents (once over the two hour test)
 - g. Solar module surface temperature (minimum 4 locations – 5 minute intervals)
 - h. Inverter information (15 minute intervals)
3. From the data, the following shall be calculated:
 - a. kWdc output, corrected to PTC
 - b. System AC output, corrected to PTC
 - c. Inverter tested efficiency
4. Contractor shall furnish a detailed report summarizing the test.
5. If it is found that the system cannot meet the stated performance, contractor must furnish additional solar panels to meet this condition, and repeat performance testing as required.

H. Documentation

1. Prepare five (5) copies of operating and maintenance manuals in hard cover binders and deliver to the City. As a minimum the binders shall include:
 - a. A complete set of all approved submittals including shop drawings and product literature.
 - b. As built roof plans showing the final placement of all panels, combiner boxes, connections, and conduit placement.
 - c. As built electrical plans, including three line diagrams, and elevation drawings showing the final placement of the electrical equipment.
 - d. Cleaning instructions for the PV panels.
 - e. Copies of all start-up procedure measurements.
 - f. Copies of all testing data and reports.
 - g. Troubleshooting Guidelines.
 - h. System maintenance schedule and procedures.

- i. Contact information for technical assistance and parts ordering.
- I. Training
 1. Provide five (5) copies of a training manual for operation and maintenance of the PV System.
 2. Conduct an onsite training class including a minimum four hours of instruction. Training must be provided by factory-authorized representatives of the System Equipment. Proof of such authorization must be provided to City prior to commencing the training.

1.20 Warranties and Service

A. Warrantees

The Successful Proposer must provide warranties on both the completed System and the individual components. The methods for implementing the Terms and Conditions of the warranty must be clearly established, and handled by the Successful Proposer throughout the term of the warranty period. At City's discretion, additional service contracts may be required and will be negotiated with the Successful Proposer. At a minimum, or as required by the New Jersey Board of Public Utilities' Clean Energy Program, the following warranties are required:

1. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
2. The overall system shall be warranted by the Contractor for a minimum period of five (5) years. Separate Manufacturer warrantees will be passed through to City.
3. PV modules shall have a one year workmanship warranty that guarantees full module replacement as a result of defective workmanship. Modules shall have a power warranty that guarantees power output to be within 10% of original power during the first 10 years of operation and 20% of original output during years 11 through 20 of operation.
4. Mounting System – Manufacturer shall warrant the mounting system hardware to be free from defects in material and workmanship for a period of five (5) years.
5. Inverters - Manufacturer shall warrant the mounting system hardware to be free from defects in material and workmanship for a period of five (5) years and include an extended warranty for an additional five (5) years.

B. Service

1. Qualifications
 - a. Contractor shall be locally based, and have in-house first response technicians certified by panel and inverter manufacturer. Contractor shall demonstrate locally based service capabilities on the Project Team Organization Chart.
2. Contractor shall remotely monitor the system on a real time basis.
3. During the period of warranty, Contractor shall conduct and document all recommended preventative maintenance. Preventative maintenance shall include

the following and be performed no less than annually by direct qualified employees of the Contractor:

- a. Visual and mechanical inspection of all equipment
 - b. Random checking of mounting system operation
 - c. Verification of electrical dc continuity via ammeter readings
 - d. Inspection and replacement of all fuses.
 - e. Field verification of information readings from the DAS
 - f. A Preventative Maintenance plan shall be submitted to City for review and approval prior to being included as part of the O&M Manual.
4. Warranty Service Response:
- a. Contractor shall monitor output of the system via the DAS and respond to shortfalls within two business days of identification.
 - b. Upon receipt of warranty service request, Contractor shall respond by phone within 8 hours, and be on-site, if required, within 24 hours.

1.21 On-site Supply of Materials

The Successful Proposer will leave a supply of System materials on-site that match the products that are installed in the System as follows:

- a) Fuses. (1) For every (10) of each type and rating, but not less than (1) of each;
- b) Indicator Lamps. (2) For every (6) of each type and size, but not less than (2) of each;
- c) Inverters. (2) For each model used in the System;
- d) DC Disconnect Switches. (2) For each model used in the System.

1.22 Project Management

- a. Develop and include in your response an anticipated implementation schedule including milestones such as final design, permitting, material delivery, inspections, etc.
- b. Describe project management experience with new construction, including managing the other trades.
- c. Provide a list of subcontractors and the role for each.
- d. Provide a statement of availability of key staff.