



Atlantic County Utilities Authority

REQUEST FOR PROPOSALS - SOLAR ELECTRICITY POWER PURCHASE AGREEMENT AT THE ATLANTIC COUNTY UTILITIES AUTHORITY

Issued by:

Atlantic County Utilities Authority
Solid Waste Division

Date: JULY 2, 2020

Proposals Due: AUGUST 12, 2020

ATLANTIC COUNTY UTILITIES AUTHORITY

NOTICE OF COMPETITIVE CONTRACTING PROPOSAL

NOTICE IS HEREBY GIVEN that sealed Competitive Contracting Proposals will be received by the Purchasing Manager for the Atlantic County Utilities Authority on **August 12, 2020 at 11:00 AM** prevailing time in the GEO Administration Building, 6700 Delilah Road, Egg Harbor Township, NJ, 08234, First Floor then publicly opened and read aloud for the following:

REQUEST FOR PROPOSALS - SOLAR ELECTRICITY POWER PURCHASE AGREEMENT AT THE ATLANTIC COUNTY UTILITIES AUTHORITY

Specifications and bid documents may be obtained online at the following web address <http://www.acua.com/rfps.aspx> and may also be picked up at the office of the Purchasing Manager.

RFPs must be submitted on standard proposal forms, be enclosed in a sealed package bearing the name and address of the vendor and **“RFP – PPA at the ACUA”**, addressed to **Oren R. Thomas, IV, Purchasing Manager**, at the address above. All RFPs must be accompanied by a certified check or bid bond in the amount of 10% of the total bid, not to exceed \$20,000.00.

All bidders must meet equal opportunity requirements of P.L. N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27, as described in the specifications. Proposers are responsible for affirmative action compliance.

Vendors desiring to submit RFPs by mail or courier may do so provided that the RFP reaches the Authority before 4:30 p.m. on the business day preceding the date and time for receipt of RFPs. The Authority is not responsible for the loss or destruction of any RFP submitted to the Purchasing Manager before the time set for bid opening.

The opening will be made available for viewing on Zoom at the following link:
<https://zoom.us/j/93970553135?pwd=SFIOb3FFSkJLMWxGTIU5VUhEcks5Zz09>
Password: 112774

ATLANTIC COUNTY UTILITIES AUTHORITY
RICHARD S. DOVEY, PRESIDENT
BY: OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER

I. Introduction

The Atlantic County Utilities Authority (ACUA) owns and operates a Solid Waste complex in Egg Harbor Township, Atlantic County, NJ, known as the Howard F. Haneman Environmental Park, and a Wastewater Treatment Facility in Atlantic City, Atlantic County, NJ, known as City Island Treatment Plant.

The Solid Waste facility is home to an active landfill, a recycling center, composting site, and ancillary facilities. Also on site is the ACUA's primary administration building, constructed in 1992, which features a closed-loop geothermal HVAC system. The site is home to a 5.4 MW landfill methane gas to electricity project which provides 100% of the power needs of the Park. The ACUA's solid waste complex is located at 6700 Delilah Road, in Egg Harbor Township, New Jersey. The landfill gas to energy project is owned by AC Landfill Energy LLC ("ACLE"), a wholly owned subsidiary of Marina Energy. The site consists of approximately 360 acres with approximately 102 acres representing the landfill footprint.

The Wastewater Treatment Facility has been in operation since 1978 and services 14 communities in Atlantic County. It is home to the Jersey-Atlantic Wind Farm, a 7.5 MW wind farm that is privately owned and from which the ACUA purchases approximately 12 million kWh per year of electricity. In addition, the facility also houses a 500 kW solar PV system.

The ACUA's solid waste complex is located at 6700 Delilah Road, in Egg Harbor Township, New Jersey. Approximately 20 acres of the landfill was capped and closed in 2010. The ACUA desires to make productive use of the capped and closed landfill property and deems a solar photovoltaic generation system to be an economically and environmentally sound option.

The solar generation system which is the subject of this RFP is being developed as a part of the New Jersey Board of Public Utilities' (NJBPU) Community Solar Pilot Program. The Community Solar Energy Pilot Program (N.J.A.C. 14:8-9) is designed to enable utility customers to participate in a solar energy project that is remotely located from their property through a credit on the customer's bill. The project to be achieved by the awarded developer will be for the benefit of low-and-moderate income ACE customers residing through the Pleasantville Housing Authority (PHA) or others. The ACUA was awarded a Community Solar Pilot project designation by the NJBPU on December 20, 2019.

The ACUA is seeking to enter into a Power Purchase Agreement (PPA) for electricity generated by the solar project on the property and will consider all PPA models that provide a benefit to the residents of PHA. The selected project will deliver its energy to a designated delivery point. The ACUA will be responsible for all other elements of community solar administration (i.e., billing, delivery, customer service and selection, etc.) after the delivery point. The selected project will develop, own and operate the solar project and deliver energy to the delivery point pursuant to a Power Purchase Agreement.

The ACUA is responsible to the residents of Atlantic County to be financially prudent and environmentally responsible. The ACUA will be solely responsible for administering the bill credits and billing to the "subscriber group" (PHA customers), managing the power delivery from the delivery point specified in the PPA to the end use community solar customers, and managing end use customer relationships.

ACUA will also act to:

- Support permitting and approvals;
- Continue to maintain property and landfill cap as required by Closure Plan;
- Provide project oversight;
- Provide signatures and support for permitting and applications for approval; and
- File for an interconnection agreement with ACE.

II. General Information

A. Issuing Office and Point of Contact

Oren Thomas, Purchasing Manager

Email: rthomas@acua.com

Fax: (609) 272-6936

Mailing Address: PO Box 996, Pleasantville, NJ 08232

Street Address: 6700 Delilah Road Egg Harbor Township, NJ 08234-5623

RFP reference: <http://www.acua.com/rfps.aspx>

B. Questions

All questions relating to aspects of the RFP are to be directed in writing to the Authority Purchasing Manager. NO QUESTIONS WILL BE ANSWERED OVER THE PHONE.

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP document. Each question should begin by referencing the page number and section number to which it relates. Respondents are advised that any questions related to substantive aspects of the RFP, to the extent that the answer affects all respondents' ability to compete equally, may be distributed to all respondents who have picked up specifications. **Any questions received less than (10) days prior to the proposal due date cannot be answered.**

C. Type of Contract, Fees and Compensation

The ACUA will execute a 15-year power purchase agreement required to complete the work specified within this RFP. The ACUA does not intend to own or operate the solar PV system.

At the conclusion of the initial term the PPA shall include the following options: 1) sell the system to the Authority at a mutually agreed upon fair market value; 2) remove the system from the site at no cost to the Authority; or, 3) extend the PPA at terms to be agreed upon and in accord with applicable law. Negotiation for these options shall begin 2 years prior to the termination of the original agreement.

The PPA shall include the condition that the Proposer shall be responsible for delivering the energy to the designated "delivery point", after which the ACUA shall be responsible for payment to the Project and delivery, billing, and administration of the power from the delivery point specified in the PPA to the end use community solar customers.

D. Deadline

Sealed Competitive Contracting Proposals shall be opened in public and read aloud at 11:00 AM prevailing time on **August 12, 2020** at the Atlantic County Utilities Authority, 6700 Delilah Road, Egg Harbor Twp., NJ 08234. **Proposals shall not be accepted by facsimile transmission or e-mail UNDER ANY CIRCUMSTANCE.**

The following schedule shows the target dates for performance of the work:

Event	Date	Time
RFP Issued	July 2, 2020	n/a
Site Visit	July 15, 2020	10:00am
Questions Due	July 24, 2020	4:00pm
Proposals Due	August 12, 2020	11:00am
Award Contract	September 17, 2020	n/a
Start of Work	November 1, 2020	n/a

E. Proposal Format

This competitive contracting procurement process is being conducted in accordance with “Local Public Contracts Law,” (N.J.S.A 40A:11-4.1 et seq.); and all applicable regulations and standards promulgated thereunder. The ACUA requests that you submit an ORIGINAL and two (2) exact copies of the proposal. The ACUA requests that you submit all pages of the response in electronic format (thumb drive or CD) in addition to the original and two exact copies. There is no restriction to length of proposals; however, proposers are encouraged to be as concise as possible. All proposals should include:

1. Qualifications: The Proposer shall submit the following information to demonstrate their qualifications to perform the services described in this RFP:
 - a. All pertinent company information including Name, Business Address, Type of Organization, Authorized Representative(s), Contact Information, etc.
 - b. Personnel list including resumes or professional biographies of Key Officers, Key Project Team Leaders and project management professionals.
 - c. Experience of the Firm(s) including years in business, experience in the solar industry, and similar landfill solar and/or Community Solar projects. Proposer shall provide two (2) inventories of projects completed, meaning projects that have reached outside commercial operation: one inventory from the Power Purchase Agreement Provider and one from the Engineering Procurement Construction firm, that show landfill and public projects completed over the past three (3) years.
 - d. Proposer shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (ii) statement of operations detailing pre-tax

earnings, and (iii) statement of cash flows. The Proposer shall also submit any other information that the Proposer believes to be relevant to demonstrate its financial strength and its ability to financially close on this project. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.

2 Business Proposals: Proposals to be considered shall include the following information:

To be considered proposals shall include a power purchase agreement whereby the Proposer finances, plans, permits, designs, builds, commissions, owns and operates the system, not to exceed 2 megawatts.

The Proposer shall provide or address:

- a The form 15-year power purchase agreement provided in the attachments, establishing fixed annual rates per kWh for electricity purchased.
- b. Rated capacity of the PV System
- c. Annual output of the PV System for the term of the agreement
- d. Job creation/training, including job training for local residents through municipalities or schools
- e. Opportunities for land enhancement, Proposals shall address how it will preserve or enhance the site (e.g. landscaping, land enhancements, pollination support, stormwater management, soil conservation, etc.)
- f. Provide \$25,000 at commercial operation to the ACUA to use for energy efficiency audits or improvements in municipalities or customers participating in the community solar program

Proposals shall address the requirements of this RFP and Attachments 1-11 which address technical and contractual elements of the proposal.

3 Project Conceptual Design Specifications:

Given the project timelines placed on Community Solar Pilot Projects by NJBPU, as well as permitting requirements by NJDEP for construction of solar projects on landfills, Proposers shall submit conceptual design documents for the project. Conceptual design documents must show approximate location of the panels, inverters, cabling, and other system components. ACUA may submit the selected Proposer's conceptual designs to NJDEP after award to expedite the permitting process. Permitting review for solar projects located on a closed and capped landfill focus on disruption or penetration of the cap, changes in storm water flow and management, and loading calculations from additional weight placed on the cap. To the extent possible the conceptual designs should address the de minimis impact the project will have on these

issues.

4. Meetings:

Meetings, held over the phone or in person, may be a component of the tasks found in this RFP, in cooperation and interaction with the Authority on an as necessary basis. This shall include but not be limited to an initial kick-off meeting to discuss the essential goals of the project and continuous updates on the status of the project throughout the term of the contract.

5. Evaluation Criteria:

The ACUA has established an Evaluation Committee.

The following criteria will be considered by the committee for each proposal pursuant to the scoring matrix provided below.

- a. The electricity cost savings to be achieved by the end-use subscribers.
- b. Documented experience and qualifications in completing projects of similar size and scope.
- c. Financial capabilities of the firm and its subcontractors, if applicable.
- d. Knowledge of New Jersey regulations for permitting and construction of renewable energy projects.
- e. Knowledge of New Jersey renewable energy programs, requirements, regulations, and financial incentives.
- f. Responsiveness and understanding of the scope of work, management of site conditions and overall ability of the Proposer to mobilize, undertake and successfully and timely complete the Services.
- g. Other contract issues, cost and risk evaluation.
- h. Ability to create local jobs (permanent or temporary) and/or provide job training through the Growing Apprenticeships in Nontraditional Sectors (GAINS) program.
- i. Commitment to providing land enhancement (landscaping, pollination support, stormwater management, and/or soil conservation as needed and applicable).

The Evaluation Team will consider the above criteria while assigning points by consensus through the Evaluation Matrix below. The proposal with the highest overall score will be considered the most advantageous to the Authority.

ACUA Community Solar RFP - Proposal Evaluation Matrix		
Category	Evaluation Factor	Weighting
Financial Benefits	NPV Of Benefits to Customers	40
Technical Design/Approach	Design and Operations Strategy & Approach	20
Environmental Acceptability	Permitting, Environmental Protection, and Land Enhancements (landscaping, pollination support, stormwater management, soil conservation)	5
Respondents Experience	Project Management, Contractor Expertise, Project Experience	10
Financial Strength	Financial Strength and Capability	5
Customer Service	Capabilities & Billing Support	3
Other Benefits	Number of Jobs (temporary and permanent) in NJ, Solar Job Training Opportunities for Local Trainees	4
Commercial Terms	Agreement Terms Proposed and Requested Changes	10
Oral Interview Evaluation	Presentation, Explanation of Key Factors	3
Total Possible Points		100

The final Evaluation Report will be made public as required by law by publishing the Evaluation Report on the ACUA webpage. Any contract that is entered into by the ACUA is required to be presented to the ACUA Board for approval.

If any of the evaluation criteria is incomplete or fails to address the questions in the proposal, the Evaluation Committee may reject the proposal. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing their responses in a clearly organized submittal.

Each technical and cost proposal is required to be in accordance with the terms of the specific RFP and shall be signed by an executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the Proposer.

Technical and cost proposals shall consider and be reflective of all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect cost, permitting, progress, performance or furnishing of the project including, but not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste

handling facility standards and permits, other permits, fees, and similar subjects.

6. Clarification of the Proposal

- a. After the submission of proposals, unless requested by the ACUA, there will be no Proposer contact with ACUA permitted.
- b. After reviewing the proposals, the Evaluation Committee may ask one, some, or all of the Proposers to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors.

7. After the Evaluation has been Completed

- a. All materials are kept on file at the ACUA.
- b. The Evaluation Committee makes a formal recommendation to the ACUA officers and authorized staff. An ACUA officer may sit on the Evaluation Committee depending on the type of project. The officer will make the recommendation along with the entire Evaluation Committee to the rest of the officers.
- c. The most advantageous proposal will be chosen by the Evaluation Committee based on the Evaluation Report.
- d. The ACUA Officers and authorized staff may at this point accept, reject or modify the recommendation of the Evaluation Committee.
 - 1) For any proposal that is accepted, a resolution will be presented to ACUA's Board for their consideration.
 - 2) For all rejected proposals, the Proposers will be notified in writing.

F. Examination of Existing Operation, Information and Questions

Questions must be received in writing and addressed to Mr. Oren Thomas, Purchasing Manager before 4:00 pm EST on July 24th, 2020. An optional site visit will be held at 6700 Delilah Road, Egg Harbor Township, NJ is scheduled for 10:00 am EST on July 15th, 2020. All attending the site visit must register with Mr. Oren Thomas, Purchasing Manager at least 24 hours prior to the site visit. Registered attendants will be limited to two representatives from each firm. All attendants will be required to maintain appropriate social distances and wear appropriate personal protective equipment (PPE) the entire time while on-site this includes but is not limited to reflective vest, hard hat, and face mask. The site visit will begin at the Geo Building, #1. Directions to the site are available on the ACUA web site (www.acua.com).

III. Proposal Requirements

Respondents shall use the forms provided by the Authority or true copies thereof. Substitute forms will not be considered conforming.

- A. **All proposals are to be submitted in duplicate.** All forms required in the Proposal must be completed and furnished as part of the Proposal, and may not be supplied, changed or supplemented after opening of proposals. One copy of the Proposal shall contain all original signatures and the word "original" shall be written on the cover sheet of that copy. The word "duplicate" shall be written on the cover sheet of the duplicate copy. Where a document is required to be notarized, the original shall contain the notary's raised seal.
- B. Respondents are required to complete the checklist and certification of proposal included as a part of this proposal package. Completion and signature of this checklist indicates that the respondent acknowledges that the proposal may be rejected for failure to complete any item except for those specifically indicated on the checklist as not required. If any item is designated "N/A" in the Checklist, that item is not required. If no such designation is present, the item is a required part of the proposal package.
- C. Proposals must be received in a sealed envelope at the place for opening of proposals before the designated time. Proposals received after the indicated time will be returned unopened. No exceptions can be made for any reason, including failure of the Postal Service or of any carrier to make timely delivery of any proposal package. Proposals transmitted by any process that does not guarantee the integrity of the proposal package (e.g. telefax or similar means that does not involve the use of a sealed envelope) cannot be accepted. **Mail is brought to the ACUA at approximately 12:00 pm daily and then sorted by department. Please take this into consideration when mailing bids via USPS.**
- D. Prices and terms shall not be subject to adjustment or supplementation for any reason after opening of proposals.
- E. All prices shall be F.O.B. Destination, freight prepaid, delivered to the Atlantic County Utilities Authority at 1801 Absecon Boulevard, Atlantic City, NJ 08401-1712 and/or 6700 Delilah Road, Egg Harbor Township, NJ 08234-5623.
- F. No proposal shall provide for State or Federal taxes of any kind or for interest on any amount due from the Authority to any respondent unless expressly permitted by the specifications. The Authority's normal practice is to make payment within 30 days of receipt of a properly certified and tabulated invoice and voucher. Sales made to any contractor of materials, supplies or services for exclusive use in the performance of this contract are generally exempt from the New Jersey Sales and Use Tax, N.J.S.A. 54:32B-8.22. Payment will be made only to the contractor.
- G. The proposal amount shall be stated in both numerals and words (e.g. \$25,417.77 Twenty-Five Thousand Four Hundred Seventeen and 77/100 Dollars). In case of a discrepancy between the prices written in words and those written in figures, the written words shall govern.
- H.. All proposals must be signed in ink by a responsible officer of the respondent with authority to make a legally binding commitment on the respondent's behalf. All corrections or erasures must be initialed by the respondent. By submitting a proposal, the respondent is binding itself to enter into a contract on award by the Authority and may not expressly, impliedly or by conduct reserve any right to withdraw any proposal or to refuse for any reason to enter into an awarded contract.
- I. The submission of a proposal by any corporation shall constitute a warranty by the corporation to the Authority that it is authorized to do business in the State of New Jersey, that its corporate charter is in good standing, and that the persons executing proposal documents have full authority to do so on the corporation's behalf.

- J. All prices quoted shall be firm from the time of proposal opening through the life of the contract and shall not be subject to increase for any reason during the contract term. Should the respondent reduce its prices for the proposal item or items generally during the contract term, the price provided to the Authority shall reflect the price as reduced.
- K. The Authority will assume, and by submitting a proposal the respondent warrants, that all items proposed meet all specifications unless the respondent takes specific written exception in its proposal. Where a delivery date is stated in the specifications, the respondent will be presumed to have agreed to provide the specified goods or services by that date unless explicitly stated otherwise in its proposal.
- L. Proposal bonds may be submitted either as surety bonds or as a *certified or cashier's check* for 10% of the amount proposal, but not to exceed \$20,000. For purposes of contracts that contain multi-year terms or alternates, the proposal bond shall be calculated on the highest amount proposed, assuming that any extended or alternate term will be awarded. For example, the "amount proposed" on specifications that allow the award of a two-year contract is the highest total that is proposal for both years on any alternate, notwithstanding any reservation by the Authority of the right to award a one-year contract. Similarly, any performance security must be offered with reference to the highest amount proposed. All sureties shall be licensed to do business in New Jersey. All checks shall have set forth as payee, and all sureties shall run in favor of, the "Atlantic County Utilities Authority." In the event that a certified or cashier's check is provided the respondent shall execute the form of guarantee included with this package. By submitting a proposal, the respondent acknowledges that in the event he fails to enter into a contract upon an award of same, the entire amount of the check or proposal bond shall be forfeited to the Authority as liquidated damages.
- M. Respondents are required to use the prescribed forms for proposal bond and consent of surety, which are provided as a part of this package. Substitute forms will not be accepted. Respondents are strongly advised to notify their bonding agents of this requirement. The issuing surety company shall supply with the bond a current Power of Attorney for its signatory on the bond. If the specifications do not call for the provision of performance and/or payment bonds on the part of the contractor, then the Consent of Surety portions of the combined proposal bond/consent of surety form shall be of no effect.**
- N. The Authority's standard form of contract is attached. Respondents will be required to execute this form of contract upon award. If any exception is taken to the form of contract, all such exception(s) shall be set forth in writing in the proposal. The Authority will evaluate whether exceptions taken are sufficiently material as to make the proposal nonconforming. Contract language will not be negotiated after opening of proposals.
- The respondent to whom the award is made will be required to execute a written contract with the Owner and to furnish appropriate surety bonds as specified within ten (10) days after notification of the award of contract. The contract shall be in the form included in the Contract Documents. If the respondent shall fail or refuse to sign a contract and provide necessary bonds within ten (10) days of the notification of award of contract and request therefore by Owner, the Owner may execute upon the proposal bond or take possession of the funds otherwise provided as proposal security. In the event that a contract is signed and all specified bonds are supplied, the proposal bond or check shall be returned to the respondent.
- O. In the event that changes are to be made to any proposal documents and/or additional attachments are released before the date for opening of proposals, the Authority will

publish an Addendum, as required by law, on the Authority's website and will also email copies of that Addendum to all registered Respondents . Respondents are required to register and to provide an email address to the Authority in order to expedite the Addendum distribution process.

- P. Respondents will not be permitted to supplement or amend proposals after submission. Respondents may, however, withdraw and replace their original proposal by physically collecting the proposal(s) from the Authority, and substituting a complete new proposal package, not later than 4:30 p.m. on the business day proceeding the time for opening of proposals. Any representative of a respondent picking up a proposal for purposes of withdrawal and replacement shall present proof of authority, on the respondent's letterhead, to do so. The substituted proposal shall, in and of itself, conform to all proposal requirements and shall have marked clearly on the outside the words "Substitute Proposal--Original Proposal Withdrawn" in order to avoid potential confusion. It is the respondent's responsibility to ensure that the first proposal document has been completely withdrawn. Respondents in this situation are urged to attend the proposal opening to ensure that the correct proposal is opened. Materials from the first proposal (e.g. proposal bonds and required forms) will not under any circumstances be considered part of the substituted proposal unless they are physically made a part of the substituted proposal.
- Q. The original of all documents calling for signatures shall bear original signatures. Photocopied or otherwise non-original signatures will not be accepted, except that a Power of Attorney may contain the reproduced signatures of the authorizing officers of the surety company.
- R. In the event of inclement weather or other emergent circumstances which may prevent the opening of proposals at the scheduled date and time, the Authority will attempt to notify prospective respondents of the fact of rescheduling and as to any rescheduled time. In the event that the Atlantic County civil courts in Atlantic City are closed or if their opening is delayed (as announced on local radio stations), respondents may assume that all proposal openings for that date have been postponed, notwithstanding the fact that the time for opening of proposals may be after the delayed court opening time. If practicable, the Authority will post a sign at the entrance to its Administration and GEO Buildings announcing that the proposal opening has been postponed and stating the rescheduled date and time. In the event of rescheduling the Authority shall retain all proposals, unopened, for opening at the rescheduled date and/or time. The Authority will take such steps as it shall consider appropriate to notify all respondents of the rescheduled date and/or time.
- S. The Authority cannot provide legal advice to respondents, nor are any of its officers or agents empowered to waive or modify any legal requirement either verbally or in writing. The New Jersey procurement statutes are contained at N.J.S.A. 40A:11-1 et seq., and regulations adopted thereunder, and respondents are presumed to be familiar with their requirements. We have attempted to make these specifications comply with the Local Public Contracts Law in all respects. In the event of a conflict between the terms of these specifications and relevant statutes, the statutes shall control in all cases. respondents with questions regarding legal requirements are strongly advised to consult their own counsel.

- T. DOMESTIC MATERIALS: The respondent shall be aware in preparing their Proposal that only systems, equipment or materials manufactured in the United States, where available, shall be used in the contract work.
- U. In the event that the goods or services to be purchased require that the provider possess any license(s) issued by the State of New Jersey or any other governmental body, the respondent warrants by the submission of a proposal that it possesses all such licenses.
- V. Pursuant to C.40A:11-13, any prospective respondent who wishes to challenge a proposal specification shall file such challenges in writing with the ACUA no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the ACUA, or the award of a contract.
- W. Proposal openings and evaluation report will be accessible on the ACUA webpage at www.acua.com/bids once available.
- X. Pursuant to C.40A:11-24, the contracting unit shall award the contract or reject all proposals within such time as may be specified in the invitation to propose, but in no case more than 60 days, except that the proposals of any Respondents who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.
- Y. Subsequent to proposal opening, all information submitted by Respondents in response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A- et seq., and the common law.

A respondent may designate specific information as not subject to disclosure when the respondent has a good faith legal/factual basis for such assertion. The Authority reserves the right to make the determination and will advise the respondent accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The Authority will not honor any attempt by a respondent either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Brand names and/or descriptions used in these specifications are to acquaint vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a vendor submits an equivalent, it shall be the responsibility of the vendor to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

In submitting its proposal, the vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless from any damages resulting from such infringement.

The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

Each 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:

i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

iii. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

NEW JERSEY ANTI-DISCRIMINATION

The contract for this RFP shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to

the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the Authority harmless for any violations committed under the contract.

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the RFP or accompanying the RFP** of said business organization, vendors shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the RFP as it cannot be remedied after RFPs have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Atlantic County Utilities Authority (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the vendor/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a RFP or other proposal shall provide proof of business registration to the vendor, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the

State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on how a business can obtain a certificate can be obtained on the Internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c.25, any person, or entity that submits a RFP, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Investment Activities in Iran Form contained herein.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named Subcontractors, register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000 for all non-municipal entities. No Contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the Contractor is registered pursuant to this act. No Contractor shall list a Subcontractor in a proposal for the contract unless the Subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the submission is made. The law requires that Contractors submit certificates after a proposal is received, and prior to the award of the contract (N.J.S.A. 34:11-56.55).

NEW JERSEY RIGHT TO KNOW

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

DISCLOSURE OF CONTRIBUTIONS TO ELEC

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

MAINTENANCE OF RECORDS

The Contractor shall maintain records for products and/ or services delivered against the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the ACUA and/ or the New Jersey Office of the State Comptroller upon request for purposes of conducting an audit, or for ascertaining information regarding dollar volume or number of transactions.

METHOD OF CONTRACT AWARD

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds annually. Please see Section Termination of Contract [below], for additional information.

If the award is to be made on the basis of a base amount only, it shall be made to that responsible vendor submitting the lowest base amount. If the award is to be made on the basis of a combination of a base amount with selected options, it shall be made to that responsible vendor submitting the lowest net amount. The owner may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the Authority to the successful vendor. Terms of the specifications/RFP package prevail. Vendor exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

Successful vendor/respondent shall complete W-9 Form and submit to the Authority prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

CAUSES FOR REJECTING SUBMITTALS

RFPs may be rejected for any of the following reasons:

- All submissions pursuant to N.J.S.A. 40A:11-13.2;
- If more than one RFP is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple RFPs from an agent representing competing vendors;
- The RFP is inappropriately unbalanced;
- The vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful vendor fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option,

the Authority may accept the RFP of the next lowest responsible vendor. (N.J.S.A. 40A:11-24b)

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Authority shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Authority of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Authority will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the contract by the contractor and the Authority may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Authority from the contractor is determined.

The contractor agrees to indemnify and hold the Authority harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Authority under this provision.

In case of default by the contractor, the Authority may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Authority reserves the right to cancel the contract.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original RFP/contract. Any change shall be approved by the Authority.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Authority.

For contracts that exceed one year, each fiscal year payment obligation of the Authority is conditioned upon the availability of Authority funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the vendor awarded the contract (contractor) hereunder, whether in whole or in part, the Authority at the end of any particular fiscal year may terminate such services. The Authority will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Authority to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Authority by notice to the parties.

ATLANTIC COUNTY UTILITIES AUTHORITY PAYMENT CYCLE

As established by Board Resolution 06-12-232, the payment cycle at the Atlantic County Utilities Authority shall be as follows:

1. Invoices and all other documentation required for approval of payment must be received by the Authority on or before the first Friday of a month for payment in that month's payment cycle.
2. Invoices received by the first Friday of any given month will be submitted to the Board of Commissioners at their regularly scheduled meeting, which occurs on the third Thursday of every month.
3. The approval of said payments by the Board of Commissioners is subject to a veto of the minutes by the County Executive pursuant to statute, which either occurs within ten days or is waived.
4. Payments will be issued by the Authority within five working days of formal notification by the County Executive that the minutes are approved or within five working days of the failure to the County Executive to act within ten days of receipt of the minutes.

V. Project Description

A. General Description

The ACUA is requesting proposals from qualified professionals to provide turnkey services to design, build, own and operate a complete and operating Photovoltaic Generation System (PV System) at the ACUA Landfill located in Egg Harbor Township, New Jersey. Services are to include, but not be limited to planning, permitting, design, construction, interconnection, commissioning and operation. The completed PV System will be used as part of a Power Purchase Agreement between the contractor and the ACUA. The PV System is to include solar arrays, inverters, wiring, interconnection, metering, controls, etc. to provide an energy efficient PV System that is life cycle cost effective. Vendors are encouraged to build the most economic, cost-beneficial system that will provide the highest and best economic and environmental benefits.

ACUA has been in discussion with ACE and intends to file an interconnection application on behalf of this project.

This project is being developed under the NJBPU Community Solar Pilot Program, and as such must be completed according to rules set forth in N.J.A.C. 14:8-9. A Community Solar Pilot Program entails a solar array whose output is divided among multiple participants, known as subscribers. Subscribers receive a bill credit on their utility bill for their participation in a community solar project – in this case, the subscribers are residents under the jurisdiction of the Pleasantville Housing Authority (PHA). The size of the system is limited to 2 MW, which amounts to providing power to about 400 customers. The PHA has adequate load and will continue to have adequate loads to utilize all of the electricity produced by the project. It will not be the successful respondent's responsibility to attain, contact, or invoice the individual subscribers, as ACUA will be responsible for these activities. ACUA will be responsible for the maintaining the subscriber group and paying PPA invoices for this project in a manner agreed upon in the final PPA.

B. General Site Conditions

The project will be sited on the ACUA landfill, which is located at 6700 Delilah Road, Egg Harbor Township, NJ. The landfill site is a total of 360 acres with approximately 102 acres being classified as the landfill. All municipal solid waste must be landfilled at night to reduce the risk of bird hazards for the adjacent airport. The landfill has a maximum permitted height of 145 feet. The ACUA has capped and closed a portion of the landfill. Details of the closure plan are included in Attachment 3. Of the 102 acres identified as landfill, approximately 20 acres are closed and capped, and approximately 13 of those acres have been identified as potentially suitable for solar panels. In Attachment 2, the ACUA has designated areas that appear to be most appropriate for solar installation. By identifying suitable areas, the ACUA does not intend to preclude other options or feasible locations on the site for the solar project. Proposers should utilize their experience and best judgment when assessing potential locations. It is the ACUA's desire to utilize as much available landfill area as possible for solar installation.

The ACUA's landfill is located in close proximity to the Atlantic City Airport's runways. As such the ACUA must cooperate with certain rules and regulations on the landfill from the Federal Aviation Administration. See Attachment 4 for further information. Requirements include, but are not limited to, reviewing the FAA Notice of Proposed Construction or Alteration, and submitting the report to the FAA for permitting if deemed necessary by the vendor. All proposals should be in compliance with the ACUA's landfill closure plan, as well as the ACUA Bird Control and Deterrent Plan (Attachment 7). The ACUA has no intentions of modifying its closure plan and cannot accept proposals for solar installations that require alterations to the closure plan. A map detailing the relationship between the Atlantic City Airport runways and the landfill is included as Attachment 5.

C. General Technical Information

The ACUA recognizes that the current project scope including technical details will evolve as the project matures. For the benefit of comparing proposals, it is requested that Proposers attempt to follow the scope as closely as possible. For purposes of this RFP, warranties will be the obligation of the owner of the system.

The arrays may be pole or ground-mounted with fixed or module tracking (single or double axis). The foundation system must not penetrate the landfill liner system and must be suitable for a capped landfill. The ACUA has provided guidance for the installation of the PV system on the landfill side slopes (Attachment 2). These are conceptual drawings for guidance only and are in no way required design specifications for the system.

See Attachment 6 for project specific technical requirements.

D. Permits and Licenses

The selected Proposer is responsible for permitting the project, including the cost of obtaining said permits. The Proposer and/or the sub-contractor should be registered with the State of New Jersey as a licensed installer of Solar Electric equipment. In addition, Land Use Regulation permit(s) issued by the New Jersey Department of Environmental Protection (NJDEP) may be necessary depending on the location of the improvements. The ACUA will assist as necessary with obtaining of permits. Proposers can find additional information on NJDEP permitting requirements in Attachment 11.

PUBLIC WORKS CONTRACTORS REGISTRATION ACT: No contractor is permitted to bid on this contract unless the contractor is registered pursuant to the New Jersey Public Works Contractors Registration Act, N.J.S.A. 34:11-56.48 et seq. No contractor shall list a subcontractor in the RFP proposal unless the subcontractor is also registered pursuant to the Act at the same time the RFP is made. No contractor or subcontractor, including a subcontractor not listed in the RFP proposal, shall engage in the performance of any work under this contract, unless the contractor or subcontractor is registered pursuant to the Act. Each contractor shall, after the RFP is made and prior to the award of the contract, submit to the Owner, the certificates of registration for all subcontractors listed in the RFP proposal. Applications for registration shall not be accepted as a substitute with the RFP proposal.

E. Interconnection & Metering

Interconnection rules and regulations are not included with the RFP. The ACUA expects that the professionals responding to this RFP are aware of the rules and regulations as they relate to solar production in the state of New Jersey. The landfill is located in Atlantic City Electric territory.

The selected Proposer will be responsible for the costs, designs, and coordination of interconnection application submission, interconnection and metering. The PV System interconnection will be subject to all requirements of Atlantic City Electric. The BPU has established that community solar project interconnection applications are required to go through the local distribution utility, Atlantic City Electric, interconnection process. Atlantic City Electric will require the community solar projects to be studied to assess the impact to the distribution system. The selected Proposer will be required to closely coordinate with ACUA on the submission of the interconnection application and the continuation of discussions with Atlantic City Electric. In addition, the Proposer will be responsible to work with ACUA, and possibly ACLE, to design and install the needed interconnection infrastructure.

All existing infrastructure for electrical distribution and transmission on the ACUA's property

is part of the ACLE system. ACLE has agreed to work with the selected Proposer within reason to allow for the installation and use of a PV System within the solid waste facility's electric distribution infrastructure, if necessary, and subject to the results of the interconnection requirements of ACE.

The PPA price shall be subject to adjustment for unforeseen interconnection costs pursuant to Attachment 10.

F. Incentive Eligibility

As a solar project on a landfill and as a Community Solar project, the project will be eligible for applicable solar incentives offered by the New Jersey Board of Public Utilities (NJBPU). The cost of obtaining any NJBPU or NJDEP determinations relative to incentive eligibility and approval shall be borne by the selected Proposer.

G. ACUA Professional Fees

The Successful Respondent will be required to pay the ACUA a "Closing Payment" at the time of execution of the Power Purchase Agreement and an Annual Payment over the Term for the ACUA's consulting, legal, technical and subscriber group management costs related to the Project (the "Professional Fees"). As of the issuance of this RFP the Closing Payment is estimated to be \$221,500 for the development of the project, procurement process, and services during construction. Such Closing Payment shall be paid in the following installments: \$157,500 at execution of the PPA and \$64,000 upon receipt of approvals to construct the Project. As of the issuance of this RFP the Annual Payment is estimated to be \$24,000 for the management of the community solar subscriber group. In the event the actual Payment values increase or decrease, the ACUA will either (i) issue an addendum to this RFP advising Respondents of the revised Professional Fees so that Respondents may factor those costs into their Proposals, to the extent that the actual Professional Fees are known prior to the submission of Proposals, or (ii) if fees are finalized thereafter, advise Respondents of the actual Professional Fees. In the event of (ii), the PPA Price proposed by Respondents in Attachment 9 shall be adjusted by the corresponding adjustment factor proposed by Respondent in Attachment 10 for each \$10,000 increase or decrease in the estimated Closing Payment. Similarly, in the event of (ii) the PPA Price proposed by Respondents in Attachment 9 shall be adjusted by the corresponding adjustment factor proposed by Respondent in Attachment 10 for each \$10,000 increase or decrease in the estimated Annual Payment, if necessary.

VI. Atlantic County Utility Authority Required Forms:

A. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq.(P.L. 1975, C, 127)

N.J.A.C. 17:27

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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, gender identity or expression, disability, nationality 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 personal 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, gender identity or expression, disability, nationality 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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.**

B. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent Name: _____

PART 1: CERTIFICATION

RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render a respondent’s proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c.25, that neither the respondent listed above nor any of the respondent’s parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below:**
OR**
- I am unable to certify as above because the respondent and/or one of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Respondent/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Respondent/Offeror Contact Name _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

C. STATEMENT OF OWNERSHIP DISCLOSURE

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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

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

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

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

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

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

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

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

Part IV CERTIFICATION

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

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

D. ATLANTIC COUNTY UTILITIES AUTHORITY

BID GUARANTEE

NOTE: THIS FORM IS TO BE EXECUTED ONLY IF THE RESPONDENT IS PROVIDING A CERTIFIED OR CASHIER'S CHECK IN LIEU OF A BID BOND. IF THIS IS THE CASE AND PERFORMANCE AND/OR PAYMENT BONDS ARE REQUIRED BY THE PROJECT SPECIFICATIONS, THE PRESCRIBED CONSENT OF SURETY FORM MUST ALSO BE EXECUTED.

IF A SURETY BOND IS NOT PROVIDED, COMPLETE AND SIGN THIS GUARANTEE AND ATTACH CHECK FOR 10% OF THE AMOUNT BID, NOT TO EXCEED \$20,000.00.

Pursuant to N.J.S.A. 40A:11-21, I hereby certify, on behalf of the person or entity whose name appears below as the respondent herein, that if the contract is awarded to said person or entity it will enter into a contract therefore and will furnish any performance bond or other security required, if any, as a guarantee or indemnification of the Atlantic County Utilities Authority. A cashier's or certified check in the amount of 10%(Ten Per Cent) of the amount bid is attached hereto. I recognize, on behalf of the respondent, that if the respondent fails or refuses to enter into the contract and supply the required performance bond or other security said check will be forfeited to the Atlantic County Utilities Authority.

SIGNATURE OF RESPONDENT: _____ DATE: _____

NAME AND TITLE(PRINT OR TYPE): _____

BUSINESS ADDRESS: _____

ATTACH CASHIER'S OR CERTIFIED CHECK, PAYABLE TO "ATLANTIC COUNTY UTILITIES AUTHORITY" HERE.

E. ATLANTIC COUNTY UTILITIES AUTHORITY

BID BOND, CONSENT OF SURETY AND CONSENT OF SURETY ON BEHALF OF PRINCIPAL AND SUBCONTRACTORS

Information for Respondents and Sureties:

NOTE: The attention of both Respondents and sureties is directed to P.L. 1995, c. 384, effective January 10, 1996. That statute requires that all sureties on public projects execute a Surety Disclosure and Certification at the time of submission of performance security. This form is not required as part of the bid submission but must be provided with any required performance and payment bonds. The statute also sets specific financial requirements with respect to sureties, which must be met as a condition of approval of performance or payment security.

1. This form of bond must be used by all Respondents where bid and/or performance bonding is required by the Specifications or by statute.

The purpose of this combined bid bond-consent of surety form is to provide a standard bid bond and at the same time to avoid omission of required consents of surety.

2. The obligations of the surety under the "Consent of Surety - As to Principal" made a part of this Bond shall be legally effective if, and only if; the Specifications require performance and/or payment security to be provided. If this security is not required by the Specifications, by execution of this document the surety does not obligate itself to provide it. In the event that the contract to be awarded is governed by the provisions of N.J.S.A. 40A:11-16 with respect to listing of subcontractors, the "Consent of Surety - As to Principal and Subcontractors" shall also be effective whether or not the Specifications explicitly require performance security on behalf of subcontractors.

3. If a respondent chooses to provide a certified check in lieu of bid bond, the respondent is required to execute the Bid Guarantee also included in this packet.

4. If the respondent determines to provide a check in lieu of bid bond and the Specifications require performance, payment, or other contract bonding of any kind, the Consents of Surety must nevertheless be executed. This form, to the extent it is a bid bond but only to that extent, shall be superseded by the submission of a check and Bid Guarantee.

WHEREAS, the Principal,

(Name of respondent)

has submitted a bid on a public contract with the Atlantic County Utilities Authority as Owner, which contract is identified as Atlantic County Utilities Authority Bid No.

Subject matter of bid:

and the Surety,

(insert name of surety)

desires along with the Principal to provide certain bonds and certifications to the Owner as required by law and by the Specifications in the above Bid;

THEREFORE, the Principal and the Surety, intending to be legally bound, hereby provide the following to the Owner:

BID BOND (N.J.S.A. 40A: 11-21)

THIS BOND, made this _____ day of _____, 20__,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety are held and firmly bound unto the Owner, in the penal sum of

\$_____ for the payment of which, well

(Fill in bond amount, 10% of proposal
Not to exceed \$20,000.00)

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

WHEREAS, the Principal has submitted a proposal as aforesaid to the Owner for the public contract identified hereinabove;

THEREFORE,

- a) if the proposal of the Principal referenced above shall be rejected; or
- b) if said proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said proposal, and shall furnish all required performance and/or payment bonds, and shall otherwise fulfill the obligation to enter into a contract created by the acceptance of said proposal, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect, it being understood that the total obligation of the Surety under this Bid Bond shall under no circumstances exceed the penal sum of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be in no way impaired or affected by any extension of time for acceptance of said proposal and the Surety hereby waives notice of any such extension.

CONSENT OF SURETY - AS TO PRINCIPAL (N.J.S.A. 40A:11-22)

The Surety by its signature hereupon certifies to the Owner that in the event that the contract named in the preceding Bid Bond is awarded to the Principal named herein, it will become surety for all performance, payment, and other bonds required by the Specifications, in the full amount required by the Specifications. In the event that the contract shall be modified by duly authorized change order, the undertakings of the Surety with respect to bonding shall extend to the amount of any such change order(s) as well.

**CONSENT OF SURETY - AS TO PRINCIPAL AND SUBCONTRACTORS
(N.J.S.A. 40A:11-16)**

In addition to the foregoing Consent of Surety As to Principal, the Surety by its signature hereupon certifies to the Atlantic County Utilities Authority as Owner that the performance security which it has consented to provide hereunder on behalf of the Principal shall be provided on behalf of the Principal and all subcontractors, in accordance with N.J.S.A. 40A:11-16, in an amount sufficient in the aggregate(including any evidence of performance security provided by subcontractors separately) to provide to the Owner evidence of performance security on behalf of the Principal and any or all subcontractors, in an amount equaling but in no event exceeding the total amount proposed.

**WARRANTY AS TO AUTHORIZATION TO DO BUSINESS
IN THE STATE OF NEW JERSEY;
COMPLIANCE WITH P.L. 1995, C. 384**

The Principal and the Surety, by their signatures on this document, warrant and represent to the Owner as follows:

- a. that the Surety is licensed to do business in the State of New Jersey as of the date of signature and that the Surety has not been declared insolvent or bankrupt, nor has it filed or has it had filed against it proceedings in the State of New Jersey or any other State for dissolution or revocation of its authority to do business.
- b. that it is familiar with and has reviewed the requirements of P.L. 1995, c. 384 with respect to qualifications of sureties and completion of the required Surety Disclosure Statement and Certification; that it meets all applicable requirements and qualifications of said statute; and
- c. that it will, if the above-named Principal is awarded a contract hereunder, fully and timely execute the required Surety Disclosure Statement and Certification as to all performance and payment security.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals to this instrument the day and year first above written. By their signatures hereon, the individual signatories warrant they have sufficient authority to bind their principals as all representations and warranties contained herein, to this Bid Bond, and to the extent applicable under the Specifications, to the Consents of Surety, set forth above.

AFFIX CORPORATE SEALS IF APPLICABLE:

PRINCIPAL:

Dated:

_____ (L.S.)

SURETY:

Dated:

_____ (L.S.)

ATTACH POWER OF ATTORNEY

**F. ATLANTIC COUNTY UTILITIES AUTHORITY
ACKNOWLEDGEMENT OF ADDENDA FORM**

VENDOR MUST ACKNOWLEDGE RECEIPT OF ALL ISSUED ADDENDA.

All received addenda are listed below:

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

SIGNATURE

PRINT NAME AND TITLE

VENDOR NAME

**G. ATLANTIC COUNTY UTILITIES AUTHORITY
CHECKLIST AND CERTIFICATION OF PROPOSAL**

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- 1. CHECKLIST AND CERTIFICATION FORM(S) **(SIGNED)** _____
- 2. REQUIRED ELEMENTS AS LISTED IN SCOPE OF WORK _____
- 3. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN **(SIGNED)** _____
- 4. STATEMENT OF OWNERSHIP **(SIGNED)** _____
- 5. RECEIPT OF ADDENDA FORM **(SIGNED – IF ANY)** _____
- 6. BID BOND/ CONSENT OF SURETY ON REQUIRED ACUA FORM
(FULLY EXECUTED WITH POWER OF ATTORNEY) _____
- 7. CHECK, IF SUPPLIED IN LIEU OF SURETY BID BOND
(CERTIFIED OR CASHIER’S CHECK) _____
- 8. IF CHECK IS SUPPLIED, BID GUARANTEE **(SIGNED)** _____
- 9. BUSINESS REGISTRATION CERTIFICATE _____
(Required prior to contract award)

CERTIFICATION

1. I hereby state that the goods or services offered by this RFP shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this RFP. With respect to any such exception, I recognize that the Authority reserves the right to reject any RFP which, by reason of exceptions taken, is in the Authority's judgment nonconforming to the specifications.

2. I hereby certify that I have read the Proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF VENDOR: _____ DATE: _____

NAME AND TITLE (PRINT OR TYPE): _____

BUSINESS ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

ADDITIONAL ATTACHMENTS:

Attachment 1 – Insurance Requirements

Attachment 2 – Conceptual Drawing, Landfill Area Map and Side Slope Diagrams

Attachment 3 – ACUA Landfill Closure Plan

Attachment 4 – FAA Notice of Proposed Construction or Alteration

Attachment 5 – Map detailing relationship between Runway and Landfill

Attachment 6 – Technical Specifications

Attachment 7 – ACUA Bird Control and Deterrent Plan

Attachment 8 – PPA Contract Terms & Form PPA

Attachment 9 – PPA Price Quotation Form

Attachment 10 – Unforeseen Costs & Professional Fees Adjustment Factors

Attachment 11 – NJDEP Guidance for the Permitting of Solar Energy Systems of NJ Landfills

To All Respondents:

REMINDER!

Did you sign all of the proposal documents?

All RFP documents returned to the ACUA should be signed with original signatures.

Failure to sign all RFP documents may be cause for disqualification and rejection of the RFP.

Oren R. Thomas, IV
Purchasing Manager, QPA