Board of Education of the
Monroe Township School District

REQUEST FOR PROPOSALS
FOR A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY FOR MONROE TOWNSHIP SCHOOL DISTRICT FACILITIES

Monroe Township, Middlesex County

Mrs. Laura Allen, CPA
Business Administrator & Board Secretary
Monroe Township Schools
423 Buckelew Avenue
Monroe Township, NJ 08831

Issuance Date: December 3, 2024

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PROPOSAL FORM

SOLAR ENERGY POWER PURCHASE AGREEMENT SERVICES COMPANY TO PROVIDE SOLAR GENERATED ELECTRICITY FOR MONROE TOWNSHIP SCHOOL DISTRICT FACILITIES

The school facilities included in the Base Bid are listed below and include school buildings as well as the administration and transportation facilities. The areas that are available to host solar energy systems for this RFP include certain portions of the roofs, some areas where ground-mounted solar energy systems can be placed, and canopies over some of the parking lots at the High School. Exhibit A has detailed information on the allowable location for solar energy arrays.

Each Proposer [1] shall complete the Proposal Form by providing pricing for the Base Bid and the Alternate 1 Bid to provide onsite solar energy services to the Monroe Township School District, Board of Education ("BOE"). All Proposers shall provide pricing on a per kWh basis for the solar energy production from the Solar Energy System ("SES" or "SESs" when referenced in plural) installed on the BOE sites.

SES #	Facility Name	Address
SES 1	Monroe Twp. High School	200 Schoolhouse Road, Monroe Twp., NJ 08831
SES 2	Monroe Twp. Middle School	1629 Perrineville Road, Monroe Twp., NJ 08831, Monroe Twp., NJ 08831
SES 3	Applegarth Elementary School	227 Applegarth Road, Monroe Twp., NJ 08831
SES 4	Woodland Elementary School	42 Harrison Avenue, Monroe Twp., NJ 08831
SES 5	Barclay Brook Elementary School	358 Buckelew Avenue, Monroe Twp., NJ 08831
SES 6	Oak Tree Elementary School	226 Applegarth Road, Monroe Twp., NJ 08831
SES 7	Administration Building	423 Buckelew Avenue, Monroe Twp., NJ 08831
SES 8	Transportation Building	423 Buckelew Avenue, Monroe Twp., NJ 08831

Bidders may escalate the price each year of the Term on the Proposal Form. However, the escalation MUST be calculated into the proposed price for each year of the Term and represented as cents/kWh; such escalation rate is not allowed to be greater than 1.5% per year.

Please complete the required information and sign the last page of the Proposal Form.

[1] Please note that the terms "Proposal" and "Bid" and the terms "Proposer" and "Bidder" are used interchangeably herein.

BASE BID

The Base Bid includes all of the 8 SESs, including the canopies over the parking lots at the High School. The usable area at each of the schools is detailed in Exhibit A.

ALTERNATE 1

The Alternate 1 Bid is the same as the Base Bid, except that the High School (SES 1) is not included. Alternate 1 ***does not include*** any of the parking lot areas identified for use in pricing the Base Bid.

Please reference Exhibit A for more detailed information on the sites and Exhibit B for the Maximum Solar Capacity for each site.

PROPOSAL FORM

Please identify your company on each page of the Proposal Form

Company Name:_____

BASE BID

SES 1	**Monroe Twp. High School**	**_____ kW DC**
SES 2	**Monroe Twp. Middle School**	**_____ kW DC**
SES 3	**Applegarth Elementary School**	**_____ kW DC**
SES 4	**Woodland Elementary School**	**_____ kW DC**
SES 5	**Barclay Brook Elementary School**	**_____ kW DC**
SES 6	**Oak Tree Elementary School**	**_____ kW DC**
SES 7	**Administration Building**	**_____ kW DC**
SES 8	**Transportation Building**	**_____ kW DC**

TOTAL SYSTEM SIZE _____ kW DC for all 8 SESs.

Proposed Price (cents/kWh) for all 8 SESs in the aggregate, insert in the table below.

Annual Escalation Rate as a percentage_____%. (cannot exceed 1.5% per year)

PPA Year	Historical Average Electric Price ($/kWh)	$/kWh (Price per kWh)	Total Estimated kWhs per year and 1% per year degradation loss	Total Annual Savings ($)
1	$0.123			
2	$0.126			
3	$0.128			
4	$0.131			
5	$0.134			
6	$0.137			
7	$0.140			
8	$0.143			
9	$0.146			
10	$0.150			
11	$0.153			
12	$0.156			
13	$0.160			
14	$0.163			
15	$0.167			
			Total 15-Year Savings ($) =	

PROPOSAL FORM

Company Name:_____

ALTERNATE 1 BID

SES 2	**Monroe Twp. Middle School**	**_____ kW DC**
SES 3	**Applegarth Elementary School**	**_____ kW DC**
SES 4	**Woodland Elementary School**	**_____ kW DC**
SES 5	**Barclay Brook Elementary School**	**_____ kW DC**
SES 6	**Oak Tree Elementary School**	**_____ kW DC**
SES 7	**Administration Building**	**_____ kW DC**
SES 8	**Transportation Building**	**_____ kW DC**

TOTAL SYSTEM SIZE _____ kW DC for all 7 SESs

DO NOT INCLUDE THE HIGH SCHOOL (SES 1)

Proposed Price (cents/kWh) for all 7 SESs in the aggregate, insert in the table below.

Annual Escalation Rate as a percentage_____%. (cannot exceed 1.5% per year)

PPA Year	Historical Average Electric Price ($/kWh)	$/kWh (Price per kWh)	Total Estimated kWhs per year and 1% per year degradation loss	Total Annual Savings ($)
1	$0.123			
2	$0.126			
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11	$0.153			
12	$0.156			
13	$0.160			
14	$0.163			
15	$0.167			
			Total 15-Year Savings ($) =	

PROPOSAL FORM

List all contractors and subcontractors that are included in your proposal and their role in the Project (please use the terminology "to be determined" if you have not determined contractors for the categories below and please identify if a company shall supply multiple roles.

PPA Finance Company
Engineering
Procurement
Construction
Electrical Contractor
Other

Please list 3 references performed by your company in the last 3 years in New Jersey (public projects and schools preferred.)

Project Name:
Primary Contact Information
List the Contractor Team for this Project

Project Name:
Primary Contact Information
List the Contractor Team for this Project

Project Name:
Primary Contact Information
List the Contractor Team for this Project

PROPOSAL FORM

Company Name:_____(Proposal Form - required signature page)

The undersigned proposes to furnish and deliver the above goods/services pursuant to all of the requirements of this Request for Proposal and made part hereof:

_____
Primary Company Name

_____
Federal I.D. # or Social Security#

_____
Address. City, State, Zip Code

_____
Signature of Authorized Agent

_____
Type or Print Name

_____
Title

_____
Date

_____
Telephone Number

_____
Fax Number

_____
Email

The Proposal Forms MUST be inserted as the front pages of all Proposals

Part 1 - Proposal Information

1.1.0 Information for Proposers

A. Monroe Township School District ("BOE") is requesting Proposals from solar energy companies ("Bidders") to install, own, operate, and maintain photovoltaic energy systems ("Solar Energy Systems"; "SES"; or "SESs" when referring the Solar Energy Systems in plural) to be located on the sites and solar areas as identified in Exhibit A for the Base Bid. The Alternate 1 Bid is the same as the Base Bid, except that SES 1, the High School, is excluded from use. The work defined herein shall be defined as the ("Project"). The BOE shall enter into a Power Purchase Agreement ("PPA") to purchase the electricity generated from the Solar Energy Systems in accordance with the terms outlined in this RFP, the form of contract is included as Appendix A.

B. The Request for Proposal ("RFP") package may be downloaded from the BOE website: https://monroek12njus.finalsite.com/district-information.

C. Summary of relevant dates (these dates may change in accordance with New Jersey Local Public-School Contracts Law)

Issuance of RFP and Publication of Notice of RFP;	December 3, 2024
Pre-Proposal Conference and Site Visit. *Please RSVP in advance to*: **Cassandra@herecomesthesun.net**	December 18, 2024: 10:00 AM
Submissions of Written Questions and Requests for Amendments and Clarification to the RFP **ENDS.** **Send questions and requests for clarifications to:** **Cassandra@herecomesthesun.net**	December 19, 2024 - no later than 5:00 PM
Response to Questions Addendum issued on the BOE website	No later than 7 days, Saturdays, Sundays, or holidays excepted
Submission of Proposal – Due Date/time (Proposal Opening***)*** Bidders shall deliver one original copy and three additional paper copies, as well as an electronic copy of their proposal. All proposals must be received prior to 1:00 PM.	January 29, 2024 - at 1:00 PM
Estimated Date of Award	On or about March 6, 2024 (Within 60 days of the Bid Opening)

D. Sealed Proposals for the "Solar Energy Power Purchase Agreement at the District Schools" will

be received by Laura Allen, School Business Administrator at the **Monroe Township School District Administrative Office; 423 Buckelew Avenue, Monroe Twp., NJ 08831.** Bidders shall deliver the copies of their proposal to the BOE Offices: one original copy and three additional paper copies, as well as an electronic copy on a storage device. The original copy should be labeled as such; and the electronic file should be labeled with the company name on the storage device. ALL Proposals sent by mail, courier, or delivered in person MUST ensure delivery prior to the Bid Opening. Bidders are responsible for ensuring that their proposals are properly and timely delivered. The BOE shall not be responsible for proposals that are not timely delivered or received prior to the Bid Opening time.

E. The Board reserves the right to reject any and all Proposals if not submitted by the time, date, or at the designated place of submission. Any and all proposals are subject to rejection to the extent permitted by N.J.S.A. 18A:18A-22, and as otherwise permitted by law and minor informalities or non-material exceptions may be waived.

F. The Proposal shall be in accordance with the RFP requirements and fully comply with the requirements of the New Jersey Department of Education (DOE), the New Jersey Department of Community Affairs ("DCA"), the New Jersey Department of Treasury, Division of Property Management and Construction ("DPMC"), the New Jersey Department of Labor and Workforce Development ("DLWD"), the New Jersey Public School Contracts Law "PSCL"), the Office of Clean Energy requirements for renewable energy systems (www.njcleanenergy.com) and the New Jersey Board of Public Utilities ("BPU").

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

H. Printed copies can be requested for a fee of $50.00 by emailing Cassandra Kling at Cassandra@herecomesthesun.net.

I. **A Pre-Proposal Conference to review the project scope and any possible clarifications on the intent of the RFP will be held on** December 18, 2024: at 10:00 AM**. starting at the Monroe Township School District Administrative Building, 423 Buckelew Avenue, Monroe Twp., NJ 08831. ALL PROPOSERS ARE STRONGLY ENCOURAGED TO ATTEND.**

J. All members of the public must observe all of the safety procedures and protocols required by the BOE, their authorized representatives, as well as the district staff and administration for onsite visits at the BOE facilities. The BOE reserves the right to fully enforce compliance with such onsite procedures and protocols, including but not limited to restricting access to the facilities for any person who is not in compliance with the BOE or their authorized representatives' directives.

K. The awarded Bidder shall include in their proposed pricing, a payment of $25,000.00 (Professional Services Payment) to the BOE as reimbursement for the legal, technical review, and other services paid by the BOE in advancement of the solar energy project and the procurement of the PPA contract. Said payment shall be paid immediately upon the fully executed PPA contract. If the Professional Services Fee is not paid promptly; then the BOE shall commence an

action to enforce this provision, and the Awarded Bidder shall be required to pay for attorneys' fees for such legal enforcement.

Part 2 - Goals and Objectives

2.1.0 Monroe Township School District's Goals and Objectives

A. The BOE, in keeping with the goals and mission elements of the **Monroe Township School District** community, is requesting proposals from qualified Proposers to specifically provide substantial savings to the ongoing operations of the district educational facilities, enhance community partnerships, and to demonstrate a commitment to responsible environmental stewardship. In partnership with the New Jersey Energy Savings Improvement Program ("ESIP"), the ESIP contractor, and the Awarded Proposer, the BOE shall demonstrate the district's commitment to:

- Responsible energy resource investment and procurement of as much solar energy from the given sites, as possible; and
- Substantial savings on the cost of electricity at the BOE facilities versus traditional utility power; and
- Impactful action that demonstrates leadership through the implementation of proven climate change solutions.

Part 3 – General Proposal Requirements and Scope of Services

3.1.0 General Requirements

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

B. The Awarded Bidder will be responsible for ALL aspects of the implementation of the following requirements:
   - The complete design, engineering, construction, and financing of the Solar Energy Systems;
   - Obtaining all permits and all inspections, reviews, and approvals;
   - Satisfying all local, state, federal, and utility requirements for solar energy systems;
   - Procurement of all materials and components;
   - The awarded completion, utility interfacing, and commissioning of the Solar Energy Systems;
   - The ongoing ownership and operation of the Solar Energy Systems; and
   - Compliance with all terms and conditions of the RFP and the executed PPA.

C. The Awarded Bidder will own the Solar Energy Systems and shall be responsible for all the costs, financing, operation, and maintenance of the Solar Energy Systems for the entire Term of the PPA.

D. During the Term of the PPA, the BOE shall grant a non-exclusive site license to access the BOE's property as reasonably needed for the limited purpose of installation, operation, and maintenance of the Solar Energy Systems on BOE Sites.

E. The right is reserved, as the interest of the BOE may require, to reject any or all Proposals and to waive any non-material technical defect or informality in any Proposals received, to the extent permitted by law.

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

G. Each Bidder will provide a properly executed Proposal Guarantee in the amount of $20,000 in the form of; a bid bond; or a check (certified, registered, or cashier) made payable to Monroe Township Board of Education. All checks shall be submitted in a self-addressed envelope. Any surety issuing a bid bond shall be a company licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570.

H. Each Bidder shall submit a properly executed Consent of Surety with their Proposal.

Said Consent of Surety shall be an original certificate from a surety company licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570.

I. A performance and labor and material payment bond in the amount of the full projected cost of the entire project in the aggregate from the time of Award through the Commercial Operation Date for all SESs based on the total proposed capacity on the Proposal Forms. Said bond that is the subject of the certificate shall be for the faithful performance of all provisions of the PPA and shall terminate upon the Awarded Bidder's completion of construction of the Solar Energy Systems upon the Commercial Operation Date.

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

3.1.1 Design, Engineering, and Permitting

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

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

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

C. The Awarded Bidder will be responsible for the submission of the final system layout to the BOE's technical representatives for review. The Awarded Bidder will be responsible for providing their own independent structural analysis for each roof or roof area to be considered.

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

E. The Awarded Bidder shall complete and submit in a timely manner all documentation

required to operate the Solar Energy Systems.

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

G. The Awarded Bidder shall construct the Solar Energy Systems in accordance with BOE approved plans, specifications, and submittals prepared by the Bidder to meet or exceed all requirements of the BOE. The Bidder shall install PV panels, inverters, and other components that meet all of the New Jersey Board of Public Utilities rules and regulations, as well as ensure compliance with the requirements for generation and reporting of the New Jersey Board of Public Utilities for the applicable incentive programs including, but not limited to the Administratively Determined Incentive (ADI) program as well as other applicable incentive programs for Solar Energy Systems in New Jersey.

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

I. The Awarded Bidder and all its subcontractors shall be liable to the BOE, its employees, officers, and agents for injury including bodily injury, death, damages to or destruction of property resulting, in whole or part, from any acts, errors or omission of Awarded Bidder or subcontractors in the performance of their services. Prior to the commencement of services, the Awarded Bidder shall procure and shall require all subcontractors to procure, and maintain, at its expense until final acceptance by the BOE of all services required under the RFP and throughout the term of the PPA, insurance for liability for damages assumed under the terms to the Power Purchase Agreement, of the kinds and in the amounts provided below, with insurance companies authorized to do business in the State of New Jersey.

J. All of the required insurance policies, except Worker's Compensation, shall be endorsed to name the BOE as an "additional insured." The Awarded Bidder shall provide full copies of such required insurance policies and all endorsements of the same to the BOE upon request.

K. The insurance carriers shall have a rating of not less than "A-" in the current AM Best Manual and must be approved by the BOE. Awarded Bidder and/or subcontractors shall procure and maintain at all times the below-listed types of insurance with limits of liability in at least the amounts listed below:

- Commercial General Liability Insurance. The minimum amount of liability shall be for $1,000,000 per occurrence (the combined single limit for bodily injury and property damage)/$2,000,000 aggregate, including projects, completed operations, and contractual liability insurance.
- Workers' Compensation Coverage. Workers' Compensation and Employers' Liability Coverage shall be provided as statutorily required by the State of New Jersey for $1,000,000 for Employer's Liability Coverage of Awarded Bidder and/or subcontractors.

- Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased, and rented vehicles used in connection with the services required by this project, with minimum liability limits of $1,000,000 per accident as a combined single limit for bodily injury and property damage.
- Excess Liability Coverage. Excess liability coverage in the amount of not less than $5,000,000 shall be in the form of an Umbrella policy and shall specifically be endorsed to be in excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' compensation policy and the Comprehensive Automobile Liability policy. Alternatively, the Contractor may increase the primary limits of its Comprehensive General Liability Coverage, Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy to cover the Umbrella limit.
- Professional Liability Insurance (Errors and Omissions) in the Amount of $2,000,000 per claim. The insured must not have a deductible that is more than $10,000. A Design Consultant and/or a Construction Management Firm that performs Design Work in connection herein with the SESs must maintain Professional Liability Insurance (Errors & Omissions) with coverage retroactive to the earlier date of the fully executed PPA or the date of a Notice-to-Proceed from the BOE.
- Builder's Risk Insurance is required by the Awarded Bidder or Awarded Bidder's contractor with responsibility for delivering the construction services necessary to complete the project must maintain Builder's Risk Insurance in the form of "All Risk" property insurance, providing coverage for all risk of physical loss or damage to the property described hereunder in an amount equal to the total completed value of the project; including soft costs and development fees. The insured must not have a deductible that is more than $10,000. The Builder's Risk policy shall remain in effect until the Commercial Operation Date of all SESs.
- Certificates of insurance for the required insurance coverage shall be submitted with the executed PPA. Insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption until the Commercial Operation Date. In addition, these certificates of insurance shall include a standard ACORD notice of cancellation provision (which shall provide for at least 30 days notice of any proposed cancellation) with the certificate holders listed as follows:

Monroe Township School District, Board of Education

3.1.2 PV Panels, Inverters, and Other Plant Component Specifications

A. The Bidder shall install Solar Energy Systems that meet all the New Jersey Board of Public Utilities rules and regulations, as well as ensure compliance with the requirements for generation and reporting of Solar Renewable Energy Certificates or other NJCEP incentive programs as may be most advantageous to the BOE.

B. It is understood that system sizing will only be confirmed after vendor site assessments including roof conditions, shading, electrical equipment size, configuration, and panel locations. It is the BOE's intention that Bidders have the flexibility and creativity to customize a project that maximizes system output, as well as optimizes the cost-effectiveness of the overall project; achieving the lowest possible PPA price and greatest overall cost savings.

C. The Bidder shall include a detailed description of specifications and show a layout of all the PV panels, inverter(s), and all other SES components, including utility-required disconnect switches proposed for each facility included in the Project. Include the total size in kW DC for the SES at each site as well as the physical dimensions of the panels and the physical dimensions of the space needed to mount the panels for each location included in this RFP.

D. Bidders shall include a detailed description of, and drawings of, the structural attachment details for all arrays or the SESs. The BOE and the District Representatives must review the layout and location of all SES components.

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

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

- Qualification test standards for PV panel safety of International Electrochemical Commission ("IEC") IEC 61215 for Crystalline Silicon panels or IEC 61646 for Thin Film panels - most recent version
- UL Standard 1703 - most recent version
- A minimum efficiency rating of 16%
- 25 - year warranty

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

- The inverter shall have all of the following minimum protective functions:
  - AC over/under voltage
  - AC under/over frequency
  - Over temperature
  - AC and DC over current
  - DC over voltage

- Enclosure Type: NEMA 4 or NEMA 3R (steel)

- The inverter shall have all of the following minimum features:
  - Maximum peak power tracking
  - Overload on temperature permit
  - DC and AC disconnect switch
  - DC and AC voltage surge protection
  - Adjustable DC ground fault
  - Event log-in non-volatile memory
  - NC contact for AC line breaker trip
  - Wake up/sleep sequencing
  - Grid synchronization
  - Minimum Efficiency Rating of 96%
  - The inverter shall have an enclosure type rated as NEMA 4 or NEMA 3R (steel)
  - The inverter(s) shall carry a minimum warranty of 15 years from the manufacturer
  - The total connected PV capacity in kW DC shall not exceed 120% of the Continuous AC rating of the inverter capacity for any inverter.

- Metering shall be an independent revenue grade meter that meets the ANSI C12.1-2022 . Meters that comply with this standard are required for each of the Solar Energy Systems.)

3.1.3 Installation

A. The Awarded Bidder shall supply all equipment, materials, and labor necessary to install the Solar Energy Systems and integrate each SES into the site and with the existing electrical system at the BOE Site, including emergency generation equipment.

B. The Solar Energy Systems shall be installed at the location shown in Exhibit A ("Site" or "Sites"). The site information is representational but should be independently confirmed through on-site inspection. Bidders should confirm that PV arrays as proposed can be installed properly, following all applicable manufacturer's recommendations, within the available space as shown on the site areas depicted in Exhibit A and per Bidder's on-site inspections.

3.1.4 Electrical Interconnections

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

B. Electric Service Interruptions: the Awarded Bidder must coordinate all interruptions of the BOE's electric service required for the installation, interconnection, commissioning, startup,

and maintenance of the SESs. This interruption shall not be performed during the BOE's normal working days/hours. Bidders are required to disclose in this proposal the physical and operational limitations including the minimum number of hours to be allocated to system shutdown to afford the BOE access to the facilities.

3.1.6 Permitted Hours for Construction

A. Construction activities shall adhere to all of the following requirements, as well as any additional requirements directed by the BOE or its representatives to ensure safety and normal operations of the facilities:

- All work to be performed on this project during summer recess and other breaks shall be done at the following hours: 7:00 AM – 3:30 PM Monday through Friday, or other such times as may be designated by the BOE and local ordinances.
- All work to be performed on this project during the school year shall be done at the following hours: Second Shift 2:30 PM – 11:00 PM, Monday thru Friday and First Shift 6:00 AM – 2:30 PM on Saturdays, or other such times as may be designated by the BOE and local ordinances.
- The contractor is responsible for paying for custodial time if they need to work outside the designated work hours to meet the project schedule. See district calendar for additional information.
- The contractor cannot work within the school buildings or on the school site at any time without prior approval from the BOE.
- All demolition and construction noise and dust to be limited inside the building during hours of operation. The district will decide the limitations on excessive noise and dust.
- The Awarded Bidder shall be responsible for submitting a critical path method schedule to the BOE and their designated representative within one week after notice to proceed.
- No construction activities will be allowed until an acceptable schedule has been submitted and the BOE has approved the schedule.
- Notice to proceed shall serve as the commencement date for work on this project.
  All debris shall be removed on a daily basis.

3.1.7 Operation and Maintenance Manuals, and As-Built Drawings

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

3.1.8 Monitoring

A. The Awarded Bidder shall provide a turn-key data acquisition and monitoring system accessible from the internet that allows the BOE to monitor, analyze and display historical and real-time solar electricity generation data for the Solar Energy Systems. The regularly collected data should reflect, but not be limited, to the following:

- SES performance factors

- Output of the Solar Energy Systems in real-time and historical
- Savings day/month/year
- CO2 lbs./day; NOx lbs./day; SOx lbs./day.
- Min & Max temperature
- Average Global Radiation **(Averaged Insolation Incident on a Horizontal Surface)**
- Interval Energy; Aggregate meter name; Aggregate Interval Energy (kWh); Aggregate Average
- Power (kW); Aggregate Cumulative Energy (kWh).

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

3.2.0 Warranties and Guarantees

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

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

3.2.1 Quality Assurance and Safety

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

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

C. The Awarded Bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Awarded Bidder shall properly ensure individuals working onsite pursuant to the insurance requirements noted herein.

D. The Awarded Bidder shall submit to the BOE a site-specific, safety plan detailing procedures for all safety aspects of all trades involved in the work. The safety plan shall be reviewed by the BOE prior to the start of construction.

E. Responsibility to protect and prevent damage to property during removal, relocation or replacement actions rests solely with the Awarded Bidder.

F. The Awarded Bidder shall restore to its original condition without extra costs to the BOE. Property that is damaged due to the acts or omissions of any employees, agents, or

subcontractors of the Awarded Bidder. Acceptance of such repairs is subject to the requirements of and approval by the BOE.

G. The Awarded Bidder must take proper care to protect all finished work by substantial covering until accepted by the BOE. To ensure public safety, the Awarded Bidder shall provide the required barricading, cones, safety tape, etc., for all areas that have work in progress.

3.2.2 Additional Design and Construction Requirements

A. The Awarded Bidder shall inspect the solar areas listed in Exhibit A and shall promptly provide information to the BOE of any potential issues with the roof areas.
B. For roof areas; the installation of the solar equipment shall meet the manufacturer/warrantors' requirements of the roof warranty.
C. All structural members and all mounting components of the SES shall be made of aluminum, stainless steel, durable aluminum alloys as accepted by the BOE or its designated representative. Structural and mounting components of galvanized or painted steel shall not be accepted.
D. The Awarded Bidder shall work cooperatively with the BOE and the district representatives to resolve expeditiously any water damage or leaking from the roofs once the SES are installed and throughout the Term of the PPA. If it is determined that the roof issues and water infiltration were caused by the SES installation then the Awarded Bidder shall be responsible for paying for the repairs as performed by the BOE's designated contractor.
E. The Awarded Bidder will be responsible for providing the BOE's representatives with the structural engineering reports that certify that the existing conditions are adequate to accommodate the weight of the system components both individually and collectively. The Awarded Bidder will be responsible for providing their own independent structural analysis by an appropriately licensed third-party structural engineer.
F. All wiring for the Solar Energy Systems shall be installed to protect against direct ground contact.
G. All wiring shall be protected by conduit of the appropriate type and size, no PVC conduit shall be allowed.
H. All junction boxes that are not part of the solar panels or the inverter shall be a minimum of NEMA 4X rated.
I. The SES 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 SESs shall be a non-penetrating system wherever possible and where penetrations may be necessary shall minimize the number of penetrations. All roof penetrations shall be sealed with an acceptable sealing method that does not adversely impact the roofing system.
J. All personnel and subcontractors of the awarded Bidder shall be security screened prior to being on site and the reports provided to the BOE prior to working at the schools. Awarded Bidder shall provide to BOE background checks performed within 10 days after the notice to proceed to construct the SESs on all personnel who will be entering BOE property to work on the SESs. In addition, Awarded Bidder shall ascertain background checks and provide them to BOE on an ad hoc basis prior to allowing any additional personnel to perform work

on BOE property thereafter. Awarded Bidder shall not assign any employee to work at the property where the SES will be located who has a record or conviction for any offense of the first or second degree and those enumerated in N.J.S.A. 18A:6-7.1, or who, in the BOE's opinion, reasonably demonstrates a potential harm or having a negative impact on the work, the perception of the SESs or the BOE's relationship with the school population where the SES is being installed or the surrounding community.

K. The Awarded Proposer shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with a copy of the BOE's Anti-Bullying Policy.

   In accordance with N.J.A.C. 6A:16-7.7 (c), a Contractor who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator/Board Secretary.

L. All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.

M. All exposed cables or conduits shall be sunlight resistant. All cables shall be installed in the raceway unless noted otherwise. Raceway installed below finished grade and, on the roof, shall be PVC and sunlight resistant PVC schedule 40; provide expansion fittings for all roof raceways, as required. All raceways exposed on the exterior of the buildings shall be IMC or RGS.

N. Awarded Bidder shall furnish and execute a detailed commissioning/quality assurance plan for the project to the BOE for approval. The commissioning plan shall include the following steps:
   - Design-assist measures to be provided during the design of the SES.
   - SES installation checks.
   - SES functional checks including all operational and safety checks.
   - Comprehensive performance testing to verify system capacity has been achieved.
   - Maintain a written log of issues identified and corrected during the commissioning process.

O. The installation of the SESs shall be done in a manner that maintains roof integrity and warranties in effect at the time of installation of the SESs .

P. The Awarded Bidder shall be responsible for all aspects of the design and construction of the **parking lot canopies** if the Alternate 1 option is selected. Such design and installation of the canopy structures and racking shall conform with all applicable codes and standards including structural and loading calculations, geotechnical studies, lighting requirements, and water management systems (including guttering). All equipment and components shall be provided by the Awarded Bidder, including the high-efficiency lighting and guttering systems. A single post structure with a cantilevered truss system is preferred for aesthetics and to minimize the impact on the parking spaces. The minimum clearance at the lowest point of the canopy shall be 12 feet. Certain posts may use galvanized materials; however, these structural components must meet or exceed ASTM

123/A-02 for zinc coatings on iron and steel. All aspects of the installation are subject to approval by the BOE representatives to ensure quality, safety, and aesthetics.

Q. Any and all exceptions to the requirements specifically included in this RFP that are conditions of that Proposal must be submitted with the Proposal and included as an attachment to the Proposal Form, on company letterhead and signed by an authorized agent of the company.

Part 4- Bidder Experience

4.1.0 Qualification Documentation to be Included in the Proposal

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

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

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

D. References:
- Proposals shall include at least three recent (within past three (3) years) references for solar PV projects/programs and any relevant work the Bidder has done for a public school district. Also provide the customer's contact name, title, address, phone numbers and email address.

E. Project List: Bidders shall provide a comprehensive list of awarded, completed projects **including their organization's specific role in the project as well as list any other companies that played a significant role in the construction or financing of those projects.** Bidders that list projects that were performed by other companies, in which the Bidder did not have a significant role will negatively impact the evaluation of their Proposals and in egregious cases cause a report to be filed with the New Jersey Department of Treasury, Division of Property Management and Construction for investigation.

Part 5 - Estimated Production

5.1.0 Estimated Production

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

- Electric Price as specified in the Proposal Form for Historical Electric Price year one (1).
- Solar Panel Type (in accordance with specification in Proposed design); Bidders must use the Standard assumption for modules with less than 19% efficiency.
- Array Type (in accordance with specification in Proposed design).
- DC System Size (in accordance with specification in Proposed design).
- **System Losses % assume 15% for all systems.**
- Orange, State of New Jersey location.
- Azimuth (in accordance with specification in Proposed design).
- Tilt Angle (in accordance with specification in Proposed design).

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

5.1.1 Annual Electricity Output Reports and Minimum Electricity Output Requirement

A. The Awarded Bidder shall provide a report to the BOE annually based on calculated estimates versus actual electricity output, reduction in carbon footprint, and monetary savings. This report should show monthly integrals.

B. The Awarded Bidder shall guarantee a minimum energy output each year, which shall be 87.5% of the projected annual output based on the final design capacity using the PVWatts estimation assumptions above and a 1% per year degradation rate. The requirement shall be calculated annually based on the total production to date versus the minimum output requirement projection to date. The resulting credit to the BOE will be calculated based on the differential of actual versus projected minimum output requirement multiplied by the calculated difference between the utility electricity rate listed in this RFP minus the PPA rate for that year of the term. Reports and Payments are due annually within (60) days of the anniversary of the Commercial Operation Date, SES shutdowns allowed under the terms of the PPA contract will allow for additional deductions from this production requirement based on the estimations for the shutdown time period using the same calculation methodology.

Part 6 - Evaluation of Proposals and Award Process

6.1.0 Proposal Criteria

A. The BOE intends to award a single contract to the Bidder that best meets the terms and conditions of the RFP and the highest overall savings to the BOE. The award will be made on the basis of price, the quality of equipment, evaluation, expected electricity production based on the proposed design and prior history of Bidder's service, capability, and ability to accommodate the BOE's proposed PPA terms and in accordance with the competitive contracting provisions of the Public School Contracts Law, N.J.S.A.18A:18A-4.1 et seq..

B. The selection of Qualified Respondents is subject to the provisions of the Public-School Contracts Law, N.J.S.A. 18A:18A-1 et seq. and "New Jersey Local Unit Pay to Play" Law, N.J.S.A. 19:44A 20.4 et seq. The BOE has structured a procurement process that seeks to obtain desired results described herein while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth herein; which will be applied in the same manner to each Proposal received.

C. All complete and qualified submissions will be reviewed and evaluated by the BOE designated Evaluation Committee.

D. Bidders shall also be required to complete and submit all forms attached hereto, as well as DPMC Notice of Classification and DPMC 701 form for itself and subcontractors (if applicable). Each company must submit the forms required for their contracted role.

E. Bidders may be required to attend a post-evaluation interview and present their proposal for questions and requests for clarification submitted by the BOE's representatives and the Evaluation Committee. The BOE reserves the right to award a contract based upon the proposal that is deemed to be most advantageous to the BOE, price and other factors considered.

F. The following criteria will be used to evaluate all proposals:

EVALUATION CRITERIA:	(Points)
▪ **PPA Price and Total Savings:**	**40**
▪ **Technical Criteria:**	**40**
▪ **Experience and Qualifications:**	**20**

G. Evaluation Criteria:

- **Proposal Price and Total Savings (40%)**
  Both the per kWh price, as well as the rate of escalation will be considered in the determination of the lowest price and the highest savings over the 15-year term of the PPA. The savings will be evaluated based on the proposed equipment and design to confirm that these savings are representational of the project and site parameters. In certain cases, where there has been an overestimation of solar electricity capacity or of production, the BOE representatives will adjust the total savings assumptions in accordance with professional standards to allow for fair assessment of all of the proposals on an equitable basis.
- **Technical Proposal (design, material specifications, installation plan) (40%)**
  The Technical Proposal will include an evaluation of the major system components and their specific compliance with the minimum standards listed in the RFP. Also, the proposed design of the Solar Energy Systems shall be reviewed to ensure that energy production is optimized based on the efficiency of the components, the specifications of the array layout, and the electrical and physical integration with the site. Shading from roof components, trees or other factors must be taken into account in the Proposal.
- **Experience and Qualifications (20%)**
  Specific experience in engineering and construction of commercial solar energy systems, as well as specific experience in the design, engineering, and operation of solar energy systems for public entities and school districts in New Jersey. Quality of construction and the ongoing long-term performance for past projects, references, and qualifications of team members shall be included in the evaluation. The company history, financial strength, and ability to accommodate the provisions of the BOE's proposed PPA will also be considered as part of this criteria.

6.1.1 System Performance and Overall Savings

A. For the purposes of determining the highest savings to the BOE, the BOE shall evaluate both the price per kWh and the total estimated production throughout the PPA Term to determine the highest savings to the BOE. If a Bidder overestimates the feasible capacity or makes errors in the calculations of the estimated savings; then the savings numbers shall be corrected in the review process; so as to fairly assess the feasible savings from each vendor. In addition, Bidders that overestimate the feasible capacity shall receive deductions on the technical merits of their Proposal.

6.1.2 Timing of Award.

A. If the BOE determines to issue an award of the RFP, the BOE shall make an award within sixty days from the Bid Opening date or shall have the Bidder's consent to an extension of the proposal pricing and terms beyond such sixty days.

6.1.3 Basis of Award

A. Proposals are being solicited pursuant to the competitive contracting process set forth in the Local Public-School Contracts Law N.J.S.A. 18A:18A-1 et seq. and the regulations promulgated thereunder. The competitive contracting process permits the award of a contract based on which Proposal is most advantageous, the price and other factors considered, or the rejection of all Proposals.

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

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

6.1 Notification of Award

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

Part 7 - Special Conditions

7.1.0 Additional or Special Conditions

A. The BOE reserves the right to cancel or re-schedule, in part or in its entirety, this solicitation, including but not limited to: Bid Opening, submittal date, and submittal requirements.
B. The BOE reserves the right to request clarifications from any or all Bidders to this RFP.
C. The BOE reserves the right to waive technicalities or omissions, to reject any or all Proposals, or any portion thereof, to advertise for new Proposals, or to proceed otherwise; if the BOE finds that the best interest of the BOE will be promoted thereby.
D. The Awarded Bidder and/or its subcontractors shall pay not less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:8-56.25 et seq.
E. If any requirement in this RFP conflicts with the current codes and standards, then the code and/or standard shall prevail.
F. The term of the PPA shall not exceed 15 years from the designated Project Commercial Operation Date established for the SESs in the aggregate.
G. If the third-party structural engineer's analysis of any included BOE facility, requires Structural Upgrades in order to host the SES, and those structural upgrades are estimated to cost in excess of 5 Cents per Watt DC at any one SES (not including the cost of an independent third party licensed, structural engineer's fee for P.E. stamped structural analysis), then the Awarded Bidder shall have the option to remove that SES from the PPA contract without penalty and without any further obligation to proceed with that SES. However, the price per kWh at the remaining SESs shall not change from the proposed pricing upon which the award was made. In this event, the BOE shall not compensate, reimburse, or provide any monetary payment to the Awarded Bidder for any costs incurred by that Bidder. The Awarded Bidder will retain the right to modify the size of each SES to avoid areas that may need structural upgrades. Such an option must be exercised prior to the commencement of the physical construction of the SES.
H. If the electric distribution company denies interconnection approval or requires costly electrical upgrades to approve the SES for interconnection, then the Awarded Bidder shall have the option to remove that SES from the PPA contract without penalty. If the electric distribution company interconnection review concludes that interconnection approval can be granted ***with*** electrical upgrades to the facility; then the Awarded Bidder shall bear the cost of up to 5 cents per Watt DC for Utility required safety and monitoring equipment. If the Utility required upgrades are in excess of 5 Cents per Watt DC per site to gain interconnection approval for any one SES, then the Awarded Bidder shall have the option to either: i) remove that SES from the PPA contract without penalty

and without any further obligation to proceed with the SES; or ii) to submit a request for an incremental cost adjustment to the PPA Price; the request shall be calculated based on the Utility provided estimated costs. The BOE may accept or reject such incremental cost adjustment at its sole discretion. In order to exercise either option; the Awarded Bidder must notify the BOE in writing before the commencement of the physical construction of the SES. The BOE shall not compensate, reimburse, or provide any monetary payment to the Awarded Bidder for any costs incurred by that Bidder if the SES is removed from the PPA contract.

I. All tree trimming or tree removal shall be performed by the awarded Bidder at the Bidder's expense, once the BOE or the BOE's representative has given their approval.
J. Roofing information is included in Exhibit A.
K. The Awarded Bidder may change their proposed design or the location of the solar energy arrays- if such changes will be beneficial to the overall savings based on completion of full due diligence. All changes must be pre-approved by the BOE or their representative.

Part 8 - Project Schedule

8.1.0 Timeline for Construction

A. The Awarded Bidder will be expected to construct and begin electricity production of all of the Solar Energy Systems within 12 months of the notice to proceed by the BOE. The BOE will extend the timeline by an equal number of days due to delays caused directly by compliance with reviews and approvals from utility and governmental requirements; and also, if work is delayed due to waiting for re-roofing work to be completed. Any such delays shall not be grounds for additional compensation to the Awarded Bidder. A determination to extend the timeline to construct and begin electricity production shall be made by the BOE, at its reasonable discretion.

B. The BOE requires that the Awarded Bidder work cooperatively with the staff and onsite contractors working for the BOE.

C. In order to ensure the total savings to the BOE; a fee of $1,000 per day will be charged to the Awarded bidder; if the installation of the SES exceeds 12 months from notice to proceed from the BOE. Any BOE-approved extensions to the schedule shall be added to the 12-month schedule for the purpose of fairly assessing compliance with the construction and operation schedule.

Part 9 - PPA Terms and Conditions

9.1.0 Form of the PPA contract is provided in Appendix A.

A. All Bidders will be required to offer the following end of Term options:

- Removal of all Solar Energy Systems; site restoration to original condition; reasonable wear and tear excepted.
- Purchase of onsite solar electricity in accordance with the requirements of New Jersey Local Public-School Contracts Law.
- Purchase of the Solar Energy Systems by the BOE based on fair market value.

Part 10 - Exhibits

- Exhibit A: Solar Energy System Locations and Site Information
- Exhibit B: Electric Usage Information
- Exhibit C: Required Forms, Notifications and Bidding Requirements
- Appendix A: Form of PPA Contract

Exhibit A: Solar Energy System Locations and Site Information

The BOE has specifically selected these schools for inclusion in this RFP and is requesting that feasible solar arrays be designed to be hosted at these sites to optimize the amount of solar-generated electricity that can be produced on the useable roof areas, the designated ground-mounted areas, and the canopies.

SES #	Facility Name	Address
SES 1	Monroe Twp. High School	200 Schoolhouse Road, Monroe Twp., NJ 08831
SES 2	Monroe Twp. Middle School	1629 Perrineville Road, Monroe Twp., NJ 08831, Monroe Twp., NJ 08831
SES 3	Applegarth Elementary School	227 Applegarth Road, Monroe Twp., NJ 08831
SES 4	Woodland Elementary School	42 Harrison Avenue, Monroe Twp., NJ 08831
SES 5	Barclay Brook Elementary School	358 Buckelew Avenue, Monroe Twp., NJ 08831
SES 6	Oak Tree Elementary School	226 Applegarth Road, Monroe Twp., NJ 08831
SES 7	Administration Building	423 Buckelew Avenue, Monroe Twp., NJ 08831
SES 8	Transportation Building	423 Buckelew Avenue, Monroe Twp., NJ 08831

Bidders should ensure that the design of the SESs has considered the shading impact on the panels from all existing shading elements on the roofs and ground areas; including from the trees. Bidders must confirm actual conditions at each site. The information provided in Exhibit A is offered to assist the Bidders in developing proposals in response to this RFP. All Bidders are solely responsible for the verification and accuracy of site information contained within their proposals.

The BOE understands that the final design will be subject to a detailed evaluation of roof conditions, structural analysis, and other factors that may impact the size of the SESs. However, the BOE expects that the Awarded Bidder's pricing shall not be raised - even if the final design reduces the total kW DC at one or more sites.

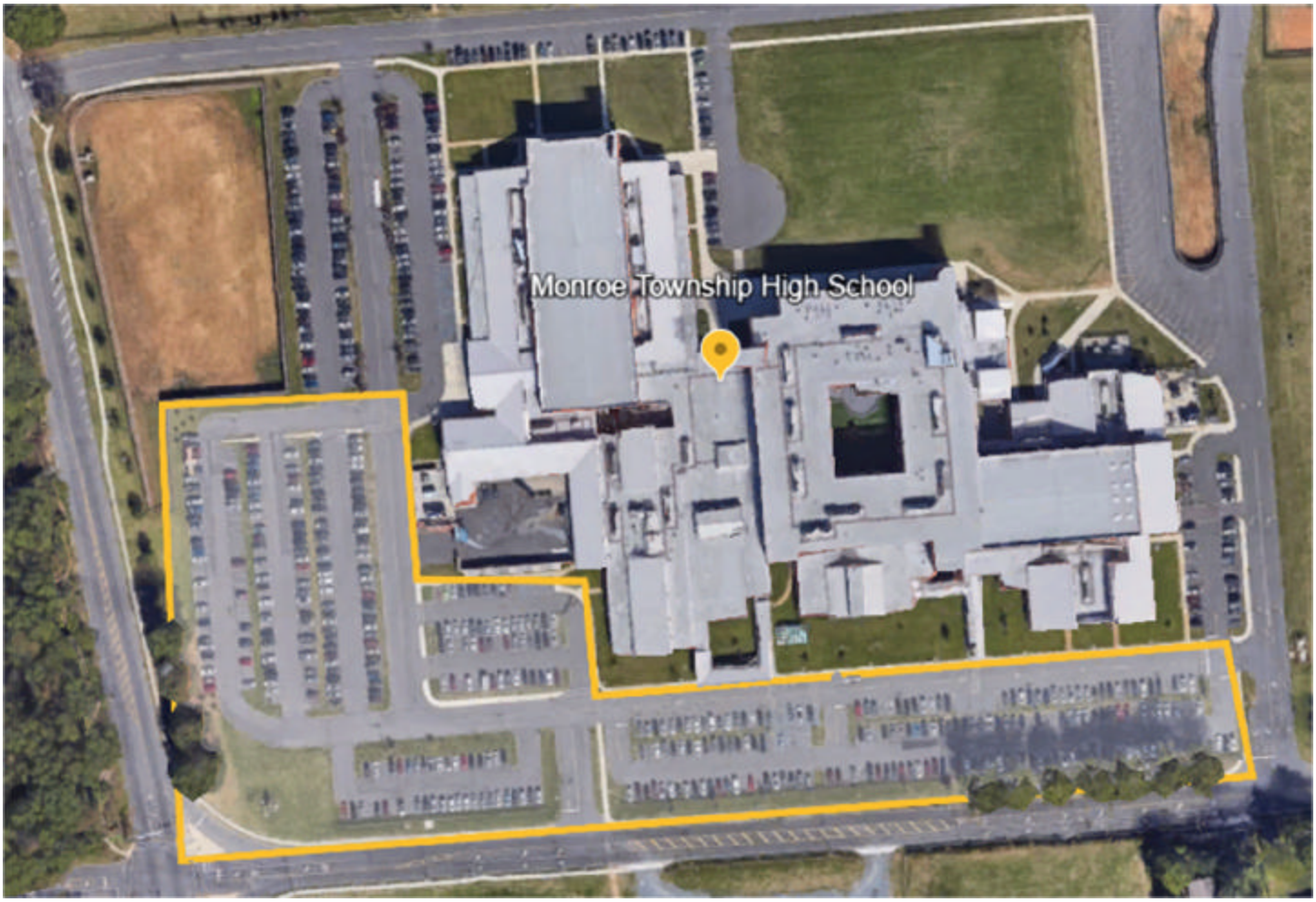
Each of the facilities listed in this RFP will be reducing their annual electricity needs through the Energy Savings Improvement Program ("ESIP"), as well as other energy conservation measures. The projected electricity requirements for the schools shall be used to calculate the maximum size of solar energy arrays that will be directly connected to each facility. Bidders should <u>not</u> design the SESs to produce more than 100% of the post-ESIP annual electricity usage at the site where it is located. The projected post-ESIP usage and the Maximum Solar Capacity guidance are attached as Exhibit B.

Site Information

SES 1

Monroe Township High School

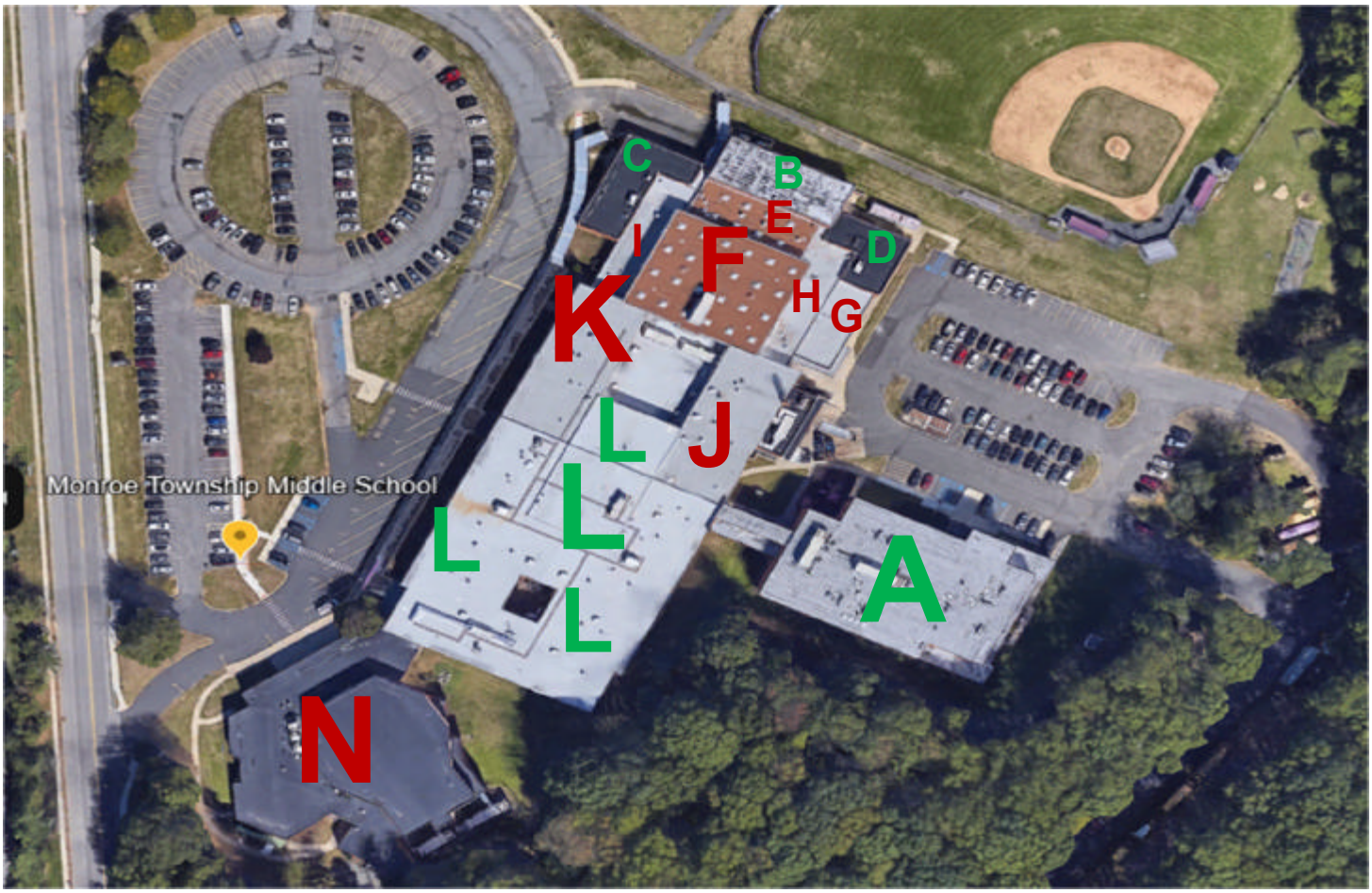
At the High School, the roof is ruled out due to the age of the roofing. No ground-mounted options have been identified. However, raised canopies over the parking areas might be an option. For the base bid, the High School parking lot areas within the yellow highlighted area pictured below are available for the Bidder to design canopies over the parking areas. The driveway areas between rows should remain clear. The canopies can be designed to cantilever over grass areas. Ensuring that no parking spaces are lost to the canopy structure is very important to the BOE. Posts, supporting structures, and electrical equipment should **not** be placed in the parking spaces. The High School is not included in the Alternate 1 bid. Technical requirements for the canopies are listed in Part 7 of the RFP.



SES 2

Monroe Township Middle School

There are no identified ground mount areas at this school. Also, the parking lot areas are not ideal for raised parking canopies and have been ruled out for use with solar energy systems. However, the areas of the roof that have sufficient warranty periods can be used for solar at this site. The roof areas A, B, C, D, and L can be used to host solar energy arrays.



SES 3

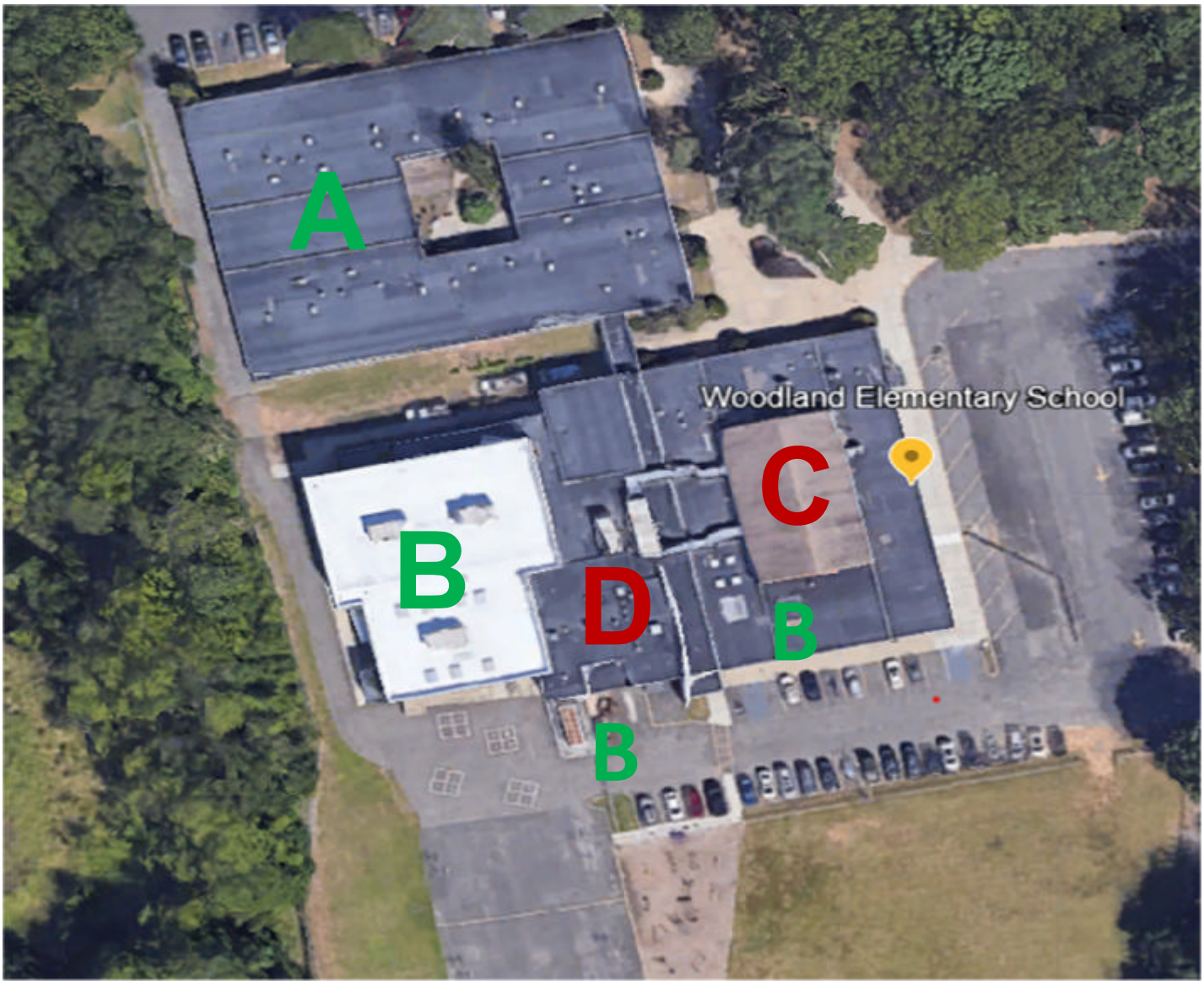
Applegarth Elementary School

There is a ground-mounted option that is located on the northern edge of the site; highlighted in yellow, that can be used to host a solar energy system for this school. The site is on a circuit that is limited to 700 kW DC, but this circuit is shared with Oak Tree School across the street. Therefore, the Maximum Solar Capacity is limited to 595 kW DC and Oak Tree is limited to 105 kW DC. The ground mount option across the street behind Oak Tree can be used by running a wire across the street to this school for the full capacity. The roof areas within the highlighted yellow area can also be used, although the ground-mounted option across the street is preferred.

SES 4

Woodland Elementary School

The roof areas A and B can be used to host the solar energy systems.



SES 5

Barclay Brook Elementary School (next to Brookside Elementary School)

These two schools are located right next to each other. They also share the same utility electric circuit; a circuit that has a limitation of 125 kW DC for interconnection at this point of the utility distribution system. The interconnection issue limits the size of the system to 125 kW DC. Due to the age of the roofs at Brookside solar energy systems were not an option on those roof areas. Roof area A on Barclay Brook can be used to host solar energy systems up to the interconnection limitation.

SES 6

Oak Tree Elementary School

The large field on the west side of the site could host a large ground-mounted option. This ground-mounted option, which is outlined in yellow in the satellite image below can be used to host the solar energy system for this school as well as potentially Applegarth. The existing solar energy system on this school is 50.4 kW DC. The interconnection limitation for both Oak Tree and Applegarth cannot exceed 700 kW DC for both schools. The identified area is approximate and can be larger if needed. The Maximum Solar Capacity size for this school is 105 kW DC due to net-metering usage limitations.

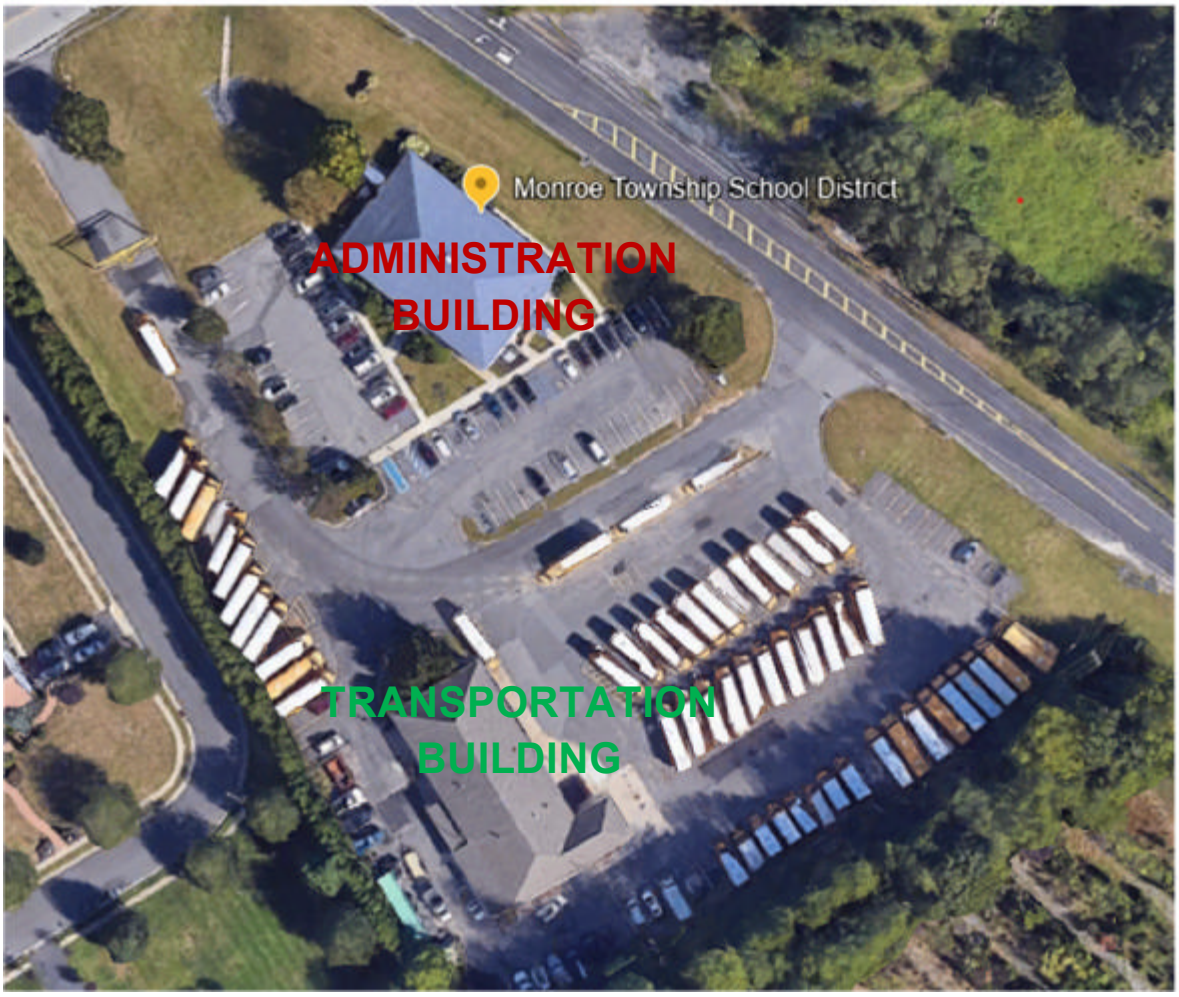
SES 7

Administrative Building

SES 8

Transportation Building

The Administrative building and the Transportation building are located next to each other; each building has a separate electric meter. The Administration building has an older roof and is not recommended for use as a host to a solar energy system. The roof of the Transportation building is useable to host a solar energy system. The solar energy system on the Transportation building is large enough to provide most of the electricity needed for both buildings. The solar energy system on the Transportation building may be used to offset the electricity needs for both buildings. However, the solar energy systems must both be designed and built to directly net-meter the solar electricity produced from the system on the roof of the Transportation building. *A virtual net metering design cannot be used.*



Roofing Information

Building	Roof I.D.	Replacement Schedule
Applegarth School	A	2010
	B	2005
	C	2010
	D	2014
	E	2018
	F, G, H	2045
Monroe Twp. Middle School	A (1997 Addition)	2051
	B (Aux. Gym)	2041
	C (Former Boys Team Rm.)	2041
	D (Girls Team)	2041
	E (Weight Rm.)	2027
	F (Gym)	2027
	G (Tech/Staff Dev.)	2029
	H (Girls Locker)	2029
	I (Boys Locker)	2029
	J (C.R.'s @TV Studio)	2029
	K (1972 C.R.'s)	2029
	L (Library + 1972 C.R.'s)	2039
	M (Kitchen)	2017
	N (PAC)	2033
	O (Fieldhouse)	2017
Barclay Brook School	A	2038.00
	B	2068
	C	2030
Woodland School	A	2037
	B	2037
	C	2023
	D	2037
Oak Tree School	Entire Building	2028
Board Office	Entire Building	2025
Transportation	Entire Building	2063
Monroe Twp. High School	Entire Building	2031

Interconnection Information from JCP&L

The chart below lists the utility-provided information on the remaining capacity allowable for solar energy systems at the electric circuit level. This information was obtained from the JCP&L Solar Accommodation Map. All bidders should verify existing conditions and look up any updates to this utility-provided information.

To determine the remaining capacity for solar on a given circuit, the capacity limitations have been given in kW DC, as well as in kW AC. Also, since multiple school facilities are close to each other AND also share a utility distribution electric circuit; the circuits have been designated a number to show when facilities are on the same circuit. For example, both the High School and the Middle School share a circuit numbered as electric circuit # 1.

SES #	Facility Name	Electric Circuit Connection #	JCP&L Remaining Capacity (kW dc)	JCP&L Remaining Capacity (kW ac)
SES 1	Monroe Twp. High School	1	4,276	3,421
SES 2	Monroe Twp. Middle School	1	4,276	3,421
SES 3	Applegarth Elementary School	2	700	560
SES 4	Woodland Elementary School	3	4,226	3,381
SES 5	Barclay Brook Elementary School	5	125	100
SES 6	Oak Tree Elementary School	2	700	560
SES 7	Administration Building	6	4,585	3,668
SES 8	Transportation Building	6	4,585	3,668

This information was obtained online from the JCP&L Solar Accommodation Map, available at: https://www.firstenergycorp.com/feconnect/newjersey/solar-accommodation-map.html

Exhibit B: Electric Usage Information

The following chart represents the maximum solar capacity and the net-zero limitation for the Solar Energy Systems at each site. Certain sites have been limited based on the remaining interconnection capacity on the distribution circuit.

SES #	Facility Name	Maximum Solar Capacity kW DC	Net Zero Limited Solar kWh
SES 1	Monroe Twp. High School	2,723	3,297,433
SES 2	Monroe Twp. Middle School	1,085	1,313,450
SES 3	Applegarth Elementary School	595	720,075
SES 4	Woodland Elementary School	255	308,772
SES 5	Barclay Brook Elementary School	204	247,307
SES 6	Oak Tree Elementary School	105	127,625
SES 7	Administration Building	63	75,910
SES 8	Transportation Building	31	37,096

Bidders should not exceed the Maximum Solar Capacity limitation in their proposed design. The solar capacity at Barclay Brook, as well as the Oak Tree and Applegarth schools, are limited by the interconnection information provided by the utility.

Exhibit C: Required Forms, Notifications and Bidding Requirements

BID BOND FORM

THE UNDERSIGNED Bidder and "Surety", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the MONROE TOWNSHIP SCHOOL DISTRICT for the full and just sum of $20,000:

Twenty Thousand Dollars ($20,000),

(WORDS) (FIGURES)

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

A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR-GENERATED ELECTRICITY FOR MONROE TOWNSHIP SCHOOL DISTRICT FACILITIES

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

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

On this_____day of_____20_, the Bidder and Surety hereby bind themselves herein:

FOR THE BIDDER:

_____

(Name of **Bidder**)

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

By:_____
(Signature-Bidder's Representative)

FOR THE SURETY

_____

(Name of **Surety**)

By:_____
(Print Name of Attorney-in-Fact)

By:_____
(Signature of Attorney-in-Fact)

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

CONSENT OF SURETY

Re: Proposal for **A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY FOR MONROE TOWNSHIP SCHOOL DISTRICT FACILITIES**

Bidder Name: _____

Surety Name: _____

Surety Address: _____

Surety Phone: _____

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

A Performance Bond in an amount equal to in the amount of the full projected cost of the entire project in the aggregate from the time of Award through the Commercial Operation Date for the SESs based on the total proposed capacity on the Proposal Forms, and to be continued to indemnify the Monroe Township School District against loss due to the failure of the Bidder to meet the stipulation of the Performance Bond, and a Bond for payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract;

In addition, the Bidder IN WITNESS WHEREOF said surety has set its seal and caused these presents to be signed by its duly authorized officers this_____day of_, 20_.

ATTEST: SURETY: _____

By:_____ Signature

_____

Printed Name

_____

Title

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

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at:
www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

***Failure to submit such appropriate evidence may result in rescission of the contract**.

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

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

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:
contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. l7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in

its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. l7:27-7.2.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5- 31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

1) The contractor or subcontractor shall interview the referred minority or women worker.

2) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

3) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

4) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with **N.J.A.C. 17:27-7**. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Department of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The 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 grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

DATE: _____

COMPANY NAME: _____

AUTHORIZED COMPANY REPRESENTATIVE NAME: _____

SIGNATURE: _____

COMPLETE FORM AND INCLUDE WITH PROPOSAL SUBMISSION TO ACKNOWLEDGE REQUIREMENT

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type)

☐ Limited Liability Company (LLC)

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/Bidder; that the MONROE TOWNSHIP SCHOOL DISTRICT is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MONROE TOWNSHIP SCHOOL DISTRICT to notify the MONROE TOWNSHIP SCHOOL DISTRICT 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 MONROE TOWNSHIP SCHOOL DISTRICT, permitting the MONROE TOWNSHIP SCHOOL DISTRICT to declare any contract(s) resulting from this certification void and unenforceable.

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

SIGN AND NOTARIZE THIS FORM AND PROVIDE ALL THE DOCUMENTATION REQUESTED

BUSINESS REGISTRATION CERTIFICATE REQUIREMENT

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

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION ACT (PWCRA) REQUIREMENT

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

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

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

NO DEBARMENT/SUSPENSION/DISQUALIFICATION AFFIDAVIT

State of New Jersey}
} ss. Monroe Township School District Solar PPA
County of_____} Name of Project

I,_____, of the City 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 the owner, an officer, or a partner of the firm of_____(the "Bidder"), which is bidding on the above-referenced project. Neither the Bidder nor its principals:

A. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county, or local government agency in this or any other state including any department, division, commission, authority, office, branch, section, and political subdivision or other governmental or quasi-governmental entity, including the New Jersey Economic Development Authority and Schools Development Authority;

B. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. have, within a 3-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

By: Signature
(Print or Type Name)_____

(Title) _____

Sworn and subscribed to before me this_____day of_____, 2024

_____
Notary Public of_____

My commission expires:_____, 2024

SIGN AND NOTARIZE THIS FORM AND PROVIDE ALL THE DOCUMENTATION REQUESTED

AFFIDAVIT OF NO MATERIAL ADVERSE CHANGE

TO THE BIDDER: This AFFIDAVIT must be submitted with your bid for public school work.

STATE OF _____)

: ss:

COUNTY OF _____)

_____ being duly sworn, according to law, deposes and says that he is of _____ and that the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A:18A:27 et seq.) as amended, except as set forth herewith:

_____ is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This classification became effective _____, and will expire _____.

Type of Contract/Trade Classified:

_____

Approved Amount $_____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction is attached.

The total amount of uncompleted work on contracts is $_____.

I hereby certify, under penalty as provided by law, that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current levels and that at the time of the bid submission, the value of all outstanding incomplete contracts does not exceed this firm's existing aggregate rating limit.

_____

Signature

Sworn to before me this _____
day of _____, 20___.

_____

Notary Public of _____
My Commission expires __/__/_

SIGN AND NOTARIZE THIS FORM AND PROVIDE ALL THE DOCUMENTATION REQUESTED

NON-COLLUSION AFFIDAVIT County of _____

State of New Jersey ss:

I,_____residing in _____

(name of affiant) (name of municipality)

in the County of_____and State of_____,_of full age, being

duly sworn according to law on my oath depose and say that:

I am_____of the firm of _____

(title or position) (name of company)

the Bidder making this Proposal for **A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY FOR MONROE TOWNSHIP SCHOOL DISTRICT FACILITIES** , AND THAT:

I executed the said Proposal with full authority to do so; and that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive procurement in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct; and made with full knowledge that the MONROE TOWNSHIP SCHOOL DISTRICT relies upon the truth of the statements contained in said Proposal;

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

_____

.

Subscribed and sworn to before me this day _____

Signature

Date_____, 2024 _____

(Type or print name of affiant under signature)

_____

Notary public of

My Commission expires _____ (Seal)

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

Prohibited Russia-Belarus Activities & Iran Investment Activities			
Person or Entity			

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

p	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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.* (Skip Part 2 and sign and complete the Certification below.)
CONTRACT AMENDMENTS AND EXTENSIONS	
p	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
p	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*
Part 2: Additional Information	
PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.	

Part 3: Certification of True and Complete Information			
I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.* *I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*			
Full Name (Print)		**Title**	
Signature		**Date**	

COMPLETE FORM AND SIGN- USE ADDITIONAL PAGES IF NEEDED

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

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

NO DOCUMENT HAS TO BE INCLUDED WITH THE PROPOSAL - NOTICE

POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a
  business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed

by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit at the time that proposals are due.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure *(Please list all contributions as instructed)*

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

COMPLETE THIS FORM WITH THE REQUIRED INFORMATION AND SIGN

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Bidder Company)

By:_____ (Signature of Authorized Representative)

Name:_____ Title: __

COMPLETE THIS FORM AND SIGN AS ACKNOWLEDGMENT OF RECEIPT OF ALL RFP MATERIALS (VERIFY ALL ADDENDA AND DATES)

PROPOSAL DOCUMENT SUBMITTAL CHECKLIST

Proposal Submission Requirements	**Initial each of the requirements and provide the appropriate documentation**
Proposal Form	
Proposal Technical Proposal	
Proposer Experience Documentation	
Bid Bond Form	
Consent of Surety	
Maintenance Bond	
Affirmative Action Equal Employment Goal Compliance Notice	
Americans with Disabilities Act of 1990	
Statement of Ownership Disclosure	
Business Registration Certificate(s)	
Public Works Contractor Registration Act	
No Debarment, Suspension, Disqualification Affidavit	
No Material Change or Circumstances Affidavit	
Non-Collusion Affidavit	
Disclosure of Investment Activities in Iran	
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
Notice of Disclosure of Contributions to New Jersey Election Law Enforcement	
Political Contribution Disclosure Form	
Acknowledgment of Receipt of Addenda	
Document Checklist	

*No document needs to be submitted for certain notices but is included as notification of the obligation of the Awarded Bidder.

Appendix A: Form of PPA Contract

The attached form of contract shall be the negotiated agreement between Monroe Township School District; Board of Education (BOE) and the awarded Bidder in substantially the form attached herein for a Power Purchase Agreement.

SOLAR POWER PURCHASE AND SALE AGREEMENT
STATED PRICE/PAYMENT FOR DELIVERY
COVER SHEET

"Seller": (Awarded Bidder)

"Buyer": Monroe Township School District Board of Education; a.k.a. "BOE"

Premises and **Solar Energy System** Description: As set forth in Exhibit A hereto.

Type of Structure or Site:
Street Address of Premises:
Buyer is Owner of Premises: __X_ Yes _____No
Type of Premises Use Rights Obtained by Seller: Lease.

Contract Term: **Fifteen** (15) years.

Estimated Commercial Operation Date: _____
Contract Termination Date:_____, unless terminated earlier in accordance with the terms of this Solar Power Purchase and Sale Agreement.

Energy: Estimated Annual Output: As set forth in Exhibit B hereto.

Energy Price: Stated Annual Price per KWh: As set forth in Exhibit B hereto.

Delivery: Output is for Buyer's Own Use: **X**_____Yes _____No

Point of Delivery: As set forth in Exhibit D hereto.

Utility: JCP&L; a copy of the Interconnection Agreement shall be attached as Exhibit F.

SOLAR POWER PURCHASE AND SALE AGREEMENT

Seller and Buyer (each also referred to as a **"Party"**) identified on the Cover Sheet of this Solar Power Purchase and Sale Agreement (**"Power Purchase Agreement"**) entered into as of _____,2024 (the **"Effective Date"**) for the production and sale of solar photovoltaic generated electricity. The solar installation that will generate the Energy (the **"Solar Energy System,"** as more specifically described in **Exhibit A**) will be developed, constructed, owned, financed, maintained and operated by Seller at the address identified on the Cover Sheet of this Power Purchase Agreement (as more particularly described in **Exhibit A** hereto, the **"Premises"**).

Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

I.1 **Definitions**. Terms used in this Power Purchase Agreement not otherwise defined on the Cover Sheet, in the Preamble or herein shall have the meaning set forth below:

"BPU" means the New Jersey Board of Public Utilities which is the State agency charged with the regulatory authority over the New Jersey electricity market.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a notice, or payment, or performing a specified action.

"Commercial Operation Date" or **"COD"** means the date specified in Section 4.1.

"Early Termination Fee" means the amount due as liquidated damages to Seller arising from Buyer's early termination of this Power Purchase Agreement, as specified for each year of the Contract Term on Exhibit C hereto, and payable as set forth in this Power Purchase Agreement.

"Energy" means electrical energy, measured in kilowatt-hours (**"KWh"**) that is produced by the Solar Energy System.

"**Environmental Attributes**" means any and all environmental, power source, and emission characteristics, credits, reductions, offsets, allowances, and benefits, howsoever entitled, directly or indirectly attributable to the generation of electricity from the Solar Energy System. Environmental Attributes include but are not limited to (i) any benefit accruing from the renewable nature of solar PV-generated energy; (ii) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SO_x), nitrogen oxides (NO_x), and carbon monoxide (CO)); (iii) any avoided emissions of carbon dioxide (CO_2), methane (CH_4) and other greenhouse gases ("GHGs") that may contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (iv) any property rights that may exist with respect to the foregoing attributes, howsoever entitled; (v) displacements of energy generation by fossil-fuel-

consuming or GHG-emitting generation resources; (vi) any reporting rights to these avoided emissions, such as Green Tag Reporting Rights; and (vii) Solar Renewable Energy Certificates or Transitional Renewable Energy Certificates (SRECs) or (TRECs).

"**Environmental Incentives**" include, but are not limited to, (i) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the Solar Energy System; (ii) any other financial incentives in the form of credits, rebates, reductions, or allowances associated with the PV System that are applicable to a local, state, or federal income taxation obligation; and (iiii) rebates, grants or subsidies for which the Solar Energy System may be eligible. Environmental Incentives do not include Environmental Attributes or Green Tag Reporting Rights.

"Force Majeure Event" means any act or occurrence that delays or prevents a Party from timely performing obligations under this Power Purchase Agreement or from complying with conditions required under this Power Purchase Agreement if such act or event is beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance, and cannot be overcome by the exercise of reasonable efforts. Without limiting the generality of the foregoing, Force Majeure may include without limitation: an act of God or the elements, national emergency, public health emergency, site conditions that could not have been revealed by a site inspection, extreme or severe weather conditions, explosion, fire, flood, epidemic, landslide, mudslide, sabotage, terrorism, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, blockade, civil insurrection, riot, civil disturbance or strike or other labor difficulty caused or suffered by a Party or any third party beyond the reasonable control of such Party.

"Green Tag" means a commercially recognized unit representing the value or amounts of Environmental Attributes.

"Green Tag Reporting Rights" means the right of a green tag buyer to report the ownership of accumulated green tags in compliance with federal or state law, if applicable, to a federal or state agency or any other party at the Green Tag buyer's discretion. Such rights include without limitation those Green Tag reporting rights accruing under Section 1605(b) of The Energy Policy Act of 1992, and any present or future federal, New Jersey state, or local law, regulation or bill, and international or foreign emissions trading program.

"Governmental Authorities" means the United States of America, the State of New Jersey, and any political subdivision thereof and any agency, department, commission, board, court or instrumentality thereof.

"Law" means any applicable law, statute, regulation, rule, regulation, decision, writ, order, decree or judgment, or any interpretation thereof, promulgated or issued by Federal, State, municipal, local and administrative authorities.

"Lien" means any mortgage, pledge, lien (including mechanics,' labor or materialmen's liens), charge, security interest, encumbrance or claim of any nature.

"Professional Services Payment" means a payment paid by the Seller to reimburse Buyer for the legal, technical, and evaluation services paid by the Buyer for costs incurred for the issuance of a competitive procurement pursuant to Local Public School Contracts Law and set forth in Section II.13.

"Prudent Operating Practice" means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances .**"Qualified Assignee"** means any person or entity that has competent experience in the operation and maintenance of solar photovoltaic systems, and is financially capable of performing Seller's obligations under this Power Purchase Agreement, and agrees in writing to assume Seller's duties and obligations under this Power Purchase Agreement under the conditions herein set forth.

"Solar Renewable Energy Certificates/Transitional Renewable Energy Certificates" or **"SREC"** and "**TREC**" means a tradable certificate representing the Environmental Attributes of 1000 KWh (1 MWh) of electricity generated from the Solar Energy System.

"State" means the State of New Jersey.

"Utility" means JCP&L.

ARTICLE II
SELLER'S RIGHTS, DUTIES AND OBLIGATIONS

II.1 **Sale of Energy**. Seller will sell to Buyer and Buyer will purchase from Seller all of the Energy produced by the Solar Energy System, as and when the same is produced, at the Energy Price in effect at the time of delivery. Seller will deliver the Energy to the Point of Delivery, and Buyer will accept the Energy delivered for the full Contract Term of this Power Purchase Agreement in accordance with the terms hereof.

II.2 **Providing Monitoring, Metering, and Billing**. Seller will provide all monitoring, metering, billing, invoicing and administrative services, at its own expense, necessary to fulfill Seller's duties under this Power Purchase Agreement.

II.3 **Seller Obligations to Build the System and Provide Solar Energy**: Buyer has entered into this Agreement to obtain supply of electricity generated by a cost-effective solar photovoltaic system that will maximize the solar energy potential of the Buyer's properties described in the attached (Exhibit A). The Seller agrees to develop, finance, maintain, operate, and construct the Systems at its sole cost, to generate and sell electrical output to Buyer as set forth herein.

II.4 **Ownership of SRECs, Environmental Attributes, and Environmental Incentives.** Seller shall have all right, title, and interest in and to all Environmental Attributes, SRECs, Green Tag Reporting Rights, Environmental Incentives, and other items of whatever nature relating to the foregoing that are available as a result of energy being produced from the Solar Energy System.

II.5 **Seller Is Solar Energy System Owner and Operator**. Seller is the sole legal and beneficial owner and the operator of the Solar Energy System, subject to the provisions hereof governing its subsequent sale and disposition in accordance herewith. The Solar Energy System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Premises. The Solar Energy System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code as in effect in the State.

II.6 **Maintenance of the Solar Energy System**. Seller will be responsible at its sole cost and expense for the operation and maintenance of the Solar Energy System in a manner consistent with Prudent Operating Practices. If the supply of Energy from the Solar Energy System is interrupted as a result of malfunction or other shutdown, Seller shall make good faith efforts to remedy such interruption. Seller will comply with applicable Law and regulations relating to the operation of the Solar Energy System and the generation and sale of Energy, including obtaining and maintaining in effect all relevant approvals and permits.

II.7 **Installation and Maintenance of the Utility .Interconnection.** Seller shall comply at Seller's sole cost with all applicable operational and construction standards and requirements imposed by the Utility, the NJBPU the Buyer and local construction officials, including interconnection requirements.

II.8 **Maintenance of Health and Safety**. Seller will take all reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Solar Energy System and will comply with all applicable health and safety Laws, rules, regulations and permit requirements. Seller shall follow all of the Buyer's procedures and requirements for access to the site during construction and for ongoing maintenance. If Seller becomes aware of any circumstances relating to the Premises or the Solar Energy System that create an imminent risk of damage or injury to any person or any person's property, Seller shall take prompt action to prevent such damage or injury and will give Buyer's emergency contact identified on Exhibit E written notice of such condition. Such action may include disconnecting and removing all or a portion of the Solar Energy System, or suspending the supply of Energy to Buyer, consistent with the nature of any imminent risk.

II.9 **Avoidance of Liens on the Premises**. Seller will not directly or indirectly allow any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, encumbrance or claim of any nature ("**Liens**") on or with respect to the Premises or any interest therein arising from or relating to the construction, ownership or operation of the Solar Energy System by Seller.

II.10 **Payment of Taxes and Assessments**. Seller is solely responsible for all income, sales, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or other fees relating to Seller's ownership of the Solar Energy System and sale of Energy. Seller shall agree to file all applicable documentation with the local tax assessor relating to the Solar Energy System.

II.11 **Seller Obligation to Cure Liens on Premises or Against Buyer.** Seller will save, defend, hold harmless and indemnify Buyer against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any Lien asserted against Buyer or the Premises, as a result of any act or omission by Seller hereunder, or with respect to the Solar Energy System. Seller will also endeavor to promptly discharge any such Lien, either by payment or bond, consistent with the requirements of applicable Law.

II.12 **Minimum Electricity Output Requirement.** The Seller shall guarantee a minimum energy output each year, which shall be 87.5% of the projected annual output based on the solar capacity and estimation of electricity output based on the design and a 1% per year degradation rate. The electricity output requirement shall be calculated annually based on the total production to date versus the minimum output projection to date. The resulting credit, if applicable, will be calculated based on the differential of actual versus projected output multiplied by the calculated difference between the utility rate charged to the Buyer minus the PPA rate for that year of the term. If the actual output is higher than the minimum electricity output requirement, then no payment or credit is required.

II.13 **Warranties.** Seller shall ensure that any such person or entity warrants that it will supply photovoltaic panels that have an expected useful life of at least twenty-five (25) years from the Commencement Date, and that, as such, these panels are warranted by the manufacturer to operate at a capacity of at least 80% of their original rated operational capacity as specified by such manufacturer, and all such warranty documents shall be attached as Exhibit H.

II.14 **Professional Services Payment**. The Seller shall make a payment of $25,000 to Buyer immediately upon the execution of the Power Purchase Agreement, as a reimbursement of the costs incurred by Buyer for professional service fees required in the issuance of a competitive solicitation pursuant to Public School Contract Law for this Agreement.

II.15 **Background Checks**. Seller shall provide to Buyer background checks performed within 10 days after the notice to proceed to construct the Solar Energy System on all personnel who will be entering Buyer's property to work on the Solar Energy System. In addition, Seller shall ascertain background checks and provide them to Buyer on an ad hoc basis prior to allowing any additional personnel to perform work on Buyer's property thereafter. Seller shall not assign any employee to work at the property where the Solar Energy System will be located who has a record or conviction for any offense of the first or second degree and those enumerated in N.J.S.A. 18A:6-7.1, or who, in Buyer's opinion, reasonably demonstrates potential harm or has a negative impact on the work; the perception of the Solar Energy System;

the Buyer's relationship with the school population where the Solar Energy System is being installed; or the surrounding community.

II.16 **Anti-Bullying Reporting—Requirement.** Seller shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator/Board Secretary.

ARTICLE III
BUYER'S RIGHTS, DUTIES AND OBLIGATIONS

III.1 **Accept Energy**. Buyer shall accept the delivery of all Energy produced by the Solar Energy System at the Energy Price specified by this Power Purchase Agreement

III.2 **Provide Access to the Premises and the Solar Energy System**. Buyer shall provide or assist Seller in obtaining access to and from the Solar Energy System in accordance with the prescribed protocols and requirements as determined by the Buyer for Seller to perform construction, inspections, operation, maintenance, repairs and the replacement of damaged portions of the Solar Energy System. Access includes, but is not limited to, access for lifting, rigging and material handling equipment required by Seller.

III.3 **Assistance with Interconnection Permits and Licenses**. At Seller's sole cost, Buyer will use commercially reasonable efforts to assist Seller and cooperate with Seller, as necessary, to acquire and maintain approvals, permits, and authorizations related to the construction, operation, maintenance, and repair of the Solar Energy System, including providing any building owner or occupant authorizations and signing any applications for permits, local utility grid interconnection applications, SREC creation and verification, and rebate applications as are required to be signed by a person in the position of Buyer. Buyer will also deliver to Seller copies of any necessary approvals, permits, rebates or other financial incentives that are in the name or physical control of Buyer to effectuate the purposes hereof.

III.4 **Protect Solar Access**. Buyer shall be responsible for all costs concerning trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation planted after the Effective Date to prevent obstruction of sunlight to the Solar Energy System. Seller shall be responsible at its cost for all tree trimming, pruning, and topping of all trees, shrubs and plants present as of the Effective Date after obtaining Buyer's express approval to do so.

III.5 **Maintenance of Premises**. Buyer will maintain the Premises and Buyer's own equipment in good condition and repair, to be able to receive and utilize the Energy generated by the Solar Energy System. Buyer will maintain its connection and service contract(s) with the Utility as well as other third-party suppliers, or any successors thereto, so that Buyer can, upon

any suspension or interruption of delivery of Energy from the Solar Energy System, provide the Premises with its full requirements for electricity.

III.6 **Environmental Attributes and Environmental Incentives Belong to Seller.** Buyer acknowledges that any Environmental Attributes, Environmental Incentives, Green Tag Reporting Rights, and other items of whatever nature relating to Environmental Attributes and Environmental Incentives belong to Seller. Any Environmental Attributes or Environmental Incentive that is initially credited or paid to Buyer will be assigned by Buyer to Seller without delay to effectuate the purposes hereof. Buyer agrees to cooperate with Seller in any applications for Environmental Attributes or Environmental Incentives.

III.7 **Notice to Premises Lienholders and Release**. Buyer will use reasonable commercial efforts to give effective notice of Seller's ownership of the Solar Energy System and the Solar Energy System's status as personal property to all parties having an interest in or Lien upon the real property and fixtures that are part of the Premises. If any Lien against the Premises could reasonably be construed as prospectively attaching to the Solar Energy System as a fixture of the Premises, Buyer shall use commercially reasonable efforts to obtain a disclaimer or release from the Lienholder with respect thereto. If Buyer is the fee owner of the Premises, Buyer consents to the filing of a disclaimer of the Solar Energy System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Buyer is not the fee owner, Buyer will use commercially reasonable efforts to obtain such consent from such owner.

III.8 **Seller's Failure to Pay Taxes and Charges**. If Buyer, either directly or as a levy against the Premises, is assessed any taxes or fees that Buyer believes are the responsibility of Seller, Buyer will promptly give Seller written notice of such imposition in accordance herewith. Seller will cooperate with Buyer in contesting any such assessment; *provided, however,* that Seller will promptly pay such taxes to avoid any additional penalties and interest accruing on such assessments. If following such contest of any such assessment of taxes, it is determined that the amount is properly payable by Buyer, and not the Seller, then the Buyer will reimburse to Seller the amounts paid pursuant to this provision.

III.9 **Buyer's Taxes, Fees and Charges**. Buyer is responsible for paying all taxes based upon or measured by Buyer's income or revenues and all taxes, charges, levies and assessments against the Premises itself. Buyer shall not be responsible for taxes based on assessments against the Solar Energy System.

III.10 **Security, Health and Safety**. Buyer will provide reasonable measures for the security of the Solar Energy System on par with the manner in which it provides reasonable measures for the security of the Premises generally, including restricting access to the area on which the Solar Energy System is located and providing commercially reasonable monitoring of the Premises' security alarms, again consistent with how the Buyer provides for security of the Premises generally. Buyer will maintain the Premises in a structurally sound and safe condition consistent with all applicable Law. If Buyer becomes aware of any circumstances relating to the Solar Energy System or the Premises which creates an imminent risk of damage or injury to any Person or any Person's property, Buyer will promptly notify Seller's emergency contact identified

on Exhibit E of such threat. If the threat relates to the Premises and not to the Solar Energy System, Buyer shall promptly take such action as is necessary or appropriate to prevent such damage or injury.

III.11 **Notice of Damage**. Buyer will promptly notify Seller of any physical conditions or other circumstances Buyer becomes aware of that indicate there has been or might be damage to or loss of the use of the Solar Energy System, or that could reasonably be expected to adversely affect the Solar Energy System.

III.12 **Temporary Shutdown of the Solar Facility**. The Buyer will not cause the Solar Energy System to shut down temporarily, unless in the case of emergency or in a Force Majeure Event, for more than a total of ten (10) days in any two (2) consecutive Contract Years, whether scheduled or as a result of an emergency, act, or omission caused by the Buyer (a "**Temporary Shutdown**"). Further, Buyer shall make best efforts not to schedule a Temporary Shutdown during the Solar Energy System's peak production months of April through August. The Buyer will communicate to the Seller the commencement date and expected duration of any such Temporary Shutdown as far in advance of the commencement of the Temporary Shutdown as practicable. In the event the duration of the Temporary Shutdown is in excess of ten (10) days in any two (2) consecutive Contract Years, Buyer shall pay to Seller a payment adjustment in accordance with Section 6.4 of this Power Purchase Agreement. Any loss of production attributable to any Temporary Shutdown shall be deducted from the minimum electricity output requirements as set forth in Section 2.12 of this Power Purchase Agreement. Notwithstanding anything to the contrary herein, in the event Buyer requires any portion of the system to be temporarily disassembled, removed, moved, stored, reassembled, or recommissioned to access the roof/area, irrespective of the duration of the temporary shutdown, Buyer shall reimburse Seller's costs for the same.

III.13 **Avoidance of Liens on the Solar Energy System**. Buyer will not directly or indirectly allow any Lien on or with respect to the Solar Energy System. If Buyer becomes aware of a Lien on the Solar Energy System that has not been created or allowed by Seller, Buyer will use all reasonable efforts to promptly give Seller written notice of such Lien; and will take such action as is necessary or appropriate to have the Lien discharged and removed.

III.14 **Temporary Storage Space During Installation or Removal**. Buyer will use commercially reasonable efforts to provide sufficient space for the temporary storage and staging of tools, materials, and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during any maintenance, repair, replacement, or removal of the Solar Energy System. Buyer will also provide Seller a reasonable area for construction-type laydown and staging. Buyer and Seller will coordinate and cooperate in determining the amount of space required for such purposes.

ARTICLE IV
ACCEPTANCE TESTING, METERING, INVOICING AND PAYMENT

IV.1 **Solar Energy System Acceptance Testing**. Seller will conduct one or more tests on the Solar

Energy System during construction to confirm the operation of the then installed capacity of the Solar Energy System. Commercial operation will commence after (i) Seller has acquired all permits necessary to authorize the production, sale and delivery of in the intended amounts hereunder; and (ii) Seller gives Buyer written notice that the Solar Energy System is complete and has been approved for interconnected operation by the Utility and capable of providing Energy to its Point of Delivery (iii) The Buyer has authorized the Seller to begin Commercial Operations (such date, the "**Commercial Operation Date**"). Any test energy provided shall be at no cost to Buyer.

IV.2 **Net Meter and Metering of Delivery**. Seller warrants that the Solar Energy System shall be allowed to Net Meter on the Premises in accordance with local, state, federal, and agency Law. If the Premises do not already comply with net-metering laws and regulations, then the Buyer will work in all diligence with the Seller to complete any and all actions necessary in order to fulfill this. Seller shall measure the amount of Energy supplied to Buyer at the Point of Delivery using a commercially available, revenue-grade metering system. Such meter shall be installed and maintained at Seller's cost. Buyer grants Seller a right of reasonable access to the meter as needed to inspect, repair, and maintain such meter. At Seller's option, the meter may have standard industry telemetry and/or automated meter reading capabilities to allow Seller to remotely read the meter. If Seller elects to install telemetry allowing for remote reading, Buyer shall allow for the installation of necessary communication lines and shall reasonably cooperate in providing access for such installation. The meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable.

IV.3 **Consideration for Energy Delivered**. The Energy Price set forth in Exhibit B is and shall be the only consideration paid by Buyer for Energy delivered by Seller during each year of the Contract Term.

IV.4 **Invoicing**. Seller will invoice Buyer for Energy delivered within fifteen

IV.5 (15) Business Days after the end of the prior monthly billing period. Each invoice will set out the amount of Energy in KWh delivered during the prior billing period, the Energy Price then applicable, and the amount due, including any taxes assessed on the delivery and sale of Energy to Buyer at the Point of Delivery All invoices shall be in accordance with the requirements of N.J.S.A. 18A:19-1 et seq.

IV.6 **Payment**. Buyer shall make payment to Seller for Energy at the address specified by Seller in Section 5.2 of this Power Purchase Agreement. If made by mail, payment shall be posted within sixty (60) days following the date of receipt of the invoice. If such a due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

IV.7 **Meter Verification**. Annually, or earlier if Seller has reason to believe there may be a meter malfunction, Seller will test the meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than five percent (5%) and it is

not known when the meter inaccuracy commenced (if however evidence of the date of such commencement exists is known, then such date will be used to adjust prior invoices), then the invoices covering the period since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

IV.8 **Books and Records**. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Power Purchase Agreement, for at least five (5) or, in the case of the Buyer, records shall be maintained in accordance with any applicable records retention schedule promulgated by the State. Pursuant to N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2-2 the Seller shall maintain all documentation related to products, transactions, and services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey State Comptroller upon request. In addition, the Seller shall also maintain and make any and all books and records related thereto available to the Board of Education upon request.

IV.9 **Payment Adjustments; Billing Errors**. Payment adjustments will be made if Buyer or Seller discovers there have been inaccuracies in invoicing, or there is determined to have been a meter in-accuracy sufficient to require a payment adjustment as provided in this Power Purchase Agreement. If the required adjustment is in favor of Buyer, Buyer's monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, then Seller will add the adjustment amount to Buyer's next monthly invoice. At the end of the Term, Seller shall issue a payment to the Buyer for all outstanding credits, refunds, performance payments, or other contractually obligated funds due to the Buyer within 30 days of the final termination date of the PPA Term.

ARTICLE V NOTICES

V.1 **Immediate Notice of Damage Caused by or to the Solar Energy System**. In addition to Buyer's duty to promptly notify Seller if Buyer becomes aware of a risk or the threat of a risk to Persons or property as set forth above, Buyer will use all reasonable efforts to promptly notify Seller if Buyer becomes aware of any of the following conditions: (a) damage to the Premises caused by the operation, maintenance or repair of the Solar Energy System; (b) damage to the Solar Energy System from any cause; or (c) damage to the Premises from a cause other than the Solar Energy System, but might impact the operation of the Solar Energy System. Buyer agrees that Seller may immediately inspect the Solar Energy System and the area of the Premises on which the Solar Energy System is located, to determine whether further operation of the Solar Energy System at that location is safe and what next steps may be undertaken with respect to any condition found.

V.2 **Addresses for the Delivery of Notices**. Any notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent to the contacts below:

To Seller:

To Buyer:

V.3 **Acceptable Means of Delivering Notice**. Each notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States regular mail and certified mail, return receipt requested, with proper first class postage prepaid, three (3) calendar days following the date of the postmark on the envelope in which such notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic mail, and if concurrently with the transmittal of such electronic mail, the sending Party contacts the receiving Party at the phone number set forth above to indicate such electronic mail has been sent (which indication by phone may be done by leaving a voicemail for the receiving Party at such phone number), at the time such electronic mail is transmitted by the sending Party as shown by the electronic records of the sending Party in the case of electronic mail delivery, as the case may be; or (d) if delivered in person, upon receipt by the receiving Party. If email addresses are specified above, copies of electronic mail notices shall be sent to the receiving Party's indicated email addresses.

ARTICLE VI
CHANGES IN CIRCUMSTANCE/TERMINATION/EXTENSION

VI.1 **Early Termination Rights**.

(A) Seller's Early Termination Rights: In addition to any other rights to terminate under other provisions of this Power Purchase Agreement, Seller may terminate this Power Purchase Agreement at any time prior to Commercial Operation Date, on thirty (30) days written notice to Buyer, without further liability except as provided herein, if Seller (a) determines that the Solar Energy System cannot be built as planned or that its construction and operation would not be economically viable for Seller; or, (b) Seller is unable, after diligent efforts, to obtain or maintain required approvals from Governmental Authorities for the installation and operation of the Solar Energy System; and (c) Seller exercises such right to terminate no later than one hundred eighty (180) days from the full execution of this Power Purchase Agreement. If Seller exercises its early

termination right under this Section 6.1, Seller shall reimburse Buyer for any reasonable, documented costs incurred by Buyer in connection with the planned installation of the Solar Energy System, remove at its own expense any portion of the Solar Energy System that has been already installed, and repair at its own expense the Premises to its pre-installation condition. Seller shall be solely responsible for any and all costs and damages associated with the removal of the Solar Energy System under this Section 6.1.

(B) Buyer's Early Termination Rights: In addition to any other rights to terminate under other provisions of this Power Purchase Agreement, Buyer may terminate this Power Purchase Agreement at any time prior to Commercial Operation Date, on thirty (30) days written notice to Seller, without further liability except as provided herein.

VI.2 **Termination After an Event of Default**. Subject to the requirements of Section 8 of this Power Purchase Agreement, each Party may terminate this Power Purchase Agreement in the event of default by the other Party. If Seller terminates this Power Purchase Agreement due to a continuing Buyer Default in accordance with Section 8.3, Buyer shall pay Seller the Early Termination Fee upon such termination in accordance with Exhibit C to the Agreement.

VI.3 **Early Termination Fee as Liquidated Damages Not Penalty**. Buyer acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, payable in lieu of Seller's actual damages for, among other things, the cost, installation and removal of the Solar Energy System, resulting from the early termination of this Power Purchase Agreement under such terms as would require payment of the Early Termination Fee. Buyer further acknowledges that Seller's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Buyer's rights and obligations under this Power Purchase Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Buyer in lieu of Seller's actual damages.

VI.4 **Payment for Temporary Shutdown of the Solar Energy System**. The Buyer will pay the Seller actual costs for any Temporary Shutdown. The payment adjustment reflecting such actual costs shall be equal to the sum of (i) Seller's lost revenue from Energy sales during any period of Temporary Shutdown; and (ii) Seller's lost income from the sale of Environmental Attributes, including but not limited to any and all SRECs, Environmental Incentives and or Green Attributes. Seller will provide Buyer with a calculation of the anticipated lost revenues and additional costs to be incurred by Seller hereunder. Buyer will have thirty (30) calendar days to review the calculation and make, in writing, any objections to the calculation. Notwithstanding anything to the contrary herein, in the event Buyer requires any portion of the system to be temporarily disassembled, removed, moved, stored, reassembled, or recommissioned to access the roof/area, irrespective of the duration of the temporary shutdown, Buyer shall reimburse Seller's costs for the same.

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VI.5 **Buyer's Purchase Option**. Buyer shall have the option after the 10th anniversary of the Commercial Operation Date, and again at the end of the Contract Term, to purchase the Solar Energy System at the fair market value thereof. Buyer may exercise its purchase option by giving Seller no less than sixty (60) calendar days written notice at any time prior to such anniversary, as the case may be, to purchase the Solar Energy System. If Buyer provides timely notice of its exercise of such option, the Parties shall first attempt to agree on a fair market price for the Solar Energy System. If the Parties cannot agree on a value within thirty (30) calendar days from the date of Buyer's notice of its exercise of the option, fair market value shall be determined by an independent energy appraiser mutually acceptable to the Parties. In any case, 'fair market value' shall mean the price that would be established in an arm's-length transaction between an informed and willing buyer and an informed and willing seller for the equipment that comprises the System as installed at the Premises, without any pressure or duress to sell or buy. Buyer acknowledges that Seller makes no representation or promise as to the fair market value of the Solar Energy System at any future time, which shall be determined in accordance with this Section. If Buyer chooses to exercise its purchase option, (i) Buyer and Seller will promptly execute all documents necessary to (A) pass title to the Solar Energy System to Buyer, free and clear of any Liens (except those Liens which will be paid and removed by Seller upon receipt of the option price), and (B) assign all warranties for the Solar Energy System to Buyer. Buyer will pay the option price to Seller concurrently with the passage of title to the Solar Energy System.

VI.6 **Removal of Solar Energy System at Expiration, Early Termination or Event of Default Leading to Termination**. Unless Buyer exercises its purchase option as set forth in Section 6.5, Seller will remove the Solar Energy System from the Premises at the end of the Contract Term, upon any early termination of this Power Purchase Agreement, and/or upon termination following an Event of Default by the Buyer. Without waiving Seller's right to any Early Termination Fee that is or may be due under this Power Purchase Agreement under the appropriate circumstances, Seller shall pay all costs and expenses of removal. Subject to any limitations arising from inclement weather, labor shortages or Force Majeure Events, Seller shall remove the Solar Energy System within sixty (60) days of termination or expiration of this Power Purchase Agreement. The Premises will be returned to its original condition, except for Solar Energy System underground cabling and ordinary wear and tear. All of Buyer's obligations to provide access shall remain in full force and effect until removal is complete.

ARTICLE VII FORCE MAJEURE

VII.1 **No Liability If a Force Majeure Event Occurs**. Neither Seller nor Buyer will be liable to the other in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation because of a Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The non-performing party will be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed; *provided, however,* the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition, when such course is inadvisable in the reasonable discretion of the Party having such difficulty. Except as otherwise specifically provided in this Power Purchase Agreement, neither Party shall be considered in breach or default of this Power Purchase Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of an event of Force Majeure, however, shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

VII.2 **Notice**. In the event of any delay or non-performance resulting from a Force Majeure Event, the party suffering the Force Majeure event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance, (b) immediately exercise all reasonable efforts to minimize the delay or nonperformance caused by such Force Majeure Event, and (c) notify the other Party of the cessation or termination of such Force Majeure Event; *provided, however,* that a Party's failure to give timely notice shall not affect such party's ability to assert Force Majeure, unless the delay in giving notice materially prejudices the other party.

VII.3 **Termination Following Force Majeure Event**. If a Force Majeure Event shall have occurred that has affected either Party's performance of its obligations hereunder and should

continue for a period of one hundred eighty (180) consecutive days, then Buyer or Seller may terminate this Agreement upon thirty (30) days' written notice to the other Party. If at the end of such thirty (30) day written notice period, such Force Majeure Event is still in effect, this Agreement will automatically terminate. Upon such termination, neither Party shall have any liability to the other, save and except for Seller's obligations to remove the Solar Energy System in accordance with Section 6.6. Notwithstanding the foregoing, if the Solar Energy System is damaged or destroyed by a Force Majeure Event, Seller may, but shall have no obligation to, rebuild the Solar Energy System, and recommence delivery of Energy to Buyer. If Seller (i) notifies Buyer within sixty (60) days of the Force Majeure event that Seller intends to rebuild the Solar Energy System and recommence delivery of Energy to Buyer, and (ii) makes good faith efforts to order replacement panels and related equipment within ninety (90) days of the occurrence of a Force Majeure Event in furtherance thereof, then, upon recommencement of delivery of Energy to Buyer, all terms and conditions of this Power Purchase Agreement will and shall be deemed to be in full force and effect.

ARTICLE VIII DEFAULTS/REMEDIES

VIII.1 **Seller Defaults**. The following shall be events of defaults with respect to Seller (each, a **"Seller Default"**):

(A) If Seller or Seller's financer defaults on its obligation to finance the project contemplated by this Power Purchase Agreement.

(B) Seller fails to pay any undisputed amounts due Buyer pursuant to this Power Purchase Agreement, and such breach remains uncured for forty-five (45) days following notice of such breach to Seller.

(C) Seller breaches any material term of this Power Purchase Agreement and (A) Seller has failed to cure the breach within forty-five (45) days of Buyer's notice of such breach, or (B) if Seller has diligently commenced work to cure such breach during such forty-five (45) day period but additional time is needed to cure the breach, not to exceed a total of ninety (90) days from the date of Buyer's notice, Seller has failed to cure the breach within such ninety (90) day period.

(D) Seller (A) commences a voluntary case under any bankruptcy law; or, (B) fails to controvert, in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Seller in an involuntary case under any bankruptcy law; and, (C) any voluntary or involuntary bankruptcy proceeding commenced by or against Seller remains undismissed or undischarged, for a period of sixty (60) days.

VIII.2 **Buyer's Remedies**. If a Seller Default described in Section 8 has occurred and is continuing, Buyer may terminate this Power Purchase Agreement upon at least forty-five

(45) days prior, written notice to Seller, and if a Seller Default described in Section 8 has occurred and is continuing, Buyer may terminate this Power Purchase Agreement promptly upon the expiration of the cure period. In the event of a Seller Default, Buyer may also exercise any other remedy it may have at law or equity or under this Power Purchase Agreement, which may expressly include purchasing the Solar Energy System for Fair Market Value, or as may be determined through a negotiated settlement.

VIII.3 **Buyer Defaults**. The following shall be events of defaults with respect to Buyer (each, a **"Buyer Default"**):

(A) Buyer fails to pay any undisputed amounts due Seller pursuant to this Power Purchase Agreement, and such breach remains uncured for forty-five (45) Business Days following notice of such breach to Buyer.

(B) Buyer breaches any material term of this Power Purchase Agreement and Buyer has failed to cure the breach within forty-five (45) days after Seller's notice of such breach, or (B) if Buyer has diligently commenced work to cure such breach during such forty-five (45) day period but additional time is needed to cure the breach, not to exceed a total of ninety (90) days from the date of Seller's notice, Seller has failed to cure the breach within such ninety (90) day period.

(C) Buyer unreasonably refuses to sign authorizations needed to obtain any Environmental Attributes or Environmental Incentives or willfully breaches any term of the interconnection agreement required for interconnection of the Solar Energy System, if applicable, which interconnection agreement is attached hereto as Exhibit F.

VIII.4 **Seller's Remedies**. If a Buyer Default described in Section 8 has occurred and is continuing, Seller may terminate this Power Purchase Agreement upon forty-five (45) calendar days prior notice to Buyer. If a Buyer Default described in Section 8has occurred and is continuing, Seller may terminate this Power Purchase Agreement immediately upon the expiration of the respective cure periods set forth in such provisions; and, in addition to any other remedy hereunder, Seller may (i) cease the provision of Energy from the Solar Energy System, (ii) remove the Solar Energy System from the Premises in compliance with the terms of this Power Purchase Agreement, and (iii) as applicable, invoice Buyer for the Early Termination Fee pursuant to Section 6.4, and/or (iv) exercise any other remedy given under this Power Purchase Agreement, or now or hereafter existing at law or in equity or otherwise.

ARTICLE IX ASSIGNMENTS

IX.1 **Change of Control of Seller**. Any direct or indirect change of control of Seller (whether voluntary or by operation of law) shall be deemed an assignment that shall not require the prior written consent of Buyer, *provided* that any such change in control shall meet the requirements of a Qualified Assignee as defined herein.

IX.2 **Change of Control of Buyer**. Buyer may assign its interests in this Power Purchase Agreement to any entity that has acquired all or substantially all of Buyer's assets or business, whether by merger, acquisition or otherwise, without Seller's prior written consent, *provided that* no fewer than five (5) Business Days before such assignment Buyer (a) notifies Seller of such assignment and (b) provides to Seller a written agreement signed by the person or entity to which Buyer wishes to assign its interests stating that (i) such person or entity agrees to assume all of Buyer's obligations and liabilities under this Power Purchase Agreement, and (ii) it has the financial capability to perform all of Buyer's obligations under this Power Purchase Agreement.

IX.3 **General Prohibition on Assignments**. Except as provided below and in Article XI, neither Seller nor Buyer may voluntarily assign its rights nor delegate its duties under this Power Purchase Agreement, or any part of such rights or duties, without the written consent of the other Party. Neither Seller nor Buyer will unreasonably withhold, condition or delay any requested consent to an assignment that is allowed by the terms of this Power Purchase Agreement.

ARTICLE X LENDER ACCOMMODATIONS

X.1 **Buyer Acknowledgment**. Buyer acknowledges that Seller will be financing the Solar Energy System with financing accommodations from one or more financial institutions and that Seller's obligations will be secured by, among other collateral, a pledge or collateral assignment of this Power Purchase Agreement and a first security interest in the Solar Energy System. In order to facilitate such necessary financing, and with respect to any such financial institutions of which Seller has notified Buyer in writing (each, a **"Lender"**), Buyer agrees as set forth below.

X.2 **Consent to Collateral Assignment**. Seller shall have the right to assign this Power Purchase Agreement as collateral for financing or refinancing of the Solar Energy System, and Buyer, upon prior written notice by Seller, consents to the collateral assignment by Seller to the Lender of Seller's right, title and interest in and to this Power Purchase Agreement. In addition, Buyer shall in good faith work with Seller and Seller's lender to agree upon a consent by Buyer to collateral assignment of this Power Purchase Agreement.

X.3 **Lender's Rights Following an Event of Default**. Notwithstanding any contrary term of this Power Purchase Agreement:

(A) The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Power Purchase Agreement in accordance with the terms of this Power Purchase Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Power Purchase Agreement and the Solar Energy System.

(B) The Lender shall have the right, but not the obligation, to pay all sums due under this Power Purchase Agreement and to perform any other act, duty, or obligation required of Seller hereunder or cause to be cured any default or Event of Default of Seller

in the time and manner provided by the terms of this Power Purchase Agreement. Nothing herein requires the Lender to cure any default of Seller (unless the Lender has succeeded to Seller's interests) to perform any act, duty, or obligation of Seller, but Buyer hereby gives the Lender the option to do so.

(C) Upon the exercise of remedies under its security interest in the Solar Energy System, including any sale thereof by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to the Lender, the Lender will give notice to Buyer of the transferee or assignee of this Power Purchase Agreement; *provided, however*, that any sale, transfer or other disposition of the Solar Energy System by the Lender, whether by judicial proceeding or otherwise, shall be made solely to a Qualified Assignee. Any such exercise of remedies shall not constitute an Event of Default.

ARTICLE X1 . LENDER'S RIGHT TO CURE.

XI.1 **Lender's Right Upon Bankruptcy**. Upon any rejection or other termination of this Power Purchase Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer will enter into a new Power Purchase Agreement in substantially the form of this Agreement with Lender or its Qualified Assignee.

XI.2 **Lender's Right of Notification**. If Buyer exercises any right to terminate or suspend this Power Purchase Agreement and Buyer has provided notice in writing of an intent to terminate or suspend specifying the condition(s) giving rise to such right to Seller. Seller is obligated to notify all parties that have a security interest or financial ownership in the Solar Energy System within 3 business days of the receipt of such notice from the Buyer. In such an event, the Lender shall have the option to cure such conditions. Lender shall have the longer of forty-five (45) Business Days, or the cure period allowed for a default of that type under this Power Purchase Agreement, to cure the condition; provided that if the condition cannot be cured within such time but can be cured within an extended period, the Lender may have up to an additional ninety (90) days to cure the condition. Buyer's and Seller's

obligations under this Power Purchase Agreement will otherwise remain in effect and required to be fully performed during any cure period.

XI.3 If the Lender or its Qualified Assignee (including any purchaser which meets the definition of a Qualified Assignee) will acquire title to or control of Seller's assets and cures all defaults existing as of the date of such change in title or control within the time allowed by Section XI.2, then this Power Purchase Agreement will continue in full force and effect.

XI.4 If requested by the Lender, Buyer will make a commercially reasonable effort to provide the Lender with an acknowledgment and confirmation agreement from any owner or lessor(s) of Buyer, as may be applicable, stating that Seller is the owner of the Solar Energy System and that the Solar Energy System is the personal property of Seller.

ARTICLE XII DISPUTE RESOLUTION

XII.1 **Governing Law**. This Power Purchase Agreement is governed by and shall be interpreted in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of law.

XII.2 **Dispute Resolution**.

(A) **Good Faith Resolution of All Disputes**: In the event of any dispute arising under this Power Purchase Agreement (a "**Dispute**"), within ten (10) Days following the receipt of a written notice from either Party identifying such Dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the Dispute quickly, informally and inexpensively.

(B) **Binding Arbitration**. If the Parties are unable to resolve a Dispute arising hereunder through initial dialogue, the Parties may mutually agree to initiate binding arbitration as set forth in this Section. Such arbitration will be submitted to a single disinterested arbitrator, mutually agreed to by the Parties, with significant experience in the electric power industry. If the Parties cannot mutually agree on the selection of the arbitrator, the arbitrator will be selected in accordance with the Rules of the American Arbitration Association as they pertain to the selection of arbitrators. The arbitration will otherwise be conducted pursuant to the Commercial Rules of the American Arbitration Association, and any which may be applicable to the electric power industry. The arbitration proceedings will be conducted entirely within the **County of Middlesex, New Jerse**y. The arbitrator will be instructed to use all reasonable efforts to render a written decision setting forth its findings and conclusions within thirty (30) days of the date on which the arbitration proceedings are concluded, and the record closed. The arbitrator's decision concerning the item or items in dispute will be final and binding on the Parties. The cost of the arbitrator shall be borne equally by the

Parties.

(C) **Buyer's Option for Arbitration**. The right to arbitration does not apply to an event of default identified in Article VIII.

XII.3 **No Limitation on Emergent or Equitable Judicial Relief.** Notwithstanding any other provision of this Article or this Power Purchase Agreement to the contrary, neither Party shall be precluded from seeking judicial legal and/or equitable relief as that Party may deem necessary, with respect to any emergent circumstance, or any circumstance which may require equitable or similar remedies. Any such relief shall be sought in the appropriate federal or state courts of the State of New Jersey with competent jurisdiction in Middlesex County, New Jersey. The matter shall be construed under New Jersey Law without respect to choice of laws.

ARTICLE XIII INDEMNIFICATION

XIII.1 **Seller's Indemnity to Buyer**. Seller shall indemnify and hold harmless the Board of Education members, its attorneys, architects, and engineers (if any), and their respective agents, officers, employees and servants, from any and all claims, demands, suits, liability, damages and expenses, including reasonable attorney's fees, arising out of, resulting from, or in connection with this Agreement, which are caused by any error, omission, neglect, or intentional act of Seller. This indemnification provision shall also apply to any personal injury or property damage that arise out of or result from the acts or omissions of Seller in performing the work, or as a result of the following:

- The acts or omission of Seller, its agents, servants, officers, employees, subcontractors, subconsultants or any other person working at Seller's request, or on its behalf;
- the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from performance of the work or delivery of deliverables by the Seller, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Seller's request, or on its behalf;
- violation or non-compliance, with any federal, state, local or municipal laws, regulations, ordinances, building codes (including, without limitation, the Americans with Disabilities Act, OSHA, or Environmental Protection Act), arising from the performance or non-performance of, or arising out of conditions created or caused to be created by, Seller, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Seller's request, subject to its direction, or on its behalf; and
- the use of copyrighted or uncopyrighted information, composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the work.

XIII.2 **Buyer's Indemnity to Seller**. Buyer agrees that it will save, defend, indemnify and

hold harmless Seller and Seller's permitted successors and assigns and their respective subsidiaries, directors, officers, members, shareholders and employees (collectively, the **"Seller Indemnified Parties"**), from and against any and all damages and expenses, including reasonable attorney's fees, incurred by the Seller Indemnified Parties to the extent of Buyer's negligence in connection with this Power Purchase Agreement.

ARTICLE XIV LIABILITY AND INSURANCE

XIV.1 **Seller's Insurance.** Seller and all its subcontractors shall be liable to Buyer, its employees, officers, and agents, for injury, including bodily injury, death, damages to or destruction of property, resulting, in whole or part, from any negligent acts, errors or omission of Seller or its subcontractors in the performance of their services hereunder throughout the entire Term of the Agreement; including the period of removal of the Solar Energy System from the Premises. Seller shall procure, and shall require all subcontractors to procure, prior to the commencement of services, and maintain, at its expense until final acceptance by the Buyer of all services required under the RFP and this Agreement, insurance for liability for damages assumed under the terms of this Power Purchase Agreement, of the kinds and in the amounts provided below, with insurance companies authorized to do business in the State of New Jersey. All of the required insurance policies, except Workers Compensation, shall include the Buyer as an "additional insured." The insurance carriers shall have a rating of not less than "A-" in the current A.M. Best Manual and must be approved by the Buyer. Seller and/or subcontractors shall procure and maintain at all times during the Term of the Agreement the below-listed types of insurance with limits of liability in at least the amounts listed below:

A. Commercial General Liability Insurance. The minimum amount of liability shall be for $1,000,000 per occurrence (the combined single limit for bodily injury and property damage) and $2,000,000 aggregate, including projects, completed operations, and contractual liability insurance.
B. Workers' Compensation Coverage. Workers' Compensation and Employers' Liability Coverage shall be provided as statutorily required by the State of New Jersey for $1,000,000 for Employer's Liability Coverage of Awarded Bidder and/or subcontractors.
C. Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased, and rented vehicles used in connection with the services required by this project, with minimum liability limits of $1,000,000 per accident as a combined single limit for bodily injury and property damage.
D. Excess Liability Coverage. Excess liability coverage in the amount of not less than $5,000,000 shall be in the form of an Umbrella policy and shall specifically be endorsed to be in excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' compensation policy and the Comprehensive Automobile Liability policy. Alternatively, the Contractor may increase the primary limits of its Comprehensive General Liability Coverage, Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy to cover the Umbrella limit.
E. Professional Liability Insurance (Errors and Omissions) in the amount of $2,000,000 per claim. The insured must not have a deductible that is more than $10,000. A Design Consultant and/or a Construction Management Firm that performs Design Work in connection herein with the

SESs must maintain Professional Liability Insurance (Errors & Omissions) with coverage retroactive to the earlier date of the fully executed PPA or the date of a Notice-to-Proceed from the BOE.

F. Builder's Risk Insurance is required by the Awarded Bidder or Awarded Bidder's contractor with responsibility for delivering the construction services necessary to complete the project must maintain Builder's Risk Insurance in the form of "All Risk" property insurance, providing coverage for all risk of physical loss or damage to the property described hereunder in an amount equal to the total completed value of the project; including soft costs and development fees. The insured must not have a deductible that is more than $10,000. The Builder's Risk policy shall remain in effect until the Commercial Operation Date of all SESs.

G. Certificates of insurance for the required insurance coverage shall be submitted with the executed PPA. Insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption until the Commercial Operation Date. In addition, these certificates of insurance shall include a standard ACORD notice of cancellation provision (which shall provide for at least 30 days notice of any proposed cancellation) with the certificate holders listed as follows:

Monroe Township School District, Board of Education

XIV.2 **Seller's evidence of Insurance**. Upon the execution of this Power Purchase Agreement and annually thereafter, as well as at any time during the Term of the Power Purchase Agreement at Buyer's request; Seller shall deliver to Buyer certificates of insurance evidencing such coverage and naming the Buyer as a named insured as appropriate.

XIV.3 **Buyer's Insurance**. Buyer shall maintain, at its sole expense, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, endorsed to provide contractual liability in said amount, specifically covering Buyer's obligations under this Power Purchase Agreement and naming Seller as an additional insured thereon. Beyond the foregoing, Buyer shall otherwise maintain in full force and effect such other insurance it may carry upon the Premises in the general sense.

XIV.4 **Buyer's Workers Compensation Insurance**. Buyer (if it has employees) shall maintain at all times during the term of this Power Purchase Agreement Workers' Compensation insurance coverage in accordance with applicable requirements of Federal and State law.

XIV.5 **Buyer's Evidence of Insurance**. With the execution of this Power Purchase Agreement and upon Seller's request annually thereafter, Buyer shall deliver to Seller certificates of insurance evidencing such coverage. These certificates shall specify that Seller as additional insured, shall be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation, or termination of coverage as required in Section 14. This insurance coverage shall be primary coverage, without the right of contribution from any insurance of Seller

covering the Solar Energy System or otherwise. Any other insurance maintained by Buyer is for the exclusive benefit of Buyer and shall not in any manner inure to the benefit of Seller.

ARTICLE XV CONFIDENTIAL INFORMATION

XV.1 **Definition of Confidential Information**. The following constitutes **"Confidential Information,"** whether oral or written, which is delivered by Seller to Buyer or by Buyer to Seller including, but not limited to (i) proposals and negotiations before the Commercial Operation Date concerning this Power Purchase Agreement and (ii) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (A) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Power Purchase Agreement; (B) information that becomes publicly available through no fault of the recipient after the time of the delivery; (C) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; (D) information that the recipient independently developed without a violation of this Power Purchase Agreement; and, (E) disclosure required through formal requests for public information under local state and or federal procedures or Laws, including the New Jersey Open Public Records Act and the New Jersey common law principles governing records disclosure.

XV.2 **Duty to Maintain Confidentiality**. Buyer and Seller agree not to disclose Confidential Information received from the other to anyone (other than Buyer's and Seller's affiliates, counsel, consultants, lenders, prospective lenders, purchasers, prospective purchasers, investors, prospective investors, contractors constructing or providing services to the Solar Energy System (including but not limited to suppliers), employees, officers and directors who agree to be bound by the provisions of this Article), without the deliverer's prior written consent. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (i) to be made to Governmental Authorities by any requirements of Law, (ii) pursuant to an order of a court; (iii) in order to enforce this Power Purchase Agreement or (iv) through formal requests for public information under local state and or federal procedures or Laws, including the New Jersey Open Public Records Act and the New Jersey common law principles governing records disclosure. Notwithstanding the foregoing, the originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion. In the event a recipient is required by Law or by a court or regulatory agency to disclose Confidential Information, the recipient will, to the extent possible, notify the deliverer at least five (5) Days in advance of such disclosure so that the deliverer can determine whether to contest any such disclosure.

XV.3 **Irreparable Injury; Remedies**. Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article may cause irreparable harm, and that the harmed party may therefore seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

ARTICLE XVI MISCELLANEOUS

XVI.1 **Entire Agreement; Integration; Exhibits**. This Power Purchase Agreement, together with the Exhibits attached hereto, including the Request for Proposals, and that certain Photovoltaic System Site Lease Agreement of even date herewith and appended hereto, constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof, and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits, including the Request for Proposals, attached hereto are integral parts hereof and are made a part of this Power Purchase Agreement by reference as if set forth at length. In the event of a conflict between the provisions of this Power Purchase Agreement and those of any Exhibit, the provisions of this Power Purchase Agreement shall prevail, unless the Exhibit or Request for Proposal provide for a greater benefit to the Buyer.

XVI.2 **Amendments**. This Power Purchase Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer.

XVI.3 **Industry Standards**. Except where a higher standard may be expressly required by the terms of this Power Purchase Agreement, for the purpose of this Power Purchase Agreement, the normal standards of performance within the solar photovoltaic power generation industry shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

XVI.4 **No Partnership or Joint Venture**. Seller, and the agents and employees of Seller, in the performance of this Power Purchase Agreement, shall act in an independent capacity as independent contractors, and not as officers or employees or agents of Buyer. This Power Purchase Agreement shall not impart any rights enforceable by any third party (other than a permitted lender, successor or assignee bound to this Power Purchase Agreement).

XVI.5 **Time**. Time is of the essence in this Power Purchase Agreement.

XVI.6 **Unenforceable Provision**. In the event that any provision of this Power Purchase Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Power Purchase Agreement have force and effect and shall not be affected thereby. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the intent and purpose of the affected provision and this Power Purchase Agreement as a whole shall be so construed.

XVI.7 **Counterparts**. This Power Purchase Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

XVI.8 **Electronic Mail Delivery**. This Power Purchase Agreement may be duly executed and delivered by a Party by execution and electronic mail of the signature page of a counterpart to the other Party, and, if delivery is made by electronic mail, the executing Party shall promptly

deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Power Purchase Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

DESCRIPTION OF PREMISES AND SOLAR ENERGY SYSTEM

Attach Site Plan and Site Address

As well as

Attach Final Solar Energy System Designs for each SES after final design approval from BOE and Code.

EXHIBIT B

YEARLY ENERGY PRICE

Attach the Proposal Form from the Awarded Bidder's proposal

During the entire Term, the price per KWh shall NOT exceed the current rate listed in year 1 of the Proposal Form that the RFP set as the current electric rate for the facilities as of the issuance of the RFP.

EXHIBIT C

EARLY TERMINATION FEE

To be attached prior to execution. The Early Termination Fee payment <u>does not</u> constitute a purchase by the Buyer. It is intended to provide a limit on liability if the BOE needs to end the contract prior to the 15-year Term.

(Please Provide such fees in $/Watt dc)

YEAR OF TERM	$/Watt dc
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

EXHIBIT D

POINT OF DELIVERY

Attached once final design is submitted for Utility interconnection approval, describing the interconnection of the Solar Energy Systems with the Building Electrical Systems. Include a copy of the Utility Required Safety and Monitoring Equipment for this Point of Delivery and cost estimates.

EXHIBIT E

EMERGENCY CONTACT INFORMATION

BUYER: **SELLER:**

EXHIBIT F

COPY OF EXECUTED INTERCONNECTION AGREEMENT

Attached once local Utility approval is granted

EXHIBIT G

LEASE AGREEMENT

SOLAR PHOTOVOLTAIC LEASE AGREEMENT

THIS SOLAR PHOTOVOLTAIC LEASE AGREEMENT (this "**Lease**" or "**Agreement**"), is entered into as of_____(the "**Effective Date**"), by and between Lessor and Lessee as defined below. Lessor and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

ARTICLE I **Definitions**. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Power Purchase Agreement, or in this Section 1:

"**Lessor**" means _____.

"**Lessee**" means _____.

"**Power Purchase Agreement**" or "**PPA**" means that agreement between Lessor and Lessee for the production and sale of solar photovoltaic-generated electricity.

"**Premises**" means that certain real property and structure(s) thereon, as more particularly described within the PPA and incorporated herein by this reference.

"**Rent**" means an annual payment from Lessee to Lessor of Ten Dollars and NO/100 Cents (U.S. $10.00).

ARTICLE II **Agreement to Lease**. In consideration of the payments and covenants herein contained, as well as those contained within the PPA, Lessor does hereby grant, demise and lease unto Lessee, and Lessee does hereby accept, a lease for exclusive use for solar energy conversion by Lessee through Solar Energy System location upon a portion of the Premises for that specific use, which shall include the nonexclusive right for ingress and egress to the Solar Energy System located thereon.

ARTICLE III **Lease Term**. This Lease shall be effective as of the Effective Date. The term of this Lease (the "**Term**"), shall be commensurate with the term of the Power Purchase Agreement, and this Lease shall expire or terminate in accordance with the Term thereof.

ARTICLE IV Rent. Beginning on the Effective Date hereof, Lessee shall pay to Lessor the initial Rent payment, and thereafter, on each anniversary of the Commercial Operation Date during the Term, as that term is defined in the PPA.

ARTICLE V **Use of Premises by Lessee**.

V.1 **Permitted Uses**. This Lease is for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, the "**Operations**"), including, without limitation:

(i) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data.

(ii) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (a) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment (the "**Solar Energy Equipment**"); (b) control boxes and computer monitoring hardware associated therewith; (c) signs and fences; and, (d) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, metering, conducting, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Equipment, collectively, the "**Solar Energy System**");

(iii) removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant, or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or another object, on or that intrudes (or upon maturity could intrude) into or over the Premises that could obstruct, interfere with, or impair the Solar Energy System or the use of the Premises intended by Lessee hereunder; and excavating, grading, leveling and otherwise modifying the land, all in Lessee's sole discretion as Lessee may deem desirable or necessary in connection with Lessee's intended use of the Premises under this Lease, *provided however* that in all cases the foregoing shall be subject to the consent of the Lessor, which shall not be unreasonably withheld given the goals and objectives set forth in the PPA;

(iv) the right of nonexclusive parking, access, ingress to and egress from the Solar Energy System over, under, and along the Premises; and,

(v) undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate or convenient in connection with Lessee's rights hereunder.

V.2 **<u>Exclusive Use as to Solar Resources</u>**. Lessee shall have the sole and exclusive right to convert all of the solar energy generation resources of, and to conduct Operations on, the Premises. Lessor shall not grant any rights in the Premises purporting to permit others to conduct solar energy generation activities on the Premises in derogation of Lessee's sole and exclusive right to conduct such Operations on the Premises. Without the prior written consent of Lessee, Lessor shall not grant, confirm, acknowledge, recognize or acquiesce in any right claimed by any other person to conduct solar energy generation operations on the Premises, whether arising in judicial proceedings or otherwise, and Lessor agrees to give Lessee notice of

any such claims or proceedings with respect to such claims, and to reasonably cooperate with Lessee in resisting and disputing such claims.

V.3 **Grant of Solar Easement**. Lessor hereby grants Lessee a revocable easement on, over, and above the Premises for the free passage of solar radiation to the Solar Energy System. Any obstruction to the passage of direct solar radiation across the Premises to the Solar Energy System by Lessor or persons other than Lessee or a tenant or assignee of Lessee is prohibited. Trees, structures, and improvements located on the Premises as of the Effective Date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessor may not place or plant any trees, structures or improvements on the Premises after the Effective Date of this Lease that may, in the Parties' mutual judgment, impede or interfere with the passage of direct solar radiation to the Solar Energy System, unless Lessor has received prior written approval from Lessee for any such trees, structures or improvements. Lessee and Lessor further agree to execute and record such instruments or addenda to this Lease as may be required under applicable state or local law to evidence the easement granted in this Section 5.3. Lessor further agrees that it will not voluntarily acquiesce to any proposed variance, amendment or other modification of applicable local or state law, which would adversely impact the easement, or the rights granted to Lessee in this Section 5.3.

ARTICLE VI **Permits and Governmental Approvals**. Lessee shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Operations or proposed Operations; and Lessor shall promptly upon request, execute, and, if appropriate, cause to be acknowledged, at Lessee's expense, any reference plan, application, postponement, partial discharge, document or instrument (including any variance, severance encroachment agreement, site plan agreement, development agreement or setback waiver) that is reasonably requested by Lessee in connection therewith, or to otherwise effectuate the Power Purchase Agreement and this Lease. Lessor shall cooperate with Lessee as necessary to obtain any governmental approvals, at no cost or expense to Lessor, provided that Lessee shall reimburse Lessor for its reasonable out-of-pocket expenses directly incurred in connection with such cooperation.

ARTICLE VII **Payment of Taxes**. Each of Lessee and Lessor shall be responsible to pay or cause to be paid any and all taxes relating to or arising from the installation of the Solar Energy System and the generation of electricity therefrom, in accordance with the provisions of the Power Purchase Agreement, and State and federal law.

ARTICLE VIII **Liens**. Lessor and Lessee shall keep the other's interest in the Premises free and clear of all construction liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) use of the Premises, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within sixty (60) days after it receives notice thereof, provide a bond or other security as the other Party may reasonably request, pay the required amount into court

to obtain a discharge of such lien or remove any such liens from the Premises pursuant to applicable law.

ARTICLE IX **Maintenance of Premises; Liability Waiver**.

IX.1 **Maintenance**. Throughout the Term, Lessee shall, at Lessee's sole cost and expense, maintain the Solar Energy System and the Premises used by Lessee in Lessee's Operations, in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies with jurisdiction. Lessee shall not unreasonably clutter the Premises and shall collect and dispose of any and all of Lessee's refuse and trash.

IX.2 **Failure to Comply**. If Lessee fails to comply with any obligation of Lessee under this Article 9, Lessor shall have the right but not the obligation to take such corrective measures as Lessor deems necessary in its sole discretion, and charge the reasonable cost and expense thereof to Lessee as additional rent due within thirty (30) days of any invoice for the same.

IX.3 **Damage to Property**. Lessee shall be responsible for any and all damage caused to Lessor's Premises as a result of Lessee's use of the Premises in accordance with this Agreement.

ARTICLE X **Security**. Subject to and without waiving Lessor's duties set forth in Section 3 of the Power Purchase Agreement, Lessee shall be solely responsible for providing such security measures as Lessee deems, in its sole discretion, are or may be necessary for the protection of the Solar Energy System, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the Solar Energy System, or injury or damage to persons or property on the Premises.

ARTICLE XI **Insurance**. At all times during which Lessee is conducting any activities on the Premises, and at all times during the Term, Lessee shall, at its own cost and expense, obtain and maintain in effect such insurance as required by the Power Purchase Agreement.

ARTICLE XII **Indemnity**. Lessee shall save, defend, indemnify, and hold harmless Lessor in accordance with, and subject to, the terms of the Power Purchase Agreement.

ARTICLE XIII **Hazardous Materials**. Hazardous Materials is defined as a "hazardous substance," "hazardous material," "toxic substance" or "solid waste" in any federal, state or local law, statute, or ordinance. Should any claim or action be brought against Lessor or in connection with the Premises with respect to any of the foregoing, Lessor shall immediately notify Lessee and shall indemnify Lessee from all costs associated with such claim or action to the extent that any such claim or action is attributable to the willful misconduct or negligence of the Lessor.

Lessee covenants and agrees that it (i) shall not use, store, dispose of or release on the Premises, or (ii) cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's Operations, any Hazardous Material, except in such quantities as may be required in its normal business operations or as may be permitted by law in connection therewith, and only if such use is not harmful to Lessor or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against Lessee in connection with its operations with respect to any of

the foregoing, Lessee shall immediately notify Lessor and shall indemnify Lessor from all costs associated with such claim or action to the extent that any such claim or action is attributable to the willful misconduct or negligence of the Lessee.

ARTICLE XIV **Default**. In the event of any alleged default or failure to perform any obligation under this Lease, each of Lessor and Lessee shall have the rights and obligations relating thereto set forth in the Power Purchase Agreement.

ARTICLE XV Surrender and Restoration.

XV.1 **Surrender**. Except as specifically authorized in the Power Purchase Agreement, upon any termination, surrender, or expiration of this Lease, Lessee shall remove the Solar Energy System and shall peaceably deliver up to Lessor possession of the Premises or any part thereof, and other rights granted by this Lease, and shall execute, at Lessor's request, any and all reasonable documents needed to record or evidence such termination.

XV.2 **Restoration**. Upon any termination, surrender, or expiration of this Lease, Lessee shall restore the Premises in accordance with and subject to Section 6.6 of the Power Purchase Agreement.

ARTICLE XVI Certain Protective Covenants.

XVI.1 Quiet Enjoyment. As long as Lessee observes the terms and conditions of this Lease, Lessor warrants, covenants and agrees that Lessee shall peaceably hold and enjoy the Premises, and any and all other rights granted by this Lease, for its entire Term without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, except as expressly provided in this Lease.

XVI.2 Warranty of Title to Lands. Lessor hereby warrants with respect to the Premises that (1) Lessor is the registered and beneficial owner of the Premises in fee simple, with good and marketable title thereto, (2) Lessor, previous to the time of execution of this Lease, has not leased the Premises, or any part thereof, under any lease or other instrument that is currently effective that would interfere with the rights conveyed pursuant hereto, (3) the leasehold estate created hereby with respect to the Premises is free from encumbrances done, made, or suffered by Lessor, or any person claiming under Lessor, except for such encumbrances as are disclosed in writing to Lessee prior to the full execution of this Lease, and (4) all persons having any ownership interest in the Premises have consented to the execution of this Lease.

XVI.3 Observance of Laws and Covenants. Lessee shall use the Premises granted by this Lease only for the purposes stated herein and shall conduct its Operations on the Premises in a lawful manner after obtaining all necessary permits and government approvals. Lessee will carry out its responsibilities and exercise any rights which it possesses under this Lease in a manner which is consistent with all applicable laws, rules, ordinances, orders and regulations of governmental agencies.

ARTICLE XVII Consent to Mortgage.

XVII.1 Consent. Once per calendar year, Lessee may , with the prior written consent of Lessor, encumber Lessee's interest in this Lease and the Premises by one or more charges/mortgages, deeds of trust or other real or personal property security instruments (each a "**Mortgage**"), provided that any Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of Lessor and further provided, that Lessee shall promptly upon the execution of any Mortgage deliver a true copy thereof to Lessor. Nothing contained in such Mortgages shall release or be deemed to relieve Lessee from full and faithful observance and performance of the terms, covenants and conditions herein contained to be observed and performed by Lessee, or from any liability for the non-observance or non-performance of any of the terms and conditions hereof, nor be deemed to constitute a waiver of any rights of Lessor hereunder, except as may be expressly provided for herein.

XVII.2 Should Lessee seek Lessor's written consent to encumber Lessee's interest in this Lease and the Premises more than once per calendar year, Lessee shall agree to reimburse Lessor for its attorneys' fees associated with said written consent in an amount not to exceed One Thousand and 00/100 Dollars ($1,000.00) per written consent.

XVII.3 Statement by Lessor. At the request of Lessee or a Mortgagee, Lessor (a) shall execute, acknowledge and deliver to such Lessee or Mortgagee, a written statement declaring: (i) either that the Lease is unmodified and in full force and effect, or the manner in which the Lease had been modified and whether the Lease as so modified is in full force and effect; (ii) the dates to which Lessee's monetary obligations hereunder have been paid in advance;

(iii) whether Lessee is or is not then in default hereunder; and (iv) whether any past defaults have been fully cured, and (b) shall enter into any reasonable non-disturbance agreements with any Mortgagee which requests such an agreement providing that Lessor shall recognize the rights of such Mortgagee and not disturb its possession of the Premises so long as Lessee is not in default of any of the provisions of this Lease.

ARTICLE XVIII **Protection of Mortgagee**. Any Mortgagee of any interest of Lessee hereunder shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protection:

XVIII.1 **No Amendment**. Lessor shall not agree to any amendment or modification of the Lease which would materially adversely affect the Mortgagee's interest in the Lease or agree to any mutual termination or accept any surrender of this Lease, nor shall any such amendment, termination, modification or surrender be effective, without the written consent of the Mortgagee.

XVIII.2 **Notice of Default**. Notwithstanding any default by Lessee under this Lease, Lessor shall have no right to terminate this Lease unless and until Lessor shall first have given Mortgagee(s) written notice of Lessee's default and failure to cure same within the period(s) specified in Article 8 of the Power Purchase Agreement, and thereafter afforded Mortgagee(s) an opportunity to cure such default within the period(s) specified in the Power Purchase Agreement, and Mortgagee(s) shall have failed to effect the cure of such default within the period(s) specified in the Power Purchase Agreement.

XVIII.3 **Right to Perform**. Mortgagee shall have the right at any time to pay any Rent due hereunder, and to perform or cause to be performed any other obligation of Lessee, at or within the time such payment or performance is required under this Lease. Nothing in this Lease shall be construed to obligate Mortgagee to cure any default of Lessee.

XVIII.4 **Right to Cure**. Mortgagee shall be entitled to remedy any default under this Lease in the manner and on the same terms as granted to Lessee in Article 8 of the Power Purchase Agreement.

XVIII.5 **Foreclosure**. If Lessee's First Mortgagee (meaning the Mortgagee whose Mortgage is registered first on title in time) becomes the assignee of this Lease by means of foreclosure or transfer in lieu thereof, such First Mortgagee shall be personally liable under this Lease only for the period First Mortgagee remains a Lessee hereunder, provided that any subsequent assignee or Lessee shall assume and agree to be bound by all the terms and conditions of this Lease, and further provided that any assignee shall be a Qualified Assignee, as that term is defined within the Power Purchase Agreement.

XVIII.6 **Termination of Lease**. If this Lease shall terminate prior to the expiration of the Term for any reason, including without limitation, as a result of the bankruptcy of Lessee, by operation of law or because of a failure to cure a default, Lessor agrees to enter into a new lease in recordable form with the Mortgagee which holds the most senior lien against Lessee's

leasehold estate and demands such new lease within thirty (30) days following receipt of Lessor's notice of termination. Such new lease shall contain the same terms and provisions as this Lease. Lessor's obligation to enter into a new lease as provided herein is conditioned upon the cure of any and all defaults under this Lease other than defaults, if any, that are unique to the defaulting Lessee which cannot be cured by the payment of money or the acts of the curing Mortgagee.

XVIII.7 **Assignment Following Foreclosure or Termination**. In the event (i) that any Mortgagee acquires Lessee's leasehold estate hereunder following judicial foreclosure of, or exercise of the power of sale contained in, any Mortgage or by a transfer in lieu thereof; or

(ii) any Mortgagee enters into a new lease as contemplated herein, such Mortgagee shall have the right to assign or transfer this Lease or any such new lease, one time only, to any person or entity without Lessor's consent, provided notice of such assignment is given to Lessor, and provided further that any such assignee or transferee is a Qualified Assignee as defined in the Power Purchase Agreement. The liability of such Mortgagee under this Lease or any such new lease shall cease upon the assignment, provided that the assignee agrees to perform each and every obligation of Lessee under this Lease or such new lease, that there is no default under this Lease or any such new lease, and the assignee is a Qualified Assignee. The right of such Mortgagee to assign this Lease or any such new lease as provided herein, is conditioned upon the cure of any and all defaults under this Lease as of the time of such assignment, other than defaults, if any, that are unique to the defaulting Lessee which cannot be cured by the payment of money or the acts of the curing Mortgagee.

XVIII.8 **No Merger**. In the event Lessee acquires fee ownership of the Premises, or in the event of Lessee's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Lease with the fee, without the prior written consent of all Mortgagees and without the prior approval of the Lessor taken in accordance with action in accordance with applicable Law.

XVIII.9 **Easements Not Terminable**. Any Easement entered into by Lessee pursuant to the terms of this Lease shall not be terminable by Lessor because of a breach of this Lease, unless all Mortgagees shall have received notice of such breach and have failed to cure such breach pursuant to this Section 18 and Article 8 of the Power Purchase Agreement.

XVIII.10 **Further Amendments**. Lessor and Lessee shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed Mortgagee, and complies with the applicable provisions of the Power Purchase Agreement and those of controlling law, including but not limited to the New Jersey Public Schools Contracts Law; *provided, however*, that any such amendment does not impair any of Lessor's rights under this Lease or the PPA in any material respect, or increase the burdens or obligations of Lessor hereunder or thereunder.

XVIII.11 **Miscellaneous**.

XVIII.12 **Notices**. All notices given or permitted to be given hereunder shall be in writing and delivered in accordance with the terms of the Power Purchase Agreement.

XVIII.13 **Further Assurances**. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Lease, and to give full force and effect to each and all of the provisions thereof.

XVIII.14 **Approvals and Consents Generally**. Whenever in this Lease the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld and/or delayed, nor shall it be conditioned upon the payment of money not otherwise due hereunder.

XVIII.15 **Severability**. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby.

XVIII.16 **Governing Law**. This Lease shall be governed by the laws of the State of New Jersey.

XVIII.17 **Entire Agreement**. This Lease and the exhibits attached hereto, together with the Power Purchase Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter contained herein. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Lease, or within the pertinent provisions of the Power Purchase Agreement.

XVIII.18 **Condition of Premises**. Lessor warrants and represents as of the Effective Date and to the best of its knowledge, information and belief, that it knows of no physical conditions of the Premises that would prevent or significantly restrict Lessee's development of the Premises for the purposes specified in this Lease or in the PPA, or that could, with the passage of time, or the giving of notice, constitute a violation of any governmental law, ordinance, order, rule or regulation.

XVIII.19 **Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

XVIII.20 **Effect of Termination**. Any termination of this Lease pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination, or any rights, duties or obligations of the Parties set forth in the Power Purchase Agreement.

XVIII.21 **Counterparts**. This Lease may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed an original.

XVIII.22 **Force Majeure**. Each Party's rights, duties and obligations with respect to this Lease upon and after a Force Majeure Event shall be as set forth in the Power Purchase Agreement.

XVIII.23 **Ownership of the Solar Energy System**. Unless and until such time as title to the Solar Energy System is transferred to Lessor in accordance with the Power Purchase Agreement, the Solar Energy System shall not be deemed to be a permanent fixture to the Premises (even if permanently affixed to the Premises) and shall be and remain the sole property of the Lessee.

XVIII.24 **No Partnership or Similar Association**. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee, or independent contractor pursuant to the Power Purchase Agreement.

XVIII.25 **Recordation of Lease or a Memorandum of Lease**. The Parties agree that either this Lease, or a Memorandum of Lease, may be recorded in the real property records of the county in which the Premises are located. At the sole cost of the Lessee and if desired in lieu of recording the Lease, the Lessee may prepare a Memorandum of Lease for recording as contemplated hereunder. Lessor agrees to execute the Memorandum of Lease if same is desired for recordation hereunder, and thereafter the Lessee may record the same in the real property records of the county in which the Premises is located.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

"**LESSOR**"	"**LESSEE**"
By: _____	By: _____
Name:_____ Date:	Name:_____ Date:
_____	_____

Exhibit H
(Copy of the Issued Request for Proposal for Reference on Bidding Requirements)

IN WITNESS WHEREOF, the Parties have caused this Power Purchase Agreement to be duly executed as of the dates written below.

SELLER:

Date: _____

By:_____
Name:_____
Title: _____

BUYER:

Date: _____

By:_____
Name:_____
Title: _____

Monroe Township School District SOLAR POWER PURCHASE AGREEMENT

Buyer: Monroe Township School District, Board of Education
Buyer's Representative:

State of New Jersey)
) ss.
County of_____)

On_____(Date) before me,_____(insert Seller's representative name), personally appeared and is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

Print Name: _____

My commission expires: _____

Seller Company:
Seller's Representative:

State of New Jersey)
) ss.
County of_____)

On_____(Date) before me,_____(insert Seller's representative name), personally appeared and is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

Print Name: _____

My commission expires: _____