ADVERTISEMENT OF PUBLIC NOTICE

Request for Proposals for Solar Power Purchase Agreement

Notice is hereby given that pursuant to the Local Public Contracts Law competitive contracting process, N.J.S.A. 18A:18A-1 et seq., sealed proposals ("Proposals") will be received by the Middle Township Public School District Board of Education (also referred to as the "BOE") from qualified providers to provide electric to be generated by a solar photovoltaic power system ("PV System") to be installed at the following schools: (1) High School, (2) Middle School, (3) Elementary School #1, (4) Elementary School #2, and (5) Administration Building. All proposers shall provide proposals which include all the schools. In addition, proposers may include alternate offers in their submittal. The sealed Proposals will be opened and read in public at the Middle Township School District Board of Education Office located at 216 South Main Street, Cape May Courthouse, NJ 08210 on **Tuesday, December 15th, 2026 at 10:00 AM prevailing time.**. To request a copy of the Request for Proposal ("RFP"), please email:

Colin O'Malley
JDC Energy Services, a Veregy Company
colin.omalley@jdcenergyservices.com

The solar energy will be provided to the Middle Township Public School District Board under a **Power Purchase Agreement ("PPA").** The PV System being considered is a roof mounted system. Proposals must be accompanied by a Certificate of Consent of Surety as per N.J.S.A 18A:18A-25 from a Surety company authorized to do business in the State of New Jersey and acceptable to the Middle Township School District Board of Education and stating that it will provide the bidder and all subcontractors, if successful, with a performance/payment bond in the full amount of the cost of construction. Each proposal shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of twenty thousand and 00/100 ($20,000.00) dollars, made payable to the Middle Township School District Board of Education.

The proposer awarded the contract pursuant to this RFP must comply with the requirements of the Public Contracts Law, N.J.S.A. 18A:18A-1 et seq., and any other applicable statutes and regulations as set forth in the terms and conditions of the RFP.

Proposers 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. Pursuant to the "Public Works Contractor Registration Act" (P.L 1999, c238), proposers and their subcontractors are required to be registered with the New Jersey Department of Labor ("Department") and to possess a current certificate by the Department indicating compliance with the Act. In addition to the foregoing, all proposers must provide a valid Business Registration Certificate issued by the New Jersey Department of Treasury - Division of Revenue.

A Pre-Proposal Conference will be held on Tuesday, November 10, 2026 @ 10:00 am at the Middle Township School District Board of Education office at 216 South Main Street, Cape May Courthouse, NJ 08210. ATTENDANCE IS STRONGLY ENCOURAGED. An optional inspection of select facilities will occur immediately following the Pre-Proposal Conference. Additional surveys can be conducted by appointment only.

The issuance of this RFP is not intended to, and shall not be construed to, commit the BOE to execute any agreement. Neither the BOE, nor any of its consultants, shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response to this RFP, nor will there be any reimbursement to Proposers for the cost of preparing the Proposal or for participating in the RFP process. By submitting a Proposal in response to this RFP, the proposers accept and consent to the procurement process selected by the BOE, and the proposer waives any and all claims to same.

All Proposals will become the property of the Middle Township School District Board of Education and will not be returned. Reasonable efforts will be taken by the BOE to keep confidential, as permitted by law, such information that is properly identified by the proposer as being confidential or proprietary in nature. The BOE reserves the right to reject Proposals that are not received at the time and in the manner designated by this RFP. Any and all Proposals may be rejected if deemed by the BOE to be in its best interests.

BY ORDER OF Middle Township School District Board of Education

Patricia Swanson
School Business Administrator/Board Secretary
Middle Township Public Schools
216 South Main Street
Cape May Court House, NJ 08210

1. Introduction

The Middle Township School District Board of Education ("BOE") is currently in the Investment Grade Audit phase of a district-wide Energy Savings Improvement Program ("ESIP"). The BOE awarded a contract to JDC Energy Services, LLC ("JDC") a Veregy Company as its Energy Savings Company ("ESCO") to implement the ESIP which shall include this project.

The BOE will accept proposals from solar financier/developers through this request for proposals ("RFP") for the installation of a solar photovoltaic system ("PV System") to be installed at the following schools: (1) High School, (2) Middle School, (3) Elementary School #1, (4) Elementary School #2, and (5) Administration Building. In addition, proposers may include alternate offers in their submittal. The base offer PV System shall be roof-mounted systems. Work may be required in some areas in order to provide and/or maintain a roof warranty for the life of the PPA and the cost of same shall be included as a PPA price adder for the installation of the PV System to be performed by and paid for by the awarded proposer of this RFP.

Included in this RFP is information about the BOE planned solar project, to aid each respondent with its Proposal. The BOE will evaluate and select a company based upon the received Proposals in order to move forward with the final development and installation of the PV System (hereinafter sometimes referred to as the "Solar Project").

The BOE's goals for this Solar Project are to:

- Maximize savings through a lower electric rate provided by a PPA (as defined in this RFP)
- Offset as much of the BOE's electric load as possible;
- Inspire sustainability within the community; and,
- Provide a safe installation of the Solar Project for firefighters and first responders in the event of emergency.

The BOE is requesting proposed PPA rates based upon the information contained in this Proposal. Providers submitting Proposals ("Proposers") must have the ability to offer PPA financing. Given the multiple facets that constitute a solar development project, multiple parties may jointly submit Proposals in partnership. Proposals will be evaluated based on the qualifications of the Provider, scope of services to be provided, and PPA financing terms offered (consistent with the form of PPA attached hereto as Schedule 1). Providers should use this RFP as a guide for organizing their Proposal but are encouraged to expand upon, refine, or suggest alternative approaches based on previous experience with similar projects. The Proposal shall be in accordance with the RFP Requirements and fully comply with the requirements of the Department of Energy ("DOE"), Division of Consumer Affairs ("DCA"), Public School Contracts Law, Office of Clean Energy Requirements for renewable energy systems and the New Jersey Board of Public Utilities ("BPU").

The issuance of this RFP is not intended to, and shall not be construed to, commit the BOE to execute any agreement. Neither the BOE, nor any of its consultants, shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response to this RFP, nor will there be any reimbursement to Proposers for the cost of preparing the Proposal or for participating in the RFP process. By submitting a Proposal in response to this RFP, the Proposers accept and consent to the procurement process selected by the BOE, and the Proposer waives any and all claims to same.

All Proposals will become the property of the BOE and will not be returned. Reasonable efforts will be taken by the BOE to keep confidential, as permitted by law, such information that is properly identified by the Proposer as being confidential or proprietary in nature.

The submission of a Proposal will constitute a conclusive and binding representation by the Proposer that the Proposer has agreed to, and complied with, every requirement of this RFP, that the procurement

process chosen by the BOE has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performance hereunder.

Sealed responses to this RFP must be submitted no later than **Tuesday, December 15th, 2026 at 10:00 AM** prevailing time, where the Proposals will be publicly opened. The Proposals should be addressed to Patricia Swanson, Business Administrator/Board Secretary at the address provided below. It is the Proposer's responsibility to see that the Proposal is delivered prior to the time set for the Proposal opening and at the place provided. No Proposal shall be opened by the BOE representative until the time set forth for the Proposal openings. No Proposal or modification received after the Proposal opening time will be considered. The BOE reserves the right, in its best interest, to reject any and all Proposals and to waive any technical defect or informality on any Proposals received.

It shall be understood that any addenda issued from time to time to provide additional information to the Proposers shall become an integral part of this RFP. No oral interpretation of any portion of the RFP or PPA will be given to any Proposer. 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 Proposer's acknowledgment of its exclusive responsibility to obtain and utilize all addenda. All addenda shall be posted on the BOE website

The issuance of this RFP is not intended to, and shall not be construed to, commit the BOE to execute any agreement. Neither the BOE, nor any of its consultants, shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response to this RFP, nor will there be any reimbursement to Proposers for the cost of preparing the Proposal or for participating in the RFP process. By submitting a Proposal in response to this RFP, the Proposers accept and consent to the procurement process selected by the BOE, and the Proposer waives any and all claims to same.

If you have any questions, please submit to Colin O'Malley (colin.omalley@jdcenergyservices.com) via email no later than **Friday, November 20, 2026 @ 5:00 PM prevailing time,** Thank you in advance for your participation.

We look forward to your Proposal.

Sincerely,

Patricia Swanson
School Business Administrator/Board Secretary
Middle Township Public Schools
216 South Main Street
Cape May Court House, NJ 08210

2. Scope of Services to be Provided

The Proposer will provide fully managed PV development services that include, but are not limited to, site assessment; Solar Project design; financing; and securing the necessary labor, services, equipment, funding, permits and approvals to develop fully operational Solar Project at each potential site described in Appendix A, (each a "Project Site"); will commission, monitor, operate, and maintain the Solar Project after installation for Projects Sites; and will establish and maintain construction standards, safety, and quality control throughout the work on the Solar Project. The BOE intends to enter into individual PPAs to purchase electricity generated at each Project Site for a term of fifteen (15) years with the awarded Proposer (the "Contract Term").

Services to be provided by the Proposer include:

Site Assessment and Proposal

The Proposer will conduct an assessment of each Project Site within the BOE (as included in Appendix A), including an analysis of the impact of shading, tilt, and orientation on annual electricity production, and note any electrical, mechanical or structural considerations.
The Proposer will submit a Proposal including:

- kW DC generating capacity, project layout, configuration, azimuth, tilt angle, derate factor, and projected degradation rate of proposed PV System.
- Projected annual energy generation in kWh for the full period of the PPA.
- Projected annual PPA costs for the full period of the PPA.
- Proposed PPA rate, annual escalation not to exceed two percent (2%) per year, if any, and rate increase for removal and re-installation of panels, if required during the term of the PPA.
- Evaluation of the condition of the roofs of the schools.

PPA Financing

The BOE is seeking third-party ownership, financing and maintenance agreement with the Proposer. Proposers should indicate whether or not guaranteed financing is available, who will be funding the Solar Project, and who will own the Solar Project.

Utility Interconnect

As part of this Proposal process, Proposers shall verify with the BOE's electric utility company, Atlantic City Electric ("ACE"), whether the proposed sites are on a restricted circuit and can host the proposed array. The selected Proposer will be responsible, at its own expense, for securing all required permits (not limited to but including: building, construction, electrical, environmental, and zoning) and interconnection requirements with ACE. The selected Proposer will also be responsible for scheduling and passing all jurisdictional and utility inspections.

New Jersey Department of Education and Local Planning Board

The Proposer will provide signed and sealed drawings and cost estimates for the Solar Project sufficient for JDC Energy Services or the BOE's architect to submit the projects to the New Jersey Department of Education Office of School Facilities and to the local Planning Board including, but not limited to, structural engineering report certifying that the roof will be able to sufficiently support the weight of any equipment installed in connection with the Solar Project. The Proposer shall commit to being present for public hearings before the Planning Board meeting to discuss the Solar Project, if required.

Environmental Permitting

The selected Proposer will be responsible for securing all environmental permits.

Geotechnical Surveys

The selected Provider will be responsible for all surveys required to quantify geotechnical conditions.

Design and Installation

The installations will be carried out by the selected Proposer in conformance with all applicable laws and codes, interconnection requirements, and established industry practices and will be completed as quickly and with as little disruption as reasonably possible.
Proposer shall provide design documents with the following minimum information:

- Timeline/Project Schedule
- Solar Project description
- Equipment details and description
- Layout of installation
- Layout of equipment
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural work, and/or mounting details
- Performance of equipment components, and subsystems
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation
- Solar Project performance monitoring
- Any other drawing or specification information required to secure a building and/or electrical permit

Proposer shall identify an appropriate location for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:

- Ease of maintenance and monitoring
- Efficient operation
- Low operating losses
- Secured location and hardware
- Compatibility with existing facilities
- Avoidance of flood-prone areas
- Visual harmony
- Approved firefighters' and any other code safety requirements

Each Proposer shall provide three (3) sets of as-built drawings and one (1) electronic USB copy to the BOE.

Operation, Maintenance and Monitoring

The selected Proposer will be responsible for the operation, maintenance, and monitoring of the Solar Project at each Project Site under the PPA. The selected Proposer will make accessible to the BOE in an online interface showing instantaneous and cumulative energy production of each PV system deployed at each Project Site that can be used for monitoring purposes. Historical cumulative energy production shall be available in monthly increments for historical purposes.

Annual (or as needed) on-site Solar Project inspections, including:

- Solar Project testing (operating current of each electrical string)
- Routine preventive maintenance

- Repair and/or replacement of defective parts (including equipment and labor)
- Ongoing regular maintenance (more than annual) of any ground areas beneath any ground mount systems, if applicable.

Solar Project performance monitoring and historical data access for the BOE via secure website. Data should include:

- Solar Project energy and power production
- Ambient temperature
- Wind speed

Communication

The selected Proposer will be required to designate a specific staff member who will serve as the primary point of contact for the BOE during the development and construction of the Solar Project ("Solar Project Period"). The selected Proposer will interface directly with the BOE. The selected Proposer will provide regular progress updates during the Solar Project Period. The selected Proposer will be expected to be responsive and prompt in communications with the BOE, when necessary. The BOE will designate a specific staff member to facilitate communication and coordination between the selected Proposer and the BOE.

Fire Safety

The selected Proposer will be required to include a "Firefighters Safety Procedure" manual in case of the event of a fire occurring with rooftop solar panels installed. It is the responsibility of the Proposer to receive approval(s) by the single and/or multiple Jurisdiction Holding Authority (JHA) for an acceptable "Firefighters Safety Procedure".

Solar Project Removal

The awarded Proposer shall bear the sole cost and responsibility of removing the Solar Project at the end of the service term should the BOE, in its sole discretion, opt not to purchase the Solar Project. The awarded Proposer shall remove the Solar Project within ninety (90) days of the end of the service term and shall repair any damage caused in connection with such removal.

Incentives

The BOE makes no representations to the availability of incentives. The awarded Proposer is responsible for identifying, designing the project to meet the requirements, and attaining all incentives available. The BOE will not accept contingent Proposals, including Proposals or proposed PPA prices that are contingent on specific incentive programs and amounts.

Minimum Electricity Output Requirement

The awarded Proposer shall guarantee a minimum energy output each year, which shall be 90% of the aggregate projected annual output based on the solar capacity and estimation of electricity output based on the design, and a 0.5% 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 to the BOE, 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 BOE 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.

Removal and Replacement of Solar Project for Roofing Repairs by Others After Installation of Solar Project

In the event that roofing repairs are required at any of the buildings at the project site(s) after the installation of the Solar Project, the BOE may direct the awarded Proposer to remove and replace the affected portion of the Solar Project. The costs to remove and replace the affected portion of the Solar Project will be the responsibility of the awarded Proposer. Prior to the removal and replacement, the costs will be reported to the BOE for approval, which approval shall not be unreasonable withheld. So long as awarded Proposer did not cause the damage to the roof that necessitated the repairs, the BOE shall reimburse awarded Proposer for removal and replacement of the affected portion of the Solar Project as follows: for the first ten (10) years of the Contract Term, as a cash payment of the actual costs or as an adjustment in the solar PPA rate for the remainder of the Contract Term as determined by awarded Proposer and the BOE; and, after the first ten years of the Contract Term as a cash payment of actual costs. Any cash payment of actual costs as required by this section shall be made within sixty (60) days of awarded Proposer's notice to the BOE of the actual costs and completion of the work.

Temporary Shutdown of the Solar Facility

The BOE will not cause any of the schools in the Solar Project 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 BOE (a "Temporary Shutdown"). Further, the BOE shall make best efforts not to schedule a Temporary Shutdown during the Solar Project's peak production months of April through August. The BOE will communicate to the awarded Proposer 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, the BOE shall pay to the awarded Proposer an amount equal to the following: (i) the reasonable cost to remove and re-install or shutdown and reinitiate the Solar Project or portion of the Solar Project; (ii) the cost, if any, of lost solar energy production during the period of Temporary Shutdown in excess of the ten (10) days in any two (2) consecutive contract years at the PPA Price then in effect; and (iii) an amount attributable to any lost solar renewable energy credits, if any, calculated at the awarded Proposer's actual out-or-pocket loss in excess of the ten (10) days in any two (2) consecutive contract years. If the shut down is for less than ten (10) days in any consecutive two (2) year period for any of the solar facilities, then the BOE shall only be responsible for the cost to remove and reinstall the solar panels.

Commercial Operation Date – Guaranteed Completion Date

Proposer shall provide a Commercial Operation Date and Guaranteed Completion Date for the school. In the event the Commercial Operation Date has not been achieved by the Guaranteed Completion Date for the school, the awarded Proposer shall be liable for delay liquidated damages of $250.00 per day for each day of unexcused delay until the Commercial Operation Date is achieved. The Commercial Operation Date will commence after: (i) no less than eighty percent (80%) of the nameplate capacity has been installed; and (ii) the awarded Proposer has acquired all permits necessary to authorize the production, sale and delivery of energy in the intended amounts hereunder; and (iii) the awarded Proposer gives the BOE written notice that the Solar Project is mechanically complete and has been approved for interconnected operation by the applicable utility and capable of providing energy to the awarded Proposers meter ("Point of Delivery") at each respective school. The Guaranteed Completion Date shall be no more that 270 days from the date the BOE authorizes the awarded proposer, in writing, to commence installation of the PV System also known as "Notice to Proceed" or the "NTP Date" (as more particularly defined in the PPA).

Warranties

The Proposer shall clearly describe all warranties offered in the Proposal which shall include, but not be limited to, the PV System and roof, if applicable. With respect to the PV System, the Proposer shall provide equipment that meets or exceeds these minimum standards: (a) photovoltaic panels that have an expected useful life of no less than a twenty five (25) year performance warranty with a minimum production capacity of 90% for ten (10) years from the Commercial Operating Date, and, thereafter, the 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; (b) an inverter with no less than a fifteen (15) year product warranty; (c) a racking/monitoring system with no less than a ten (10) year product warranty; and (d) a material and workmanship warranty of ten (10) years. All such warranty documents shall be attached to the PPA as an exhibit. Such warranties shall be assignable to the BOE on termination of the PPA.

BOE Purchase Option

The BOE shall have the option at the end of the Contract Term, to purchase the Solar Project at the fair market value thereof.

Professional Services Payment

The awarded Proposer shall make a payment of $30,000 to the BOE within five (5) business days of execution of the PPA as a reimbursement of the costs incurred by the BOE for professional service fees required in the issuance of a competitive solicitation pursuant to Public School Contract Law for the PPA.

Protect Solar Access

The BOE will agree to take reasonable efforts to prevent others from conducting activities at the Solar Projects which cause shading of the PV System. The BOE 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 of the PPA to prevent obstruction of sunlight to the PV System. The awarded Proposer shall be responsible at its cost for tree trimming, pruning, topping of all trees, shrubs and plants present as of the Effective Date after obtaining the BOE's approval. In addition to the foregoing, during the design and installation of the Solar Energy System, the awarded Proposer shall identify all trees, shrubs, plants or other vegetation which will be trimmed or removed; which shall be subject to the consent of the BOE.

Electrical Interconnections

The awarded Proposer shall supply and install all equipment required to interconnect the Solar Project to the utility electric distribution system as net-metered solar energy systems. The awarded Proposer shall fulfill all applications, studies, and testing procedures to complete the interconnection process. Except as otherwise provided herein below, all costs associated with utility interconnection shall be borne by the awarded Proposer.

If the electric distribution company interconnection review concludes that interconnection can only be completed with upgrades, the awarded Proposer shall bear the cost of $0.10/Watt dc for these improvements at each Solar Project. If the utility required upgrades are in excess of $0.10/Watt dc to gain interconnection approval for any one Solar Project, then the awarded Proposer shall advise the BOE and the BOE shall have the option to remove that Solar Project from the PPA contract without penalty and, without any further obligation, proceed with the Solar Project or elect to increase the Base PPA Price to reimburse the Proposer. The Proposer shall provide an adder to the Base PPA price for required interconnection costs and roof work (as more particularly set forth in Section II regarding Roof Evaluation by Proposer) in excess of the allowance shown in Exhibit B attached hereto. Please provide price adder in table in Section III: Financing Terms. Such option must be exercised prior to the commencement of the physical construction of the Solar Project.

Electric Service Interruptions

The awarded Proposer must coordinate all interruptions of the BOE's electric service required for the installation, interconnection, commissioning, startup, and maintenance of the Solar Project's. This interruption shall not be performed during the BOE's normal working days/hours. Proposers 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 its facilities.

Early Termination Right

The PPA shall provide that the awarded Proposer may terminate the PPA at any time prior to Commercial Operation Date, on thirty (30) days written notice to the BOE, without further liability except as provided herein, if the awarded Proposer (a) determines that the Solar Project cannot be built as planned or that its construction and operation would not be economically viable for the awarded Proposer; or, (b) the awarded Proposer is unable, after diligent efforts, to obtain or maintain required approvals from all applicable Governmental authorities for the installation and operation of the Solar Project; and (c) the awarded Proposer exercises such right to terminate no later than one hundred eighty (180) days from the full execution of the PPA. If the awarded Proposer exercises its early termination right as provided herein, the awarded Proposer shall reimburse the BOE for any reasonable, documented costs incurred or committed and to be incurred by the BOE in connection with the planned installation of the Solar Project, remove at its own expense any portion of the Solar Project that has been already installed, and repair at its own expense the premises to its pre-installation condition. The awarded Proposer shall be solely responsible for any and all costs and damages associated with the removal of the Solar Project under this paragraph.

Permitted Hours for Construction.

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 shall be in accordance with BOE approval or other such times as may be designated by the BOE and local ordinances.
- The contractor is responsible to pay for custodial time if they need to work outside the designated work hours to meet the project schedule.
- The contractor cannot work within the school buildings 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 awarded Proposer shall be responsible for submitting a construction schedule with its proposal and 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.
- The BOE reserves the right to amend the allowable work hours in order to comply with all safety concerns; or as may be needed to expedite the construction schedule which accommodation shall be solely the decision of the BOE and its representatives.

3. Instructions & Evaluation Criteria

All Proposals shall include the documents and information described in the Proposal Format section of this RFP. Please submit your Proposal as one .pdf document including all pages (on a USB flash drive as indicated below). Please submit Proposals in 8.5" x 11" document size using a minimum 10- point font size and a standard font (for the bound paper copies referenced below).

Please submit one (1) original and two (2) bound paper copies, and one (1) electronic (PDF) copy on a USB flash drive. The original shall be marked as such; in the case of a discrepancy between or among the original, the copies, and the electronic PDF, the original shall govern. Proposals shall be submitted to:

Patricia Swanson
School Business Administrator/Board Secretary
Middle Township Public Schools
216 South Main Street
Cape May Court House, NJ 08210

Proposals must be submitted no later than **Tuesday, December 15th, 2026 at 10:00 AM prevailing time.**

The BOE shall not be liable for any costs incurred by a Proposer in the preparation and/or submission of a Proposal. Any material submitted by a Proposer will become the property of the BOE.

Questions and Communications

Questions regarding any aspect of the RFP and the proposed Solar Project should be directed to JDC Project Manager Colin O'Malley (colin.omalley@jdcenergyservices.com) and will be answered as expeditiously and completely as possible. Deadline for question submittals will be no later than **Friday, November 20, 2026 @ 5:00 pm prevailing time.** Generally applicable questions will be responded to in a single addendum that will be distributed to all holders of the RFP on the date noted in the Program Timeline identified in Section 4 of this RFP.

Modifications and Clarifications

The BOE may modify the RFP at any time prior to the RFP due date, by issuance of a written addendum to all Proposers who are participating in the process. The BOE may also cancel, delay, or suspend this solicitation at its sole discretion.

Proposal Evaluation

All complete Proposals submitted by the Proposal due date will be reviewed and evaluated by the BOE. Proposals will be evaluated on a scale of 100 points based on the criteria indicated in the Proposal Format section of this RFP. Proposal evaluation and selection of a Proposer is at the sole discretion of the BOE.

During the evaluation process, the BOE may request clarification or additional information from any Proposer. Interviews may be scheduled with one or more Proposers and final and best offers may be requested by the BOE of any Proposer.

4. Timeline

Below is a schedule of activities for this Solar Project. These dates are subject to change in the sole discretion of the BOE.

Activity	**Estimated Date**
Publication of Notice of RFP	Monday, November 2, 2026
RFP Released	Monday, November 2, 2026
Pre-Proposal Meeting & Site Visit	Tuesday, November 10, 2026 @ 10:00 am
Due Date for Questions	Friday, November 20, 2026 @ 5:00 pm
Responses Issued	Tuesday, November 24, 2026
RFP Due Date	Tuesday, December 15, 2026 @ 10:00 am
Interviews (if necessary)	Week of December 28, 2026
Proposer Selection Approved by the BOE	Thursday, January 21, 2027
Guaranteed Completion Date for Commercial Operation Date (to be finalized during PPA negotiations)	270 days from Notice to Proceed

5. Proposal Format

All Proposals must include the documents listed in the *Proposal Checklist* and described below.

Proposal Checklist	
	Cover Letter
	I. Company Qualifications
	II. Scope of Services and Schedule
	III. PPA Financing Terms
	IV. Educational Value
	V. Sample PPA Contract
	VI. Required Documentation
	VII. Official Statements by Proposers
	Appendix. Supporting Information

Cover Letter

Provide a signed cover letter for the Proposal. Include the name and address of the Proposer, the name, address, email address, and telephone number(s) of the contact person who will be authorized to make representations for the Proposer, and the Proposer's federal tax identification. The Proposer may include any other relevant information that highlights their unique qualifications.

I. Proposer Profile and Qualifications (25 points)

This section shall include a brief description of the Proposer's firm size and local organizational structure. Include a discussion of the firm's financial stability, capacity and resources.

Describe the demonstrated experience of the firm in developing solar PV systems, particularly on the scale described in this RFP, and describe how experience on previous projects relates to this Solar Project. Describe experience working within municipalities, school districts and other public entities in New Jersey. Describe your experience with and capacity to provide PPA financing for PV systems hosted on roof-top solar systems.

As part of this section, please include the following:

- The total number and capacity of commercial and industrial PV systems completed and brought online by the Provider within the past five years. Present this information in a table:
    - Specify how many of these systems are sited in NJ

    - Specify how many of these systems are located at municipal buildings, schools or other public entities.
        - Specify how many total systems the Proposer currently operates under PPAs, and the size of the smallest and largest PV systems the Proposer currently operates under a PPA.
- An organization chart for the Proposer listing executive and management positions and indicating part- time and full- time positions.
- At least three (3) references in New Jersey, preferably with municipalities or schools. The Proposer may include as many as three (3) additional references that demonstrate the Proposer's ability to complete this project. Customers with similar site characteristics and PV system sizes as the potential Solar Project sites are preferred. For each reference, please include:

    - The organization name
    - The kW capacity of the project, if other scope was executed as part of the project (examples might include roof repair/replace work), initial rate and annual escalation.
    - A description of the Proposer's role in the project
    - Date the PPA contract was signed
    - Date of substantial completion (commercial operation)
    - A contact name, email address, and telephone number

- A description of the Proposer's experience with environmental permitting at a local and state (NJDEP) level
- A description of the key factors required for a successful project
- A description of the key points of failure for solar PPA projects
- List of key program team members by name and position, qualifications and experience. Specify which team member(s) will be the main contact person(s) for the program. Include resumes for those individuals who will be involved in this Project.
- A list of all subcontractors who will work on the Solar Project, their profession (ie. electrical) and experience.
- Insurance coverage documentation and bonding capacity.

Proposer and its subcontractors must be properly licensed in the State of New Jersey. In addition to the Proposal, all Proposers must include with their submission:

- A valid State of New Jersey Business Registration Certificate for the Proposer and any listed subcontractors, as per the requirements attached hereto.
- New Jersey Public Works Contractor Registration, if applicable, for the Proposer and any subcontractors, as per the requirements attached hereto.
- New Jersey Division of Property Management & Construction – DPMC Qualification in the following discipline: **C035 Solar Energy Systems**
- Annual reports and/or certified financial statements covering the two most recent fiscal years. Bank and credit references must also be provided
- If the Solar Project is to be financed by an entity other than the awarded Proposer, a letter of guarantee from financier certifying that if selected, the project will be financed.
- Proposals must contain the following certified statements with attestation by a person authorized to bind the Proposer to this RFP Proposal response:

    1. Proposer has read and agrees to the terms and conditions set forth in the RFP. The terms and conditions set forth in the Proposal will remain in effect for at least sixty (60) days from date of Proposal submission
    2. Any comments or exceptions the Proposer would like to make to this RFP or PPA.
    3. List of relevant state licenses and industry certifications
    4. Proof of insurance and contractor bonding safety ratings

- Proposals must contain the following required forms with attestation by a person authorized to bind the Proposer to this RFP Proposal response:

    1. Statement of Ownership
    2. Non-Collusion Affidavit
    3. Consent of Surety
    4. Performance Bond
    5. Intentionally Omitted
    6. Combined Certification: Prohibited Activities in Russia-Belarus and Investment Activities in Iran
    7. Acknowledgment of Addenda
    8. Political Contribution and Disclosure Compliance
    9. Contractor/Vendor Questionnaire Certification
    10. Mandatory Equal Employment Opportunity Language and Acknowledgment to be Executed by Contractor and all Subcontractors
    11. Contractor Employees Procedure for Criminal History Record Checks
    12. Compliance with the Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability

II. Scope of Services and Schedule (25 points)

In this section, the Proposer shall describe in detail how they will implement the Scope of Services described in this RFP. Provide a narrative and schedule addressing all work required to fulfill this scope, including the following elements:

Project Schedule

Provide a Solar Project schedule showing the expected timeline for completion of the work. Include milestones for major work tasks including site evaluation, contract signature, Solar Project design, permitting and approvals, and Solar Project installation through the Commercial Operation Date (as defined in the Timeline set forth in Section 4 of this RFP.

Describe any anticipated variation in this schedule based on project size or location. Explain any deviation or revision to the anticipated Commercial Operation Date that the Proposer deems will be necessary.

Equipment and Warranties

Provide information about the manufacturer and/or models of PV modules, inverters, and racking equipment. Indicate where the PV modules and other major equipment is manufactured. Provide details about the equipment, labor, and roof penetration warranties provided by the Proposer and/or manufacturer.

Services by Others

Identify which, if any, elements of the Scope of Services (finance, design, construction, maintenance, or other services) will be managed by a partner, subcontractor, or third party other than the Proposer. Describe how the Proposer will maintain accountability for the quality and timeliness of the completion of the full Scope of Services.

Permitting and Interconnection Expediting Plan

Provide a description of the Proposer's method of and capacity to expedite all incentive filing, permitting and interconnection requirements with relevant state and local agencies.

Operations and Maintenance Plan

Provide details about the operation and maintenance plan and services provided under the PPA. Describe who will be providing the operations and maintenance support long term. Describe billing processes of such operation and maintenance under the PPA.

Fire Safety

As above indicated, provide “Firefighters Safety Procedure” manual in case of the event of a fire occurring with rooftop solar panels installed. It is the responsibility of the proposer to receive approval(s) by the single and/or multiple Jurisdiction Holding Authority (JHA) for an acceptable “Firefighters Safety Procedure”.

Additional Services

The Proposer may choose to describe any additional services that can be offered to the Project Sites on an optional basis. Briefly describe how these services would be evaluated, priced, and implemented. Indicate whether services could be included in the PPA financing:

- Roof replacement or repairs and electrical and/or structural repairs necessary for the installation of a Solar Project.
- Emergency back-up energy storage and off-grid capability.
- Solar thermal (hot water) systems.
- Any other relevant optional services that align with the goals described in this RFP.

Roof Evaluation by Awarded Proposer

The awarded Proposer is responsible for performing a roof evaluation prior to the installation of the Solar Project’s at each site. The awarded Proposer shall identify any existing roof issues to the BOE and shall work cooperatively to ensure the integrity of each roof is addressed prior to construction of the Solar Project’s. The installation of the solar equipment by the awarded Proposer shall be deemed acceptance of the existing roof conditions, and any damage to the roof resulting from the installation of the solar equipment shall be the responsibility of the awarded Proposer. The awarded Proposer shall ensure that the installation meets or exceeds the roofing manufacturer/warrantors’ requirements for roof related work and solar energy installations on their roofing product and coordinate its work with the roofing manufacturer so as to maintain roofing warranties. If it is discovered that the installation of the solar equipment does not meet the manufacturer/warrantors’ requirements, and/or voids the roof warranty, the awarded Proposer shall be responsible to cover any and all costs associated with damage to the roof resulting from the installation of the solar equipment, and/or damage that would have been covered under the roof warranty. In the event the BOE and/or awarded Proposer determine that a complete replacement of all or certain roofs are required, upon completion of such roof replacement(s) the warranty for roof(s) shall be issues to the BOE. In addition, the roof contractor shall certify that the installation of the Solar Project will not void the warranty. Each Proposer shall provide an adder to the Base PPA Price for required roof work not included in the Base PPA Price for every $50,000.00 of cost for roof work. Please provide price adder in table in Section III: Financing Terms.

Final system layouts are subject to approval by the BOE.

III. PPA Financing Terms (45 points)

This section shall include a description of the PPA terms and pricing to be provided to the BOE. Please summarize the key characteristics and benefits of the proposed PPA, and provide the following:

Power Purchase Agreement Offer

Provide a PPA offer or offers for the Solar Project. The offer(s) shall include (1) the price per kWh in Year 1 of the PPA and (2) the annual escalation rate not to exceed two percent (2%) per year, if any. The proposed rates will remain valid regardless of the final installed kW array size and generation post award. The proposed rates will remain unchanged for the life of the PPA. Please summarize the Offer following the template below:

The base offer includes locations identified in Section 6. Appendices.

PPA Base Offer	
Year 1 Price ($/kWh)	
Annual escalation rate (%) not to exceed 2%	
Base PPA Rate Adder for Roof Work or Interconnection Work above the allowance ($/ kWh) / $50,000 spent	

PPA Alternate Offer	
Year 1 Price ($/kWh)	
Annual escalation rate (%) not to exceed 2%	
Base PPA Rate Adder for Roof Work or Interconnection Work above the allowance ($/ kWh) / $50,000 spent	

The awarded Proposer shall bear the sole cost and responsibility of removing the Solar Project at the end of the Contract Term should the BOE, in its sole discretion, opt not to purchase the Solar Project. The awarded Proposer shall remove the Solar Project within ninety (90) days of the end of the service term and shall repair any damage caused in connection with such removal.

"Pricing is not contingent upon the ITC for project construction completed on or before 12/31/2027. The District assumes no responsibility for any loss of the ITC, and any such loss shall not result in a rate adjustment."

Project Costs:

List the construction costs for the total Solar Project with a cost breakdown in the Proposal.

Generation Estimates

Proposers must provide Year 1 generation estimates in the format seen below. Proposed PPA generation must not exceed the estimated post-ESIP building electric use identified in Appendix B. Please use the following form for base and alternate scenarios (add rows for multiple array types at one site or as needed).

Refer to Appendix A for site specific requirements. The BOE is open to any innovative solutions for roof mounted solar PV Systems; please add any other proposed solutions as an Alternate 1 Offer using the form template provided.

PA Base Offer - Year 1 Generation Estimates				
Site	**Array Type**	**Installed Capacity (kWdc)**	**Annual Generation (kWh)**	**Annual PPA Generation Cost ($) (first year)**
(1) High School	Roof			
(2) Middle School	Roof			
(3) Elementary School #1	Roof			
(4) Elementary School #2	Roof			
(5) Administration Building	Roof			
Total	-			

PPA Alternate Offer - Year 1 Generation Estimates				
Site	**Array Type**	**Installed Capacity (kWdc)**	**Annual Generation (kWh)**	**Annual PPA Generation Cost ($) (first year)**
(1) High School	Roof			
(2) Middle School	Roof			
(3) Elementary School #1	Roof			
(4) Elementary School #2	Roof			
(5) Administration Building	Roof			
Total	-			

Proposers shall include array layouts and any additional commentary regarding generation estimates for the BOE.

Pricing is not contingent upon the ITC for project construction completed on or before 12/31/2027. The District assumes no responsibility for any loss of the ITC, and any such loss shall not result in a rate adjustment."

Additional Costs

The BOE shall have no other financial responsibilities other than the proposed rate with escalation. The proposed $/kWh and escalation rate remain valid regardless of the final installed kW array size and generation, with the exception of Additional Services as detailed in Section II: Scope of Services and Schedule, which may include, but are not limited to, costs required for interconnection requirements imposed by the local electric utility and/or structural deficiencies for roof mounted projects and/or repairs required in order to provide and/or maintain a roof warranty for the life of the PPA . The proposed rates will remain unchanged for the life of the PPA. The awarded Proposer shall bear the sole financial responsibility of removing the Solar Project at the end of the Contract Term should the Board, in its sole discretion, opt not to purchase the Solar Project. The awarded Proposer shall remove the Solar Project within ninety (90) days of the end of the service term and shall repair any damage caused in connection with such removal.

IV. Education Value (5 Points)

The BOE is interested in using this renewable energy project in the district's curriculum. Proposers shall provide any information that will demonstrate their ability to deliver educational and curriculum-based materials and opportunities to the BOE in conjunction with the Renewable Energy Projects energy project in its district-wide curriculum.

Proposers should include a detailed explanation of educational and curriculum-based materials, classroom lesson plans, and other training materials offered by the Proposer as part of its proposal.

V. Sample PPA Contract

The form of PPA is attached to this RFP as Schedule 1 and made a part hereof. Proposers are to furnish any changes to the same with their Proposal.

VI. Required Documentation

All Proposers must include with their submission the documentation set forth in this RFP, including without limit those items set forth in and identified in Section I: Proposer Profile and Qualifications.

VII. Official Certified Statements by Proposers

As above indicated, Proposals must contain the following certified statements with attestation by a person authorized to bind the Proposer to this RFP Proposal response:

1. Proposer has read and agrees to the terms and conditions set forth in the RFP;
2. The terms and conditions set forth in the Proposal will remain in effect for at least sixty (60) days from date of Proposal submission;
3. Any comments or exceptions the Proposer would like to make to this RFP.
4. List of relevant state licenses and industry certifications required to perform hereunder
5. Proof of insurance and bonding safety ratings

Appendix: Supporting Information

The Appendix may include any relevant supporting information, such as resumes, visual and performance documentation of previously completed solar projects, or other information that supports the Proposal.

6. Appendices

The following appendices include information such as site address, energy usage, and site images to allow Proposers to complete their Proposal. The Proposer shall be responsible for confirming this information and gathering any additional information necessary to implement the Scope of Services and provide Pricing, as further described in the RFP.

A. Existing Site Conditions

Please see the following pages for the address and descriptions of all potential Project Sites. These sites should be used for Proposal purposes but are subject to change following the RFP process. All rooftop systems in the Solar Project shall provide enough spacing to access roof hatches and service to mechanical and other rooftop equipment. Proposers are expected to verify the feasibility of these locations with respect to shading, roof angles, structural analysis, sizing, and all other factors affecting a solar installation. Final array layouts for rooftop systems in the Solar Project are subject to approval by the BOE.

1. Middle Township High School

300 East Atlantic Ave, Cape May Courthouse, NJ 08210



Base: Shall include solar photovoltaic systems at the High School with the intent to maximize the system size and economic benefit to the district. Due to interconnection limitations, system size shall not exceed 485 kW.

Note: the existing PPA contract is expiring December 2026. The existing solar will be removed in its entirety by March 2027.

2. Middle Township Middle School

300 East Pacific Avenue, Cape May Courthouse, NJ 08210



Base: Shall include solar photovoltaic systems at the Middle School with the intent to maximize the system size and economic benefit to the district. Due to interconnection limitations, system size shall not exceed 375 kW.

3. Elementary School #1

215 Eldredge Road, Cape May Courthouse, NJ 08210



Base: Shall include solar photovoltaic systems at the Elementary School #1 with the intent to maximize the system size and economic benefit to the district. Due to interconnection limitations, system size shall not exceed 175 kW.

Note: the existing PPA contract is expiring December 2026. The existing solar will be removed in its entirety by March 2027.

4. Elementary School #2

101 West Pacific Avenue, Cape May Courthouse, NJ 08210



Base: Shall include solar photovoltaic systems at the Elementary School #2 with the intent to maximize the system size and economic benefit to the district. Due to interconnection limitations, system size shall not exceed 460 kW.

5. Administration Building

216 South Main Street, Cape May Courthouse, NJ 08210



Base: Shall include solar photovoltaic systems at the Administration Building with the intent to maximize the system size and economic benefit to the district.

Note: the existing PPA contract is expiring December 2026. The existing solar will be removed in its entirety by March 2027.

B. Estimated Electric Use

Solar Project sizing is the responsibility of the Proposer. Proposed solar panels must be located within the boundaries shown in Appendix A.

Base Offer – Electric Use		
Site	**ACE Restricted Capacity (kW AC)**	**Consumption Available for Solar (kWh/yr)**
(1) High School	485	2,205,362
(2) Middle School	375	867,306
(3) Elementary School #1	175	355,761
(4) Elementary School #2	460	879,041
(5) Administration Building	-	575,197
Total	-	4,882,767

**usage includes generation from existing PPA*

Alternate Offer – Electric Use		
Site	**ACE Restricted Capacity (kW AC)**	**Consumption Available for Solar (kWh/yr)**
(1) High School	485	2,205,362
(2) Middle School	375	867,306
(3) Elementary School #1	175	355,761
(4) Elementary School #2	460	879,041
(5) Administration Building	-	575,197
Total	-	4,882,767

**usage includes generation from existing PPA*

BUSINESS REGISTRATION CERTIFICATE REQUIREMENT

All Proposers and subcontractors must provide a Business Registration Certificate issues by the New Jersey Department of Treasury – Division of Revenue 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 nonlisted (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.

Additional information on the PWCRA requirements can be obtained from the:

Contractor Registration Unit Telephone: 609-292-9464 Fax: 609-633-8591
Division of Wage and Hour Compliance

New Jersey Department of Labor
P.O. Box 389
Trenton, N.J. 08625-0389
E-mail: contreg@dol.state.nj.us
Website: www.nj.gov/labor

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

Certified Statements

1. Agreement to Terms and Conditions

Solar Power Purchase Agreement NJ

Bid Opening Date: Tuesday, December 15th, 2026 at 10:00 AM prevailing time..

NAME of FIRM _____

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal. The terms and conditions set forth in the proposal will remain in effect for at least sixty (60) days from date of proposal submission.

Name _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number ( )_____ Extension _____

Fax No. ( ) _____ E-Mail _____

Authorized Agent_____Title _____

Agent's Signature_____ Date_____

All proposals must be received no later than **Tuesday, December 15th, 2026 at 10:00 AM prevailing time.**. **.** All proposals are to be sent to:

Patricia Swanson
School Business Administrator/Board Secretary
Middle Township Public Schools
216 South Main Street
Cape May Court House, NJ 08210

Proposals must be placed in a *sealed* envelope marked with the title, opening date and time. Bidders should also keep a complete copy of the packet, exactly as submitted.

Proposal Statements must be mailed or hand-delivered. Proposal Statements forwarded by facsimile or e-mail will not be accepted. Proposal Statements received after this time will not be considered. Middle Township Public School District Board of Education will not bear responsibility for delays in delivery for any reason.

2. Comments or Exceptions

Please list any comments or exceptions the Proposer would like to make to this RFP or to the attached Power Purchase Agreement: (Attach additional documentation if necessary)

3. Licenses

(Attach additional documentation if necessary)

4. Insurance Requirements

Chapter 271

The contracted entity to whom the contract is awarded for any service shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

a. The contracted entity will provide and maintain the following insurance, which will be primary to any insurance carried by Middle Township Public School District Board of Education:

Commercial General Liability -	$2,000,000 General Aggregate $2,000,000 Products $2,000,000 Personal Injury $1,000,000 per occurrence (combined single limit for bodily injury and property damage) $50,000 Fire Damage $5,000 Medical Expense
Professional Liability (Errors and Omissions) -	$2,000,000 per claim
Umbrella/Excess Liability -	$5,000,000

WORKERS COMPENSATION Evidence of adequate Workers Compensation and Employers' Liability Insurance as required by the laws of the State of New Jersey and the United States. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	$500,000 Each Accident
Bodily Injury by Disease	$500,000 Policy Limit
Bodily Injury by Disease	$500,000 Each Employee

AUTOMOBILE LIABILITY	$1,000,000 combined single limit for bodily injury and property damage

b. Contractor agrees to provide certificates of insurance to Middle Township Public School District Board of Education for each line of coverage. Certificates shall require Contractor's insurer to give Middle Township Public School District Board of Education thirty (30) days' prior written notice of cancellation or material change in the policies and to waive the right of subrogation against Middle Township Public School District Board of Education. Certificates will include evidence that contractual liability and Middle Township Public School District Board of Education, and the agents, representatives and employees of Middle Township Public School District Board of Education are added as additional insureds on all policies except the Workers Compensation. Please refer to the additional insured wording. The certificate will be mailed to Middle Township Public School District Board of Education prior to the commencement of this contract. Copies of the Additional Insured, Primary & Non-Contributory and Waiver of Subrogation forms for all policies where applicable are to be provided.

Additional Insured: Middle Township Public School District Board of Education, and the agents, representatives and employees of Middle Township Public School District Board of Education are included as additional insureds including completed operations on a primary and noncontributory basis on all policies except Workers Compensation. Waiver of subrogation applies to all policies as permitted by law.

c. The Contracted entity shall at all times indemnify, defend, hold and save harmless Middle Township Public School District Board of Education and the agents, representatives, and employees of Middle Township Public School District Board of Education, against any and all suits, claims, costs, charges, and expense, including reasonable attorney's fees and costs, by reason of any damages or claims for damages arising from the negligence of the contractor, his agents, representatives and employees, or from the performance of the Power Purchase Agreement. The Contracted entity is to assume all liability of every sort incident to the work

and the performance of the Power Purchase Agreement, including without limit bodily injury and/or property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

Required Forms

1. Statement of Ownership Disclosure

Solar Power Purchase Agreement

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 bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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: Check the appropriate box

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/proposer; that Middle Township Public School District Board of Education 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 Middle Township Public School District Board of Education to notify Middle Township Public School District Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting Middle Township Public School District Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

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

2. Non-Collusion Affidavit Solar

Power Purchase Agreement

Re: Middle Township Public School District Board of Education

STATE OF _____) Date: _____

COUNTY OF_____)

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 _____of
Position in Company

the firm of_____ and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that Middle Township Public School District Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said 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 of bona fide established commercial or selling agencies maintained by

_____
(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(Signature of Contractor/Vendor)

before me this_____day of _____ ,
Day Month Year

_____ _____
NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires _____ ,_____. Seal
Month Day Year

NOTICE

CHAPTER 271. DISCLOSURE OF CONTRIBUTIONS TO ELEC

CHAPTER 271 CREATES A NEW DISCLOSURE REQUIREMENT FOR BUSINESSES. IT REQUIRES THAT, WHEN A BUSINESS HAS RECEIVED IN ANY CALENDAR YEAR $50,000.00 OR MORE IN PUBLIC CONTRACTS WITH PUBLIC AGENDAS; IT MUST FILE AN ANNUAL REPORT WITH ELEC (ON FORMS
PROVIDED BY ELEC). THE REPORT WILL INCLUDE ALL REPORTABLE CONTRIBUTIONS MADE BY THE
BUSINESS ENTITY DURING THE 12 MONTHS PRIOR TO THE REPORTING DEADLINE. ELEC CAN ALSO IMPOSE FINES FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

THE CONTRACTOR/VENDOR IS ADVISED OF THE RESPONSIBILITY TO FILE AN ANNUAL DISCLOSURE
STATEMENT ON POLITICAL CONTRIBUTIONS WITH THE NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION PURSUANT TO NJ.SA. 19:44A-20.13 (P.L. 2005, c.271,S.3) D7 THE CONTRACTOR/VENDOR RECEIVES CONTRACTS IN EXCESS OF $50,000.00 FROM PUBLIC ENTITIES IN A CALENDAR YEAR. IT IS THE
CONTRACTOR'S/VENDOR'S RESPONSIBILITY TO DETERMINE *IF* FILING IS NECESSARY. ADDITIONAL INFORMATION ON. THIS REQUIREMENT IS AVAILABLE FROM ELEC AT 888-313-3532 OR AT www.elec.state.ni.us.

DATED:

[PAGEA-1 « NOTICE ONLY - VENDOR COPY]

3. Certificate (Consent) of Surety

Each respondent shall submit with its proposal a certificate, in a form substantially similar to the below, from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the construction cost of the Solar Project (N.J.S.A. 18A:18A25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Re: Proposal for **A SOLAR ENERGY POWER PURCHASE AGREEMENT TO PROVIDE SOLAR GENERATED ELECTRICITY FOR MIDDLE TOWNSHIP PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION 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 the construction cost of the Solar Project ("Project Cost") set forth in the Proposal of the Solar Project, and to be continued to indemnify the Middle Township Public School District Board Of Education against loss due to the failure of the awarded Proposer 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 , 2026 .

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

Failure to complete, submit or to sign the Certificate (consent) of Surety will be cause for disqualification and rejection of proposal.

4. Performance Bond

The awarded Proposer shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount of the construction cost of the Solar Project. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful respondent shall execute formal contract with Middle Township Public School District Board of Education in the form required and in such number of counterparts as Middle Township Public School District Board of Education may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by Middle Township Public School District Board of Education.

Middle Township Public School District Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

5. Intentionally Omitted

Name of Form	**6. COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN**					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		**Y/N**		**Mandatory**	**Optional**	**N/A**
	LPCL	**Y**	Goods and Services	**X**		
	PSCL	**Y**	Construction			**X**
Instructions Reference						
Description	P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran. Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").					

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	
☐	*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	
☐	*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	
☐	*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**	

7. Acknowledgement of Addenda

Bid Opening Date: Tuesday, December 15th, 2026 at 10:00 AM

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda. If no addenda received, check the box below and complete the company information.

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

8. Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00) Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____

(Business Entity)

has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ made no reportable

(Business Entity)

contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 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 that 10 days prior to the award of such a contract, 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. **NOTE: This section does not apply to Middle Township Public School District Board of Education contracts.**

[1] 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.19:44A10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, Middle Township Public School District Board of Education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-l et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, Middle Township Public School District Board of Education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-l et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, Middle Township Public School District Board of Education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a 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. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by

the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the 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, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, Middle Township Public School District Board of Education, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, Middle Township Public School District Board of Education, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

P.L. 2005,c271

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a 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. When a business entity is other than a natural person, a

contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the 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, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to
N.J.S.A. 19:44A-20.26

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

9. Contractor/Vendor Questionnaire Certification

Solar Power Purchase Agreement

Name of Company _____

Street Address _____ PO Box _____

City _____ State _____ Zip _____

Business Phone Number ( ) _____ Ext. _____

Emergency Phone Number ( ) _____

FAX No. ( ) _____ E-Mail _____

FEIN No. _____

Years in Business_____Number of Employees _____

References – Work previously done for Municipalities or School Systems in New Jersey Name of District

	Address	Contact Person/Title	Phone
1.			
2.			
3.			

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of Middle Township Public School District, nor any officer or employee or person whose salary is payable in whole or in part by said Middle Township Public School District or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Middle Township Public School District member, employee, officer of Middle Township Public School District has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any official, Middle Township Public School District member or employee of Middle Township Public School District.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to Middle Township Public School District members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent	***SIGNATURE***

10. Mandatory Equal Employment Opportunity Language and Acknowledgement for Execution by Contractors and all Subcontractors

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2, or

Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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, 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 Approval issued in accordance with N.J.A.C. 17:27-4
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Public Contracts Equal Employment Opportunity Compliance as may be requested by the division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Company Name (Print) _____

Print Name: _____ ***Title:*** _____

Signature: _____ ***Date:*** _____

11. Contractor Employees Procedure for Criminal History Record Checks

The Office of Student Protection ("OSP") suggests the following recommendation when educational facilities submit contractor employees (i.e., masons, building and roofing companies) for short-term and long-term projects. The school official, acting as a liaison to the construction contractor, must share with other school district administrators the names of the company's employees who will be submitting to a criminal record check. This process will assure that employees of the contractor who have not obtained their approval for employment and are disqualified or ineligible for school employment will be identified as a contractor service provider employee and not continue to be employed at school facilities and have direct contact with the student population.

To ensure compliance with the requirements of N.J.S.A. 18A:6-7.2, the School Business Administrator shall direct the school official acting as a liaison to the construction company to obtain a list of individuals who will be employed by the contractor for the school facility project that will be undergoing a criminal history record check. The liaison shall then provide a copy of this list to the Superintendent's Office and Human Resource Director, as these offices will receive any adverse action correspondence from the OSP related to the criminal history record check process. Upon receipt of disqualification or ineligibility correspondence, the Superintendent's Office or Human Resource personnel shall review the contracted company list in order to determine if the subject of that letter is either a school employee or an employee of any contract service provider and take the appropriate action.

As with any school employee, ***no employee of a contract service provider*** *shall commence work at a school facility without having first obtained an approval for employment from the Office of Student Protection.*

Approvals for employment for these type contracted employees shall be maintained with the liaison and copies forwarded to the Superintendent's Office.

For additional information/clarification, please contact the NJDOE's Office of Student Protection at (609) 376- 3999.

The respondent by signing this proposal form, acknowledges that he/she will comply with the above listed Procedures for Criminal History Record Checks.

Name _____

Title _____

Phone Number (____) _____ **Extension** _____

Email _____

Signature _____ **Date** _____

12. Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

The awarded Proposer and the BOE 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 BOE pursuant to this contract, the awarded Proposer 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 awarded Proposer shall defend the BOE in any action or administrative proceeding commenced pursuant to this Act. The shall indemnify, protect, and save harmless the BOE, 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 awarded Proposer 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 BOE grievance procedure, the awarded Proposer agrees to abide by any decision of the BOE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOE or if the BOE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the awarded Proposer shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the BOE assumes no obligation to indemnify or save harmless the awarded Proposer, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the awarded Proposer expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the awarded Proposer's obligations assumed in this Agreement, nor shall they be construed to relieve the awarded Proposer from any liability, nor preclude the BOE 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

Schedule A

Power Purchase Agreement