

**REQUEST FOR QUALIFICATIONS  
REQUEST FOR PROPOSALS  
("RFQ" / "RFP")**

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| <b><u>Solicitation #</u></b>      | <b><u>2023-2</u></b>   |
| <b><u>Issue Date</u></b>          | <b><u>10/3/2023</u></b>  |
| <b><u>Submission Deadline</u></b> | <b><u>11/2/2023</u></b>  |
| <b><u>Submission Address</u></b>  | <b><u>Town of Hempstead</u><br/><u>Sanitary District, No. 7</u><br/><u>90 Mott Street</u><br/><u>Oceanside, New York 11572</u></b> |
| <b><u>Submission Contact</u></b>  | <b><u>Missy Kornbluth</u></b>  |

## **RFQ SUBMISSION INSTRUCTIONS**

### **I. NOTICE TO PROPOSERS**

1. The Town of Hempstead Sanitary District, No. 7 (“DISTRICT”) (in accordance with Section 104-b of the General Municipal Law) hereby invites the submission of sealed descriptions of the qualifications (the “Proposal”) for the provision of Energy Generating Solar panels.
2. In order to receive consideration, proposals must be submitted to the District’s Office located at 90 Mott Street, Oceanside, New York 11572 no later than \NOON on 11/02/2023. No responses will be received after this time.
3. VENDORS must submit an original Proposal (identified as such) and five (5) copies in a sealed envelope and must indicate the following information on the outside of the package:
  - i. VENDOR’s name and address
  - ii. RFQ number and title
  - iii. RFQ due date
4. There is no expressed or implied obligation for DISTRICT to reimburse VENDORS for any expenses incurred in responding to this RFQ, including, but not limited to, preparing Proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).
5. Submission of a Proposal indicates acceptance by the VENDOR of the terms and conditions contained in this RFQ.
6. VENDORS are encouraged to submit an electronic copy of the Proposal in the sealed envelope.
7. If a Cost Summary Sheet is attached to this RFQ, VENDORS must submit the pricing information for this RFQ on the Cost Summary Sheet.
8. In submitting a proposal, VENDOR agrees to negotiate a final contract for the equipment and services specified in this RFP / RFQ.
9. The DISTRICT is accepting Proposals from qualified firms to provide equipment, work and services as follows:

# Scope of Work / Statement of Work Design Build Guidance Criteria

## Rooftop Utility-Interactive Photovoltaic System

### 1. PROJECT IDENTIFICATION

1.1. Project: Roof top Solar PV System

1.2. Location: 90 Mott Street, Oceanside New York.

### 2. BACKGROUND

**2.1. Objective.** Contractor shall provide a total “turnkey” project including all necessary equipment, materials, design, manufacturing and installation services for the installation of a [ROOF TOP solar system](#) / utility-interactive photovoltaic system. Contractor shall specify the minimum and maximum number / amount of kWh AC per year at the point of interconnection. The contractor should prepare system summary detailing each location, applicable equipment/size, predicted system energy production (kWh). In relations to any building mounted system, the contractor shall evaluate roof conditions. The roofing of the site is relatively new, and Contractor must specify as to how the existing roofing will not be harmed or compromised by the installation of solar equipment. See roofing specification for these requirements. This project shall meet all requirements of this Statement of Work and other specifications included that apply including but not limited to Town of Hempstead and County of Nassau building and safety codes..

**2.2. Scope.** The contractor shall perform all professional services as necessary to provide Sanitation District No. 7 with a complete design package including the requirements outlined in this Statement of Work. The contractor shall install the project such that it is operational and compliant with all applicable standards, building codes, UTILITY interconnection requirements, and requirements of new York State and its political subdivisions. The contractor shall include specifications, calculations and drawings in the design package, and turn it over to [Sanitation District No. 7](#) After approval by [Sanitation District No. 7](#) of the final design package, the contractor shall provide all necessary construction to successfully complete the photovoltaic system installation. The awarded contractor shall apply for and manage the rebate funding under a utility and with renewable energy certificates (RECs) paperwork.

#### 2.2.1. Design Guidelines for [Rooftop System](#)

**Design Guidelines for Rooftop PV.** Contractor shall develop a design for a new photovoltaic system at LOCATION. See attached drawings indicating available areas for installation and existing roof structure plans. These drawings are meant for informational purposes only and must be field verified by the contractor.

- Mounting system shall limit roof penetrations and shall be either building integrated roof PV or fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors.

- Conduit penetrations shall be minimized.
- If system is not building integrated or membrane sealed, system shall be fixed tilt (minimum 5 degrees tilt for flat roof or flush mounted for sloped roof) with an orientation that maximizes annual energy production.
- All roof access points shall be securely locked at the end of each day.
- System layout shall meet local fire department, code and ordinance requirements for roof access.

**2.2.2. Performance Criteria.** The following performance criteria shall be met for all arrays:

- Power provided shall be either 208V, 480V or 13.8 kV three phase compatible with the onsite distribution system.
- Proposal shall provide estimated energy delivery for each array, for each month of the year and total for the year at the delivered voltage (208V, 480V or 13.8 kV).
- The STC-rated power value will be entered into PVWatts (<http://pvwatts.nrel.gov/>) using the nearest weather file to determine estimated energy delivery in kWh AC. A default value for the system losses of 14% shall be used.
- PV array shall mean one or more PV modules having that same orientation and on the same maximum power point tracking (MPPT) system. Every array with differing orientation shall have a separate MPPT system.
- All proposed/implemented PV array locations shall be shade free from 9AM until 3PM (solar time). Contractor shall provide documentation of shading calculations for exterior extents for each proposed array. These calculations may be modified for shading obstructions that will be removed and mitigated as part of the project. Suggested documentation would include sun path diagrams for exterior array locations or SunEye measurements.
- All PV hardware components shall be either stainless steel or aluminum. PV structural components shall be corrosion resistant (galvanized steel, stainless steel, composites, or aluminum).
- The project, including supports and power conductors, shall not interfere with roof drains, water drainage, expansion joints, air intakes, existing electrical and mechanical equipment, existing antennas, and planned areas for future installation of equipment shown on drawings.

**2.2.3. Production Metering.** The project shall have:

- At least one production meter at POI.
- Allow for Sanitation District No. 7 to remotely monitor production.

**2.2.4. Construction.** Perform all construction necessary for the successful installation of the system based upon the design generated from 2.2.1., 2.2.2., and 2.2.3.

## **2.3. Technical Requirements and Reference Materials**

**2.3.1. Code Compliance.** Installation and equipment shall comply with applicable building, mechanical, fire, seismic, structural and electrical codes. Only products that are listed, tested, identified, or labeled by UL, FM, ETL, or another Nationally

Recognized Testing Laboratory shall be used as components in the project. Non-listed products are only permitted for use as project components when a comparable useable listed component does not exist. Non-listed products proposed for use as components must be identified as such in all submittals.

The contractor shall use project components that are or are made of materials that are recyclable, contain recycled materials, and that are EPA or Energy Star rated if they are available on the market.

The publications listed below form a part of this document and are hereby incorporated by reference:

- National Electrical Code (NEC)
- UL 1703 Flat – Plate PV Modules and Panels
- UL 1741 – Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems
- FM Approved – Fire Protection Tests for Solar Component Products
- IEC 62446 Grid Connected Photovoltaic Systems- Minimum Requirements for System Documentation, Commissioning Tests, and Inspections

Other technical codes that shall apply include:

- ASME PTC 50 (solar PV performance)
- ANSI Z21.83 (solar PV performance and safety)
- NFPA 853 (solar PV systems near buildings)
- IEEE 1547 (interconnections)
- ASCE/ SEI-7 – American Society of Civil Engineers – “Minimum Design Loads for Buildings and Other Structures”.
- NRCA – National Roofing Contractors Association

## **2.4. Roles and Responsibilities.**

**2.4.1. Contractor.** The contractor is required to provide:

- Design concepts
- Construction documents and engineering calculations that are signed and sealed by a licensed architect or engineer
- Submittals for materials and products
- Construction materials, equipment and labor
- Design and construction supervision / contract management
- Quality control plan (QCP)
- Safety plan
- Inspections and tests (per QCP)
- Manuals (design calculations, operation/maintenance, shop drawing, etc.)
- Commissioning of project
- Mentoring and training tribal building operating staff for operation and maintenance
- Operation and Maintenance during first year and optional service plan after the first year
- Web-based monitoring system for 20 years

**2.4.2. Sanitation District No. 7 will:**

- Review for approval design submittals and QCP
- Witness inspections and test witnesses to verify attainment of performance requirements
- Make progress payments for design / construction as agreed

**3. PROPOSAL CONCEPT DRAWINGS AND SPECIFICATIONS SUBMISSIONS**

**3.1. Concept Drawings.** The contractor shall provide Sanitation District No. 7 with concept drawings with the proposal. The drawings must indicate the proposed location of the PV array(s) and access points along with a one-line electrical diagram showing inverters, transformers, meters, and interconnection locations. All drawings shall be submitted with dimensions shown in English units.

**3.2. Concept Information.** The proposal shall include major equipment information, proposed installation/interconnection information, applicable incentive information, and performance characteristics of the system. 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

All products shall comply with the technical requirements shown under section 8, "Solar Electric Module Array". At a minimum, the proposed concept information shall include:

Equipment Information:

- System description
- Layout of installation
- Selection of key equipment and layout of equipment
- Performance of equipment components, and subsystems
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Controls, monitors, and instrumentation
- Operation and maintenance service plan

Installation Interconnection Information:

- Solar electric array orientation (degrees)
- Solar electric module tilt (degrees)
- Electrical grid interconnection requirements
- Integration of solar PV system with other power sources
- System type and mode of operation (utility interactive)

### Performance Characteristics

- Shading calculation documentation
- Total system output
- Estimated kWh/month per array (shown over a 12 month period)
- Warranties and guarantees

### Applicable Incentives

- Identify all applicable incentives

### Interconnection Agreement

- Provide confirmation that the PV systems will be designed to comply with applicable UTILITY interconnection requirements.

### Cost

- Total bid price of project including operation and maintenance for the first year, and optional service plan after the first year

## **4. DESIGN SERVICES**

Solar PV system shall be designed and engineered to maximize the solar energy resources, taking into consideration the customer's electrical demand and load patterns, proposed installation site, available solar resources, existing site conditions, proposed future site improvements, and other relevant factors.

Design Services for this project shall require a schematic design submission, a design development submission, a check set submission and a construction document submission. A final set of as-built drawings shall also be provided to Sanitation District No. 7. These submissions shall be delivered to Sanitation District No. 7 based on the project schedule submitted and approved by Sanitation District No. 7. The design package shall include the following details (4.1-4.6).

**4.1. Timeline/Project Schedule.** Contractor is required to provide an estimate on project timeline and schedule.

**4.2. Post Award Conference.** Within 21 calendar days after receipt of the contract award. The meeting will be attended by Sanitation District No. 7 team members and the contractor's personnel. At a minimum, the prime contractor's project manager and foreman, the primary designer, and a representative of any subcontractor performing over 25% of the work must attend. The meeting will be held at the project location. The purpose of the meeting will be to discuss the contractor's plan for completing the design and construction, including a construction schedule. A walk-through of the site will occur at the end of the meeting.

**4.3. Specifications.** A full set of specifications shall not be required for this project. However, specifications that express all information and demonstrate sufficient detail so as to direct the construction work outlined in this Statement of Work shall be required. The specifications package shall be coherent enough that any contractor not familiar with the project would be able to construct the project design. The specifications shall include all equipment information, proposed installation and interconnection information, and performance characteristics of the system.

**4.3.1.** All drawings, estimates, calculations, and specifications shall be in English units.

**4.3.2.** The contract shall take into account a construction plan producing a minimum disruption of day-to-day activities, utilities, services, etc.

#### **4.4. Construction Drawings**

**4.4.1.** Provide drawings for each discipline required (architectural, structural, electrical, etc.), with separate plans for new work and demolition as well as special types of drawings where necessary, such as enlarged plans, equipment curbing and flashing details, roof penetration details etc. Drawings shall clearly distinguish between new and existing work.

**4.4.2.** Each drawing shall indicate project title, project number, array identification and location, A/E firm, A/E's address and/or phone number, contract number, drawing title, drawing type, drawing number, and key plan. A cover sheet shall be provided and shall include a list of the drawings, legend, vicinity map, and location map in addition to all items required for each drawing. Each A/E submission shall be clearly dated and labeled (e.g. 75% Design Development Submission, 100% Check Set Submission, Construction Document Submission, As-Built Drawings, etc.). Each drawing sheet submitted shall include a graphic scale in the lower right-hand portion of the sheet. The final set shall be stamped by a registered engineer and/or registered architect for the state in which the building/carport is located. At a minimum, the following drawings are required:

- Site plan including utility locations and connections – shall show staging and phasing requirements.
- Electrical plans – including single line diagram and utility interconnection.
- Electrical details.
- Roof plan and/or carport plan – showing the full layout of the system and detailing any obstacles that must be permanently or temporarily removed or relocated.
- Array support and mounting details.
- Any drawings that may be required to install a complete project.
- Water proofing details

**4.4.3.** The contract documents shall sufficiently define the Statement of Work and shall stand on their own.

**4.4.4.** Specifically address the means to keep the existing building accessible and operational by means of relocation and / or phasing.

**4.5. Calculations.** The contractor will provide the following calculations.

**4.5.1. System Electrical Calculations.** Provide with design development and again with 100% check set.

- PVWatts calculation
- System energy production calculation showing estimated monthly and yearly energy output for each array
- Energy value and project cash flow

**4.6.** Contractor shall perform a roof analysis which establishes that the roof structure is capable of bearing the weight of the proposed system.

**4.7. Registration Seals.** Each final working drawing and each submitted specification and calculation document shall be signed by, bear the seal of, and show the state certificate number of the architect and/or engineer who prepared the document and / or is responsible for its preparation.

## **5. DESIGN SUBMISSIONS**

Awarded contractor will secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to Sanitation District No. 7. The awarded Contractor will complete and submit in a timely manner all documentation required to qualify for available rebates and incentives.

**5.1. Design Reviews.** For each design / drawing submissions, Sanitation District No. 7 reserves the right to make comments and request changes after the receipt of the submission. Reviews will be made by Sanitation District No. 7 staff. As part of its review, Sanitation District No. 7 may offer submission reviews to local code officials. Sanitation District No. 7 shall provide review comments within fourteen (14) calendar days of receipt of the 75% Design Development Submission and the 100% Check Set Submission.

**5.2. Purpose.** Sanitation District No. 7 will review the contractor design submissions to verify adherence to contract requirements. Design reviews by Sanitation District No. 7 are not to be interpreted as resulting in an approval of the contractor's apparent progress toward meeting contract requirements but are intended to discover any information that can be brought to the contractor's attention that might prevent errors, misdirection, or rework later in the project. The contractor shall remain completely responsible for designing, constructing, operating and maintaining the project in accordance with the requirements of this Statement of Work.

**5.3. Resolution of Comments.** The contractor shall respond to all design review comments in writing, indicating one of the following: (1) adoption and action taken, (2) adoption with modifications and action taken, (3) alternative resolution and action taken, or (4) rejection. In cases other than unqualified adoption, the contractor shall provide a statement as to why the reviewer's comment is inappropriate. If the contractor believes that any Sanitation District No. 7 design comments or requested changes will result in a change in the

contract cost, they shall notify Sanitation District No. 7 within seven calendar days of receiving the comment(s) and provide a detailed cost estimate of anticipated contract modifications. Rejection items shall not go forward to the construction phase until adequate resolution to the rejected item has been approved by Sanitation District No. 7. Design review comments shall not relieve the contractor from compliance with terms and conditions of this contract. The contractor's comment resolution shall be transmitted to Sanitation District No. 7 within seven (7) calendar days of comment receipt and incorporate discussions from the scheduled design comment review meetings.

## **6. UTILITY INTERCONNECTION AGREEMENT**

- 6.1.** The contractor shall coordinate with UTILITY to ensure that the project satisfies all UTILITY criteria for interconnection of the project to the UTILITY electric distribution system. This includes coordinating all negotiations, meeting with UTILITY, design reviews, and participating in any needed interaction between UTILITY and Sanitation District No. 7.
- 6.2.** The contractor is responsible for preparing required submissions for obtaining the Net Energy Metering (NEM) and interconnection agreement from the utility. Sanitation District No. 7 will sign the NEM and interconnection agreements, not the contractor.
- 6.3.** The contractor shall manage interconnection and startup of project in coordination with the Site and UTILITY. The contractor shall at its own expense pay any interconnection, processing, and other fees and expenses as may be required by UTILITY for interconnection and operation of the project.

## **7. Quality Control Plan**

- 7.1. Content.** For each performance and installation requirement, the QCP shall identify: item/system to be tested, exact test(s) to be performed, measured parameters, inspection/testing organization, and the stage of construction development when tests are to be performed. Each inspection/test shall be included in the overall construction schedule. The contractor is not relieved from required performance tests should these not be included in the plan.

The QCP is intended to document those inspections and tests necessary to assure Sanitation District No. 7 that product delivery, quality and performance are as required. It also serves as an inspection coordination tool between the contractor and Sanitation District No. 7. An example of these inspections/tests is the final test/inspection for overall performance compliance of the system. Results from tests and inspections shall be submitted within 24 hours of performing the tests and inspections.

At a minimum, the QCP should conform to "IEC 62446 Grid Connected Photovoltaic Systems - Minimum Requirements for System Documentation, Commissioning Tests, and Inspections (2009)" or the most recent update thereof.

Performance tests will be conducted at the final commissioning/acceptance testing, and one year after the acceptance date. Performance tests will include I-V curve traces for all PV strings. For project acceptance, measured performance at maximum power point must be at least 90% of expected performance, which will be adjusted for concurrently measured cell temperature and plane of array (POA) irradiance. This can be

accomplished using a current industry standard I-V curve tracer with capability to compare measured PV string I-V curves with nameplate performance of PV string compensated for concurrent cell temperature and POA irradiance measurements. If performance is less than 90% at the one year performance tests (measured using the same method as for project acceptance), contractor shall promptly troubleshoot and correct any malfunction or issues as necessary to return project to 90% measured performance or better. The contractor shall supply Sanitation District No. 7 with detailed documentation of malfunction or errors and all corrective actions taken.

**7.2. Submissions.** The QCP shall be prepared and submitted within 21 calendar days of the post award conference meeting and prior to any construction on-site. The QCP may be rejected as incomplete and returned for resubmission if there is any performance, condition or operating test that is not covered therein.

**7.3. Updating.** During construction, the contractor shall update QCP if any changes are necessary due to any changes or schedule constraints. Sanitation District No. 7 shall be notified immediately of any schedule and/or procedural changes.

## **8. SOLAR ELECTRIC MODULE ARRAY**

### **8.1. Photovoltaic Modules**

**8.1.1.** PV modules shall be a commercial off-the-shelf product, shall be UL listed, and shall be on the California Senate Bill 1 (SB1) List of Eligible SB1 Guidelines Compliant Photovoltaic Modules to be eligible for Construction Specifications Institute (CSI), and shall be properly installed according to manufacturer's instructions, NEC, and as specified herein.

**8.1.2.** The PV modules shall be installed such that the maximum amount of sunlight available year-round on a daily basis should not be obstructed. At a minimum, all PV arrays shall be shade free from 9 a.m. until 3 p.m. (solar time). All projects must include documentation of the impact from any obstruction on the seasonal or annual performance of the solar electric array.

**8.1.3.** The solar electric system shall produce the minimum annual AC energy output. If the system is proposed to produce more than the minimum required energy output to reduce the cost per delivered kWh then the system shall produce the "proposed" energy. The output will be adjusted if the actual yearly solar insolation received is less than that indicated by PVWatts. A normalizing calculation will be made to correct the output, so a contractor is not penalized for an extremely cloudy year.

**8.1.4.** System wiring shall be installed in accordance with the provisions of the NEC.

**8.1.5.** All modules installed in a series string shall be installed in the same plane/orientation.

**8.1.6.** PV modules shall have a 25-year limited warranty that modules will generate no less than 80% of rated output under STC. PV modules that do not satisfy this warranty condition shall be replaced.

**8.1.7.** Panel installation design shall allow for the best ventilation possible of panels to avoid adverse performance impacts.

**8.1.8.** Provide Sanitation District No. 7 with 1% extra PV panels.

**8.1.9.** Warranty. Provide a panel manufacturer's warranty as a minimum: No module will generate less than 90% of its specified minimum power when purchased. PV modules shall have a 25-year limited warranty guarantying a minimum performance of at least 80% of the original power for at least twenty-five (25) years. Measurement made under actual installation and temperature will be normalized to standard test conditions using the temperature and coefficients published in the module specifications.

## **8.2. Inverter and Controls**

**8.2.1.** Each inverter and associated controls shall be properly installed according to manufacturer's instructions.

**8.2.2.** Inverters shall be commercial off-the-shelf product, listed to UL 1741 and IEEE 1547, and shall meet all New York State rules and guidelines for such equipment.

The inverter shall have at a minimum the following features:

- UL/ETL listed
- Peak efficiency of 96% or higher
- Inverter shall have operational indicators of performance and have built-in data acquisition and remote monitoring.
- The inverter shall be capable of parallel operation with the existing AC power. Each inverter shall automatically synchronize its output waveform with that of the utility upon restoration of utility power.

**8.2.3.** Warning labels shall be posted on the control panels and junction boxes indicating that the circuits are energized by an alternate power source independent of utility-provided power.

**8.2.4.** Operating instructions shall be posted on or near the system, and on file with facilities operation and maintenance documents.

**8.2.5.** Provide detailed lock out /tag out instructions for all equipment.

**8.2.6.** Power provided shall be compatible with onsite electric distribution systems.

- Install inverters and control panels in most optimum locations with appropriate environmental protection. Roofs may be used if structurally sufficient. If inverters are mounted outside they shall be shaded from direct sun from 10 a.m. to 6 p.m. in the months of June to August and be able to be secured.

**8.2.7.** The inverter and system shall utilize an astronomical timer or other means to shut down the inverter during night time to avoid energy usage at night.

**8.2.8.** Warranty. A 10-year manufacturers' warranty shall be provided.

### **8.3. Control Panel to Solar Electric Array Wire Runs**

- 8.3.1.** Areas where wiring passes through ceilings, walls or other areas of the building shall be properly restored, booted, sealed and returned to their original condition.
- 8.3.2.** All wiring between carports and the point of interconnection shall be underground and meet applicable codes.
- 8.3.3.** Thermal insulation in areas where wiring is installed shall be replaced to “as found or better condition.” Access doors to these areas shall be properly sealed and gasketed.
- 8.3.4.** All field electrical devices shall have the capability to be locked as appropriate.

### **8.4. PV Monitoring**

- 8.4.1.** The PV systems installed shall provide for monitoring by Sanitation District No. 7 both by direct observation and remote monitoring, and may also allow for monitoring by the general public on a vendor provided website (if any). The public site is intended for education and outreach regarding renewable energy production and information on avoided greenhouse gas production.
- 8.4.2.** Monitor by an IP addressable device and displayed graphically in a user-friendly manner the following parameters:
  - AC energy
  - Solar irradiance
  - Show status of all equipment
  - Provide electrical one line showing operation and performance of all equipment

Data shall be available both in real time and in archived in 15-minute averages. All monitoring hardware and monitoring equipment shall be provided by the contractor.

System shall also include metering for remote data collection and display on vendor-provided web site of system performance. System performance shall allow display during different monitoring periods from one hour to one year.

- 8.4.3.** Provide networking equipment, engineering, programming, wiring, and software to allow remote connection by Sanitation District No. 7 to the local area network.
- 8.4.4.** Meters utilized for the project shall be listed on CEC List of Eligible System Performance Meters per SB1 Guidelines, shall be UL listed, and shall comply with UTILITY net energy metering requirements.
- 8.4.5.** Meters shall be installed in the main distribution panel (MDP) when possible. Meters shall not be mounted to the transformer housing without prior approval when there is no other reasonable place to mount it.

## **8.5. Transformers**

- 8.5.1.** Stand-alone boost up transformers not incorporated into the inverters shall be National Electrical Manufacturers Association (NEMA) premium efficiency. Exterior transformers shall be housed in a NEMA 3R enclosure and be pad mounted. They shall be located next to switchgear housings where indicated on drawings.

## **8.6. Structural Requirements**

- 8.6.1.** All structures, including array structures, shall be designed in accordance with all applicable state and local codes and standards.
- 8.6.2.** The contractor shall provide structural calculations, stamped by a licensed professional structural engineer in the appropriate state.
- 8.6.3.** All structural components shall be non corrosive (galvanized steel, stainless steel or aluminum). All hardware shall be stainless steel or aluminum. All components shall be designed to obtain a minimum 40 year design life.
- 8.6.4.** All roof penetrations shall be designed and constructed in collaboration with a roofing professional or manufacturer responsible for the roof and roofing material warranty for the specific site. The number and size of the penetrations necessary to extend the power and control cable into the building must be kept to a minimum and grouped in a single location when practicable. All roof installations and weather proofing of penetrations shall not compromise the roof warranty, or if roof has no warranty, accepted best practice. The roof penetrations and roof connections shall be warranted for weather tightness for ten (10) years from the installer including parts and labor.
- 8.6.5.** Rooftop installations where there is no parapet or the parapet is less than 42", a 6' safety zone from the roof edge to the PV system shall be maintained. A 3' clear path of travel shall be maintained to and around all rooftop equipment. Design shall address access for maintenance and replacement of the equipment. Appropriate fall protection or temporary platforms shall be incorporated into the design to allow for this maintenance and replacement work. If the inverters are mounted on the roof this equipment shall have permanent access walkways installed to facilitate monitoring and maintenance.

## **8.7. Attachment to Roof**

- 8.7.1.** The system shall be mounted using the best means practicable, such as direct attachment or a fully ballasted system. All penetrations and structural connections associated with supports and conduit shall be kept to a minimum and shall be water-proof.

## **8.8. Lightning Protection.** Provide surge protection on all electrical systems.

## **8.9. PV System Installation Warranty.** The PV systems shall carry a ten (10) year workmanship warranty by both the manufacturer and the installer including parts and labor.

## 9. QUALIFICATIONS FOR INCENTIVES

- 9.1. Incentives and Benefits:** Contractor shall determine and select all incentives and benefits available to the project, except that it shall select from among any mutually exclusive incentives for which the project might qualify in a way reasonably expected to maximize net present value to Sanitation District No. 7 of all incentives and benefits, RECs, energy cost savings that might be realized in relation to the project.

Contractor shall make application and pay all deposits and fees for the selected incentives and ensure that Sanitation District No. 7 receives all benefits of incentives to the extent reasonably within Contractor's control.

Project shall be designed and constructed to comply with requirements of all other benefits programs for which it might qualify. Certification shall be done in accordance with NYSERDA or other applicable agency rules and regulations.

## 10. SHOP DRAWINGS/PRODUCT DATA

- 10.1. Submissions.** The Contractor shall submit shop drawings and product data / submittals, catalog cuts, etc. as stipulated herein. Shop drawing/product data submissions to Sanitation District No. 7 shall be made after review and approval by the contractor. All approved product data and shop drawings shall be delivered to Sanitation District No. 7 in one submission electronically and in print / hard copy.

The contractor shall combine all product data submission material into hard copy manuals for reference during all phases of construction. Shop drawings shall be bound with product data.

- 10.2. Reviews.** Reviews of shop drawings and product data by Sanitation District No. 7 are not to be interpreted as an approval of the Contractor's product selections. The contractor shall remain completely responsible for constructing the PV system in accordance with all contract performance requirements.
- 10.3. Products for Submission.** The contractor shall provide shop drawings and product data for all systems, equipment and materials.

## 11. INSPECTIONS AND TESTS

- 11.1. General.** The contractor shall perform inspections and tests throughout the construction process including: existing conditions/needs assessments, construction installation placement/qualification measurements and final inspections/tests performance certification. Periodic "quality" inspections shall also be conducted to support progress payments as identified in the contractor's QCP.
- 11.2. Sanitation District No. 7 Witness.** All inspections and tests, to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by Sanitation District No. 7 and/or construction management (CM) and coordinated through the QCP.

**11.3. Final Inspections and Tests.** In order to ensure compliance with provisions of the NEC, an inspection by a licensed electrical inspector is mandatory after construction is complete. Unless otherwise identified, manufacturer recommendations shall be followed for all inspection and test procedures. The NEC inspection shall be conducted by an independent third party electrical inspector familiar with PV systems. Provide qualifications of the proposed third party inspector for review and approval prior to conducting the NEC inspections.

Tests shall include a commissioning of the array. Commissioning tests shall conform with the requirements in Section 7 (QCP). Commissioning shall be performed for the entire PV system. This data shall be used to confirm proper performance of the PV system.

**11.4. Documentation.** Inspections/tests required in the QCP shall result in a written record of data/observations. The Contractor shall provide two (2) copies of documents containing all test reports/findings. Test results shall typically include: item/system tested, location, date of test, test parameters/measured data, state of construction completion, operating mode, contractor inspector/Sanitation District No. 7 witness, test equipment description and measurement technique.

## **12. Project Closeout**

**12.1. Preparation for Final Inspection and Tests.** The following steps shall be taken to assure the project is in a condition to receive inspections and tests.

Finalize record drawings and manuals, indicating all "as-built" conditions.

**12.2. Record Drawings.** The contractor shall maintain on site the working record drawings of all changes/deviations from the original design. Notations on record drawings shall be made in erasable red pencil or other color to correspond to different changes or categories of work. Marked-up drawings shall always be maintained at the contractor's on site construction office, available for Sanitation District No. 7 and/or CM to review. Record drawings shall note related change order designations on impacted work. When shop drawings indicate significant variations over design drawings, shop drawings may be incorporated as part of record drawings. Review of record drawings may be required before monthly payments can be processed.

**12.3. As-Built Drawings and Specifications.** The Contractor shall provide "as-built drawings" and documents based upon actual site installation. Should Sanitation District No. 7 determine that variations exist between finished construction and the as-built drawings, the contractor shall correct drawings to the satisfaction of Sanitation District No. 7

The contractor shall submit six (6) hard copies and two (2) CDs containing the "as-built" drawings and specifications as CAD and PDF files.

**12.4. Warranties and Guarantees.** Submit specific warranties and guarantees, final certifications and similar documents to Sanitation District No. 7 upon substantial completion and prior to final payment. Include copies with operations and maintenance

manual. All warranties shall be signed by a principal of the contractor's firm and sealed if a corporation.

**12.5. Maintenance Manual.** Provide a detailed operation and maintenance manual including diagram of system components, description of normal operation; description of operational indicators and normal status of each, table of modes of operation, safety considerations, preventative maintenance requirements, troubleshooting and corrective actions; sources of spare parts and cut-sheets for all components. The contractor shall prepare six (6) hardcopies and two (2) CDs containing the detailed Maintenance Manual. Submit to Sanitation District No. 7

**12.6. Spare Parts.** The contractor shall provide a recommend list of spare parts. At the minimum a set of combiner box fuses for each array shall be provided along with the required spare panels noted in Section 8.

**12.7. Demonstration and Training.** Provide Sanitation District No. 7 approved training for designated personnel in the operation of the entire photovoltaic energy system, including operation and maintenance of inverter(s), transfer switches, panel board, disconnects and other features as requested by Sanitation District No. 7 Instruct the designated Sanitation District No. 7 personnel in removal and installation of panels, including wiring and all connections. Provide Sanitation District No. 7 with written instructions and procedures for shut-down and start-up activities for all components of the system. Sanitation District No. 7 shall be permitted to video tape this training for official use.

### **13. Operations and Maintenance Service.**

**13.1.** Provide operation and maintenance of the solar array systems for one year. Work shall include all manufacturer recommended maintenance as well as a 12 month performance commissioning as outlined in in section 7.1 (QCP). Sanitation District No. 7 shall be invited to witness all performance commissionings. A maintenance log shall be maintained to note dates, equipment and issues being resolved. Contractor should be available within 48 hours to respond to natural disasters (extreme storm, hail, wind events) to inspect array for damage.

## List of Abbreviations and Acronyms

|         |  |
|---------|--|
| AC      | alternate current  |
| A/E     | architects/engineers                                     |
| ANSI    | American National Standards Institute                    |
| ASCE    | American Society of Civil Engineers                      |
| ASME    | American Society of Mechanical Engineers                 |
| CDs     | compact disks  |
| CM      | construction management                                  |
| CSI     | Construction Specifications Institute                    |
| DC      | direct current   |
| EPA     | Environmental Protection Agency                          |
| ETL     | ETL Testing Laboratories                                 |
| FM      | Factory Manual   |
| IEC     | International Electrotechnical Commission                |
| IEEE    | Institute of Electrical and Electronics Engineers        |
| kWh     | kilowatt-hour  |
| kW      | kilowatt   |
| kV      | Kilovolts  |
| LED     | light emitting diode                                     |
| MDP     | main distribution panel                                  |
| MPPT    | maximum power point tracking                             |
| NEC     | National Electrical Code                                 |
| NEMA    | National Electrical Manufacturers Association            |
| NFPA    | National Fire Protection Association                     |
| NRCA    | National Roofing Contractors Association                 |
| NYSERDA | New York State Energy Research and Development Authority |
| POA     | plane of array   |
| POI     | point of interconnection                                 |
| PV      | photovoltaic   |
| QCP     | Quality Control Plan                                     |

|      |                               |
|------|-------------------------------|
| RECs | renewable energy certificates |
| STC  | standard test conditions      |
| UL   | Underwriters Laboratories     |
| V    | volts                         |

10. The Chairman of the Board of Commissioners, or designee, will be the named primary contact for the DISTRICT and will coordinate the services utilized under any contract resulting from this Request for Proposal.
11. After the initial term, the DISTRICT reserves the right to extend the contract for five (5) additional two-year periods if the VENDOR and the DISTRICT mutually agree. Renewing the agreement would imply doing so under the same terms and conditions. Three months prior to the expiration of the contract, the VENDOR shall provide to the DISTRICT's Business Office an offer to renew the contract. This offer must be in writing.

## **II. INSTRUCTIONS TO VENDORS**

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the VENDOR unopened. The VENDOR assumes the risk of any delay in the mail or in the handling of the mail by DISTRICT employees. The VENDOR assumes all responsibility for having the Proposal deposited on time at the place specified.
2. DISTRICT will interpret the submission of a Proposal to mean that the VENDOR is fully informed as to the extent and character of the services, supplies and materials required and that the VENDOR can furnish same in complete compliance with the RFQ Documents.
3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by the DISTRICT.
4. The sexual harassment training certification must be filled out in its entirety and included with each Proposal as required by the DISTRICT.
5. The forms listed below must be completed and included with each Proposal and all VENDORS must sign all RFQ Documents where indicated.

Attachment A - District RFQ Vendor Form  
 Attachment B - Non-Collusive Bidding Certification  
 Attachment C - Iran Divestment Act Compliance Rider  
 Attachment D – Sexual Harassment Training Certification  
 Attachment E – Labor Law Certification on Violations

6. VENDOR agrees to commence negotiations with the DISTRICT on a final contract within one week after award to the successful proposer.
7. No interpretation of the meaning of the RFQ Documents, contract terms, or these conditions and requirements will be made to any VENDOR orally. Every request for such interpretation should be in writing, addressed to DISTRICT's Chairman of the Board of Commissioners. If deemed necessary, in the sole discretion of the DISTRICT, any interpretations issued will be in the form of addendum/addenda to the RFQ that will be sent to all RFQ solicitors of record. All addendum/addenda so issued shall become a part of the RFQ. Any addenda sent to the VENDORS shall be binding and take precedence over the section of the original RFQ Document which it replaces. Each Proposer shall ascertain prior to submitting his/her proposal that he/she has received all addenda issued.
8. Proposers desiring clarification or interpretation of the RFQ shall make a written request to the DISTRICT at least five (5) business days prior to the closing date for receipt of proposals.
9. DISTRICT may make any investigation they deem necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the DISTRICT all such information and data for this purpose as DISTRICT may request.
10. RFQ proposers are encouraged to review the RFQ packet as it contains detailed information. By submitting this RFQ, RFQ proposers will be presumed to be thoroughly familiar with all documents and terms of RFQ issued in connection with the RFQ solicitation and failure of any RFQ proposer to receive or examine the document shall in no way relieve the RFQ proposer from performing any obligation required thereby.
11. Proposers shall promptly notify the DISTRICT of any ambiguity, inconsistency or error, which they may discover upon examination of the RFQ.

### **III. PROPOSAL**

1. On a cover sheet to the proposal, provide the official name, address, phone number, email address and website of the applicant, as well as the name of the principal contact person and the name of the person authorized to execute the contract.
2. Provide the following information for your firm:
  - a. Complete Legal Name
  - b. Full Street Address
  - c. Website
  - d. Contact Person
  - e. E-mail Address

f. Telephone Number

3. Provide a brief overview of your firm, including the year established, the number of years providing relevant services and equipment, as well as ownership structure.
4. Detail any DISTRICT resources that shall be necessary to successfully conduct this engagement, including any required employee participation in the engagement. The DISTRICT expects some staff involvement throughout the engagement term.
5. Provide a minimum of three references of current clients, complete with personal contacts, phone numbers and addresses, of such individuals, entities, or businesses for which your firm has performed similar services. Please include local government references, if any.
6. Provide a list of other Oceanside community and / or Town of Hempstead individuals, entities, or businesses that the firm has provided or does provide insurance brokerage services to over the past five (5) years.
7. Provide a comprehensive work plan for the project that addresses each of the criteria outlined in Scope of Work.
8. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes must be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, any corrections made with correction tape or fluids are to be initialed.
9. A Proposal may not be modified, withdrawn or canceled by the Proposer following the time and date designated for the receipt of proposals.
10. Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing with the signature of the Proposer prior to the official closing time and date of proposals. Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
11. Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to proposers.

**V. PROPOSAL EVALUATION**

1. The Board of Commissioners will evaluate the proposals. The following factors shall be considered in evaluation:
  - (1) The proposed approach to the scope of work.
  - (2) The level of experience of the individual(s) identified to work on this project.
  - (3) The entity's experience with similar projects.
  - (4) The responses from references. References demonstrating experience and familiarity with New York local governments are preferred.
  - (5) The suitability of the vendor/firm for the DISTRICT's needs;
  - (6) The special knowledge or expertise of the individual/firm;
  - (7) The credentials and applicable certifications of the individual/firm;
  - (8) The quality of the service provided by the vendor/firm;
  - (9) The staffing available from the firm;
  - (10) The proposed cost.
2. In addition, at the Board of Commissioners' discretion, the Board may interview all, some, or none of the VENDORS who respond to this Request for Proposal.

## **VII. AWARD AND RESERVATION OF RIGHTS**

1. The Contract will be awarded to the responsive and responsible VENDOR offering a Proposal response that in the opinion of the DISTRICT best meets the terms, conditions and criteria stated in the RFQ and as will best promote the public interest, taking into consideration the reliability of the bidder and the quality of the services to be furnished. The above listed factors will be considered in any award of contract and all work will be performed under the statutes and regulations of the Federal Government, the State of New York and the policies of the DISTRICT that relate to the services.
2. The DISTRICT reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the VENDOR distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
3. The DISTRICT reserves the right to reject all Proposals upon its sole discretion. Also reserved is the right to reject, any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of DISTRICT will be served.
4. Technicalities or minor irregularities in Proposals which may be waived when the DISTRICT determines that it will be in the DISTRICT'S best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from, or variation in, the precise requirements of the specifications and having none or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of

which will not affect the relative standing of or be otherwise prejudicial to other proposers. The DISTRICT may either give a proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his/her proposal, or waive such deficiency where it is advantageous to the DISTRICT to do so.

5. DISTRICT reserves the right to reject incomplete Proposals. DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this RFQ / RFP will become the property of DISTRICT upon the opening of this RFQ / RFP.
6. DISTRICT reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFQ / RFP Documents or limit the VENDOR's liability to DISTRICT on the Contract awarded on the basis of such Proposal.
7. DISTRICT reserves the right to reject any Proposal where investigation and evaluation of the VENDOR's qualifications indicate that the VENDOR may not promptly and efficiently complete the services as per the Specifications.
8. DISTRICT reserves the right to negotiate the terms of the contract upon the award pursuant to this RFQ / RFP, including but not limited to the award amount, with the selected VENDOR(s) prior to entering into a Contract.
9. DISTRICT reserves the right to retain all Proposals submitted.
10. Proposers may designate those portions of the initial proposal that contain trade secrets or other proprietary data that is to remain confidential. Such designation shall be made with or within the proposal submitted.
11. If the DISTRICT does not agree with the confidentiality of such data, or any portion thereof it shall inform the proposer in writing what portions of the proposal will be disclosed and that, unless the proposer protests the determination of the DISTRICT or unless the proposer withdraws his/her proposal, the portions of the proposal so determined to be non-confidential will not be treated as confidential.
12. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful VENDOR and DISTRICT. The Contract shall bind the successful VENDOR to furnish and deliver at the prices and in accordance with the conditions of this Proposal. DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of DISTRICT.
13. The placing in the mail of a notice of award to a Successful VENDOR, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful VENDOR to contact DISTRICT to object to the award or

prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful VENDOR(s).

14. The VENDOR awarded the contract shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the prior consent, in writing, of the DISTRICT.
15. In the sole discretion of DISTRICT, the Proposal of a VENDOR whose performance on any previous contract with DISTRICT has been determined to be unsatisfactory may be rejected.
16. Any employee or any official of the DISTRICT, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the DISTRICT, will be reported to the appropriate law enforcement authorities and for the purposes of consideration of this RFQ / RFP shall be deemed guilty of a felony. Upon conviction such persons shall be permanently banned from participation in any competitive bidding with, or receiving any contract from the DISTRICT.
17. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the DISTRICT, elective or appointive, in his efforts to propose for, offer for sale, or to seek to make sales to the DISTRICT, will be reported to the appropriate law enforcement authorities and for the purposes of consideration of this RFQ shall be deemed guilty of a felony. Upon conviction such persons shall be permanently banned from participation in any competitive bidding with, or receiving any contract from the DISTRICT.
18. The VENDOR awarded the contract shall and will be required to conform to the "Labor Laws" as amended, of the State of New York, and shall also comply with all rules and regulations, and Labor Laws of the Federal Government, and the various acts amendatory and supplementary thereto, and all other laws, ordinances and legal requirements.
19. The VENDOR awarded the contract shall indemnify and hold harmless the DISTRICT, its agents, officers or employees from any and all claims demands, actions, losses and damages arising by reason of a breach of any of the provisions of this paragraph. Should such eventuality occur, the contract may be canceled or terminated and all money due or to become due hereunder shall be forfeited by the contractor.

20. The VENDOR awarded the contract shall immediately notify the DISTRICT of any violations or alleged violations of the state or federal law related to the VENDOR's business or the VENDOR's performance of the contract.
21. The VENDOR awarded the contract shall be liable for payment of all applicable payroll taxes or deductions required by local and federal law, social security, Medicare, and unemployment for its employees.
22. The VENDOR awarded the contract shall carry workers compensation insurance, malpractice insurance and employer's liability insurance in the full amount as required by law.

#### **VIII. EQUAL EMPLOYMENT AND NON-DISCRIMINATION**

1. The DISTRICT is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although 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 Proposer agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
2. The VENDOR awarded the contract shall in all solicitations and/or advertisements for employees placed by or on behalf of the VENDOR awarded the contract, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
3. The VENDOR awarded the contract shall cause any subcontractor engaged to perform any services required by this contract that has received approval of the District to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.
4. The utilization of minority and woman owned business as vendors and subcontractors are encouraged, whenever possible, on public contracts. The

successful proposer should make full efforts to locate minority and woman owned businesses.

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**ATTACHMENT "A"**

**VENDOR FORM**

Name of VENDOR:

Address:

Prepared By:

Title:

The undersigned declares that \_\_\_\_\_ carefully examined the RFQ Documents, including, but not limited to, the General Terms and Conditions, Specifications, Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in VENDOR's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in the RFQ Documents in the event that DISTRICT accepts VENDOR's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFQ as principals are as follows:

\_\_\_\_\_  
Signature of persons, corporation or firm

Date:

Firm:

Phone:

Name:

Prepared by (Signature): \_\_\_\_\_

Email:

**ATTACHMENT “B”**

**NON-COLLUSIVE BIDDING CERTIFICATION**

**VENDOR Name:**

**Address:**

**I. General Certification:**

- A. The VENDOR certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

**II. Non-Collusion Certification**

- A. By submission of this RFQ, the VENDOR certifies that it is complying with Section 103 of the General Municipal Law.
- B. By submission of this RFQ, each VENDOR and each person signing on behalf of any VENDOR certifies, and in the case of a joint RFQ each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1. the prices in this RFQ have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other VENDOR or competitor;
  - 2. unless otherwise required by law, the prices were not disclosed by the VENDOR prior to opening, directly or indirectly, to any other VENDOR or to any competitor;
  - 3. no attempt has been made or will be made by the VENDOR to induce any other person, partnership or corporation to submit or not submit a RFQ for the purpose of restricting competition.
- C. A RFQ shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the VENDOR cannot make the foregoing certification, the VENDOR shall so state and shall furnish with the RFQ a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFQ shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official there of which the RFQ is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a VENDOR (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publications of new or revised price lists for such items



**ATTACHMENT "C"**

**IRAN DIVESTMENT ACT OF 2012 CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, VENDOR (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, VENDOR is advised that once the list is posted on the OGS website, any VENDOR seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should DISTRICT receive information that a person is in violation of the above-referenced certification, DISTRICT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DISTRICT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the VENDOR in default.

DISTRICT reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

**CERTIFIED AND ACCEPTED BY:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "D"**

**Sexual Harassment Training Certification**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law of New York State.

CERTIFIED AND ACCEPTED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

