

THE BOROUGH OF AMBRIDGE
REQUEST FOR PROPOSALS/BIDS FOR
600 11th St. Ambridge Solar Installation

The Borough of Ambridge (the “Borough”) invites Contractors to submit a Proposal to 600.

INFORMATION AND GENERAL CONDITIONS

1. Submission of Proposals.

(a) All proposals are due by **1:00 p.m. on Monday, September 15th, 2025**. Proposers shall hand deliver their proposal to Ambridge Borough Municipal Building , ATTN: SOLAR BID 600 11th St, Ambridge, Pennsylvania 15003 between the hours of 8am to 4:00pm. Proposals shall be sealed and endorsed on the envelope. Late proposals will be rejected.

(b) Bids will be opened at the Borough Municipal Building Council Chamber (address above) on **Monday, September 15th, 2025 at 1:15pm**. The bid opening will be held publicly.

(c) All proposals must be submitted on the forms provided, with the price stated as requested. All proposals must be signed by an authorized officer of the proposer.

(d) Proposals may not be withdrawn prior to the close of the regular meeting of the Ambridge Borough Council (“Borough Council” or “Council”) next succeeding the opening of the proposals.

(e) Proposals shall be firm for a period of no less than sixty (60) days.

(f) No claims for relief on account of mistakes or omissions in the proposal will be considered and the proposers will be held strictly to their proposals. Alternatively, the Borough Council may, in its sole discretion, determine that the bid bond deposit be forfeited or to execute on the bid bond.

(g) By submitting a proposal, the proposer is certifying that it has made itself familiar with all of the documents associated with the RFP and the proposed contract and related contract documents, and certifies that the proposer is familiar with and understands and agrees to all such documents.

(h) For the proposal to be valid the following forms must be completed and returned: a) Proposal Form and Price Form; b) Completed Statement of Contractor’s Qualifications (Attachment D); c) Non-Collusion Affidavit (Attachment C); and, d) Subcontractor List, if applicable.

2. **Award.**

(a) The Borough Council may approve a proposal and award a contract to the successful proposer at its regular meeting on **Tuesday, September 23rd, 2025 at 6:30 p.m.**

(b) The Borough Council will consider accepting the proposal of the lowest responsible proposer meeting specifications, kind, quality and material being equal. The Council reserves the right to reject any and/or all proposals, for any reason or no reason, and to waive, at its sole discretion, defects, irregularities, mistakes, omissions, or informalities therein. The Borough of Ambridge (the "Borough") is not obligated to accept the lowest or any bid.

(c) It is the desire of the Borough to award a single contract to one contractor for the project; however, the Borough reserves the right to determine, in its sole discretion, to make the award in a manner that is in the best interests of the Borough.

3. **Bonds.**

(a) Bid Bond. No proposal will be entertained unless accompanied by a deposit, either a Certified Check or Bid Bond, in the amount of five percent (5%) of the total cost, made payable to the Borough of Ambridge and enclosed in the envelope containing the proposal.

(b) Performance Bond. The successful proposer shall submit to the Borough a Performance Bond in the amount of 100% of the total contract price of the award prior to providing service, but in no event shall it be submitted more than thirty (30) days after the award. The Performance Bond shall be issued by a surety company legally authorized to do business within the Commonwealth of Pennsylvania.

(c) Payment Bond. The successful proposer shall submit to the Borough a Payment Bond in the amount of 100% of the total contract price of the award prior to providing service. The Payment Bond shall be issued by a surety company legally authorized to be business within the Commonwealth of Pennsylvania and shall be in compliance with sections 3 and 3.1 of the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191 *et seq.*

4. **Contract.** The successful proposer shall enter into a contract for the Services contemplated by this RFP with the Borough. The form of the contract is attached hereto as Attachment A. Interested proposers shall submit proposed edits or revisions to the contract with the proposal. The Borough shall not consider the proposed contract edits or revisions as part of the award, but will use them as the basis for contract negotiations with the apparent successful proposer. The apparent successful proposer shall provide the Borough with a fully executed copy of the final and mutually negotiated contract prior to the date indicated above for contract award by the Borough. Failure to negotiate in good faith or to provide a fully executed copy of the contract by the indicated date may result in the Borough, in its sole discretion, rejecting your proposal, executing on your bid bond and/or awarding the proposal to another proposer. In addition, the Borough reserves all rights to respond in any other manner permitted by law.

5. **Compliance with Laws and Regulations.** By submitting a proposal, the proposer hereby agrees to abide by all applicable local, state and federal regulations, ordinances and laws, including, but not limited to, OSHA laws and regulations, during the performance of the Services contemplated by this RFP. The proposer certifies, for itself and its employees, that it shall comply with the laws, rules, regulations and policies of all federal, state and local governments and agencies of applicable jurisdiction in the performance of the Services contemplated by this RFP.

6. **Invoices and Payment.** All invoices shall be submitted to the Borough upon completion of the project. Payment will be made within forty-five (45) days of receipt. Invoices are to include the date and time of service.

7. **Non-Collusion Affidavit.** Each proposer shall submit to the Borough a fully executed Non-Collusion Affidavit, such as that document attached hereto as Attachment C.

8. **Mandatory Site Visits or Pre-Bid Conferences.** Mandatory site visits or pre-bid conferences, if any, will be detailed in the Scope of Work section.

9. **Failure to Perform/Unsatisfactory Performance.** If the proposer's work is deemed unsatisfactory, based upon timeliness, quality of work, or other factors as determined by the Borough, the contract may be terminated upon written notification and at the convenience of the Borough.

10. **Identification.** All employees of the successful proposer must wear clothing or identification which identifies them while on Borough property.

11. **Equal Opportunity Employer.** The Borough is an equal opportunity employer.

12. **Discrimination.** The Contractor shall not refuse to hire or employ or contract with, or bar or discharge from employment, or otherwise discriminate against any employee, applicant for employment, independent contractor, or any other person with respect to compensation, hire, tenure, terms, conditions, or privileges of employment or contract because of race, color, religious creed, ancestry, age, sex, national origin, or non-job related handicap or disability or the use of a guide or support animal because of blindness, deafness, or physical handicap.

13. **Supplies and Equipment.** The successful proposer will furnish all equipment and supplies necessary to perform the services outlined in this proposal.

14. **Licenses, Fees, Taxes.** The successful proposer shall obtain and maintain all necessary licenses and permits required by federal, state, and local laws.

15. **Selection Criteria.** The Borough shall select a contractor by evaluating several factors, including, but not be limited to, price, references of similar-size/scope of work, and

service capability. The Borough reserves the right to select the contractor who, in its sole opinion, meets its needs.

16. Insurance. Insurance requirements are contained within the form of agreement attached hereto as Attachment A. Certificates of insurance are to be attached to proposals.

SCOPE OF WORK AND BID REQUIREMENTS

1. Project Description.

The description of this project is as follows: The design and installation of a 119-kW roof mounted photovoltaic solar array on the roof of the Borough of Ambridge offices

The project locations are as follows: 600 11th St, Ambridge, PA 15003

2. Date, time, and location of any mandatory pre-bid walk-throughs:

Thursday, August, 14th, 2025 at 10:00am

3. Invoicing. Contractors are required to include the following on invoices:

(a) Date and time of service

4. Pricing. The contract is a fixed-fee contract. Hourly bids for identified services will not be accepted. Pricing shall be supplied utilizing the Proposal Form and Price Form forms attached hereto as Attachment B.

5. Timeline. The Contractor must be able to begin the project within one month of having been awarded the bid and meet the compliances of the new Federal Reconciliation Bill and Executive Order Beginning of Construction for Tax Credit purposes. In addition, the Contractor must be able to complete the project by October 31st, 2026. This project is dependent on the sole approval of the Borough of Ambridge.

6. References. The Contractor shall list a minimum of three (3) relevant references, where services substantially similar to the work described in Attachment A have been successfully performed within the last three (3) years. The references shall be listed as part of the information required within the Scope of Work Section. Additional references may also be submitted. A references form is attached as Attachment E.

7. Prevailing Wage. This project is subject to the Pennsylvania Prevailing Wage Law, approved August 15, 1961 (Act No. 442), as amended, and reference is made to the prevailing minimum wage rates applicable to this project which has been promulgated by the Secretary of Labor and Industry and which are attached as Attachment F.

8. Evaluation Criteria. The Borough will evaluate all proposals based on Cost and Contractor Responsibility, Qualifications and References.

9. Public Works Employment Verification Act. Pursuant to Act 141 of 2022, Contractor, prior to executing this agreement with the Borough, and any subcontractors, prior to commencing work on the Project, shall supply the Borough with a Public Works Employment Verification Form, as provided by the Pennsylvania Department of General Services (available at www.dgs.state.pa.us), acknowledging that Contractor is participating in the E-Verify Program (EVP) operated by the Department of Homeland Security, subject to the requirements of Federal Law governing the use of EVP.

10. PA Solar Center Assistance Fee. Contractor agrees to provide a one-time contribution of \$0.025 per installed watt dc (\$25.00/kilowatt DC) to the Pennsylvania Solar Center to be provided 30 days after a signed construction contract. This contribution must not be included as a line-item expense as part of the proposal submission.

Attachments

A – Form of Agreement

B – Pricing and Proposal Forms

C - Non-Collusion Affidavit

D – Statement of Contractor's Qualifications

E - References

F – Prevailing Wage Determination

ATTACHMENT A
FORM OF AGREEMENT
CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 20____, by and between the **BOROUGH OF AMBRIDGE**, having a principle address of 600 11th St, Ambridge, PA 15003 (hereinafter referred to as the “Borough”), and _____, a _____ business corporation with their principal place of business at _____ (hereinafter referred to as “Contractor”). Borough and Contractor may individually be referred to as a “party” and collectively as the “parties”.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

1. SCOPE OF WORK

(a) Contractor does hereby agree to furnish certain labor, services, equipment, materials, and other related activities, including the adoption of certain schematic drawings, and incorporation of materials and equipment customary for the construction of certain improvements, as well as all building permits required (if any) for completion of the construction project and necessary improvements made as more fully described in **Exhibit “A”** attached hereto and incorporated by reference (hereinafter collectively referred to as the “Scope of Work” or “Project”).

(b) Any addition, substitution or change to the Project shall be specified in a written change order. The Borough acknowledges that these substitutions and/or changes may occur during construction and agrees that so long as the Project is substantially in compliance with the plans and specifications set forth in **Exhibit “A”**, acceptance of any such minor deviations will not be unreasonably withheld, conditioned or delayed.

2. COSTS AND PAYMENT

(a) Borough hereby agrees to pay Contractor for the performance of the Project as set forth in the Cost Proposal included within **Exhibit “A”** attached hereto and made a part hereof (the “Contract Price”). This is a Fixed-Fee amount to be paid.

(b) The Contractor shall submit timely invoices to the Borough on a monthly basis. The Contractor shall submit its final invoice for the Agreement not later than ten (10) business days after the final date of the Term. All invoices shall include an itemization of charges and a detailed description of the Services performed. The Borough shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Agreement. The Borough will make payment within forty-five (45) days of receipt of an approved invoice.

3. INITIATION AND COMPLETION OF THE PROJECT

(a) Borough shall provide, and Contractor shall commence the Project within fifteen (15) working days of written notice to proceed.

(b) The Project shall be Substantially Completed no later than **October 31st, 2026**. (“Time for Completion”). As used in this Contract the term “substantially completed” or “substantial completion” (or words of similar import) shall mean: (i) completion of the Project to a degree that it is either fully functional, and (ii) only minor imperfections typically referred to as “Punch List” items, if any, remain to be corrected.

(c) If Contractor is delayed in the progress of construction by any act or neglect of Borough or by reason of Force Majeure (as defined herein) the Time for Completion shall be extended by such reasonable time as Contractor and the Borough may determine.

4. INSURANCE

(a) Contractor shall keep in force during the course of the Project, and shall furnish to Borough, upon Borough’s request, copies of the following insurance policies:

(i) Workers Compensation Insurance for Contractor’s employees at statutory limits; and

(ii) Comprehensive General Liability Insurance with limits of \$1,000,000.00 per person, per occurrence for personal injury and property damage, and \$3,000,000.00 in aggregate.

(iii) Automobile Liability Insurance- limit of \$1,000,000 per occurrence.

(b) The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Borough in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the Project under this Contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance. Costs for overages in excess of those required shall not be charged to Borough without prior written approval of Borough.

(c) Contractor shall procure all insurance solely from insurers authorized to do business in the Commonwealth of Pennsylvania, or insurers otherwise acceptable to the Borough. In no event shall the Contractor commence performing the Services for the Borough until Contractor has delivered to the Borough a Certificate of Insurance naming the Borough as an additional insured on its general liability insurance policy.

(d) Borough and Contractor shall waive all rights against each other and any of their contractors, subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance required herein or other insurance applicable to

the Project. Borough or Contractor, as appropriate, shall require each of the separate contractors, subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, to provide similar waivers each in favor of other parties identified herein. Each policy shall provide such waivers for subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

5. CONTRACTOR WARRANTY

(a) Contractor hereby warrants that:

(i) All plans, labor performed, materials furnished, and services provided as otherwise identified in Exhibit "A" shall conform to applicable laws, regulations and codes applicable to completion of the Project.

(ii) All labor performed shall be done in a good and workmanlike manner.

(iii) All materials furnished shall be comprised of new and good quality materials.

(iv) All labor performed and materials furnished shall be free of defect for a period of one (1) year from the date of final payment (subject to Section 6 below).

6. DEFECTS; BOROUGH'S RIGHT TO REMEDY OR CURE

(a) Contractor shall promptly remedy or cure, at its sole expense, any defect or failure of the Project to conform to the standards, requirements, time frames, plans or specifications set forth in Exhibit "A", whether discovered before or after the Project is substantially complete for a period extending until one (1) year after the date of final payment. All costs of correcting such defect or failure to conform, including any incidental costs and/or testing shall be at Contractor's own expense. This Section shall survive termination, expiration and/or final payment under this Contract.

(b) To the extent Contractor fails to promptly remedy or cure any defects, damage or failures to conform to the standards, requirements, plans or specifications set forth in Exhibit "A", in addition to all other remedies as provided herein, Borough may remedy or cure said

defects or damage, and any cost and expense so incurred by Borough shall be paid by or be recoverable from Contractor, or offset against any amounts owing and outstanding to Contractor.

(c) Neither the payment of any final sum due nor any provision of this Contract shall constitute an acceptance of the Project not done in accordance with the plans or specifications set forth in **Exhibit "A"**, or relieve Contractor or its sureties of liability with respect to any warranties of responsibility for faulty materials and/or workmanship.

7. INDEMNIFICATION

(a) At all times during performance of the Project, Contractor shall indemnify Borough from all losses and damages that may occur incident to or affect the Project, but not to the extent that any such loss or damage caused in whole or in part by the negligence of Borough.

CONTRACTOR AGREES, DURING THE COURSE OF THE PROJECT, TO INDEMNIFY AND HOLD BOROUGH HARMLESS FROM (i) ANY AND ALL LIENS, CONTRACT DAMAGES, SUITS, CLAIMS AND CAUSES OF ACTION RELATED TO THE PROJECT, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, AND (ii) ANY SUITS, CLAIMS AND CAUSES OF ACTION FOR DAMAGES TO PROPERTY OR PERSONAL INJURY TO OR DEATH OF CONTRACTOR'S EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS (AND THEIR RESPECTIVE EMPLOYEES), INCLUDING SUBCONTRACTORS AND ANY OTHER PARTY ASSOCIATED WITH PERFORMANCE OF THE PROJECT BY CONTRACTOR, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS.

8. TAXES

(a) Contractor understands and acknowledges that Borough is exempt from payment of all state and local sales and use tax. As such, Contractor agrees that it shall utilize a Pennsylvania Exemption Certificate provided by Borough to procure any and all materials, including any supplies and equipment related to the Project to avoid payment of any unnecessary tax.

(b) Borough shall complete or provide copies of the Pennsylvania Exemption Certificate for Contractor as reasonably required.

9. INSPECTION

(a) During the course of the Project, Borough, its employees, agents, representatives and invitees may enter the site of the Project (the "Premises") and use such Premises in accordance with their normal business and related operations, and Borough, its employees and

agents may also enter and inspect the Project for the purpose of appraisal, inspection and evaluation. Such inspections shall take place at reasonable times and in such manner as not to interfere with the progress of the Project.

10. PUNCH LIST

(a) Contractor shall notify Borough when the Project is substantially complete. Borough shall thereupon promptly inspect the Project and deliver to Contractor a written comprehensive list of all deficiencies that are detectable by visual examination. These deficiencies are referred to as "Punch List" items. Contractor shall promptly and diligently correct all construction deficiencies so listed. Borough may withhold an amount estimated by Borough to be the reasonable cost of correcting the construction deficiencies noted on the Borough's Punch List from the payment due Contractor upon substantial completion. Any sum retained will be promptly paid as Contractor corrects such Punch List items. In the event Contractor fails to complete the Punch List in a reasonable time, Borough shall have the option of completing the punch list and paying for the same from the monies retained. Any balance of retainage shall be paid to Contractor, but Contractor is liable for any deficiency.

11. DEFAULT; LIMITATION OF LIABILITY

(a) Borough or Contractor may terminate this Contract upon an Event of Default (defined below) in accordance with the procedures set forth herein.

(b) Subject to the expiration of all applicable cure periods as provided herein, and unless otherwise excused by reason of an event of Force Majeure, an "Event of Default" shall mean a breach of a material term of this Contract by Contractor or Borough.

(c) Except as otherwise provided herein, if an Event of Default occurs, the non-defaulting party shall notify the defaulting party in writing (the "Default Notice"), specifying the reasons for such alleged Event of Default and advising that unless such Event of Default is cured within thirty (30) days following the receipt of such Default Notice, the defaulting party shall be in default under this Contract; provided, however, that if such default cannot be cured within thirty (30) days following the receipt of such Default Notice, the defaulting party shall have an additional reasonable period of time in which to cure such default, so long as the defaulting party commences to cure the default within such initial thirty (30) day period and in good faith diligently continues to cure such default for a period of no longer than ninety (90) days from receipt of such Default Notice or as reasonably agreed by the parties in writing.

(d) Unless as otherwise mutually agreed by the parties in writing (and set forth in an amendment to this Contract) or as otherwise provided herein, if an Event of Default occurs and is not excused or cured as provided in this Contract, then, unless as otherwise limited by this Contract, the non-defaulting party may terminate this Contract and the defaulting party shall be liable for all paid and payable direct damages resulting from such default and as otherwise

provided herein. The non-defaulting party shall also be entitled to seek any other remedies available under law or in equity. Unless as otherwise provided herein, the rights and remedies under this Contract are cumulative and in addition to any other rights or remedies the parties may have under this Contract or the law.

12. ACCEPTANCE OF NONCONFORMING PROJECT

(a) If Borough agrees to accept Project that is not performed in accordance with the plans or specifications set forth in **Exhibit "A"**, Borough may do so instead of requiring its removal or correction, in which case the payment to Contractor will be equitably adjusted. Such adjustment shall be effected whether or not the final payment of the Contract Price has been made.

13. SUSPENSION BY BOROUGH FOR CONVENIENCE

(a) Borough may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Borough may determine.

(b) The Time for Completion and Contract Price shall be adjusted for increases in the cost and time caused by any such suspension, delay or interruption. No adjustment shall be made to the extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (b) that an equitable adjustment is made or denied under another provision of the Contract.

14. TERMINATION BY BOROUGH FOR CONVENIENCE

(a) Borough may, at any time, terminate the Contract for Borough's convenience and without cause.

(b) Upon receipt of written notice from Borough of such termination for Borough's convenience, Contractor shall: (i) cease operations as directed by Borough in the notice; (ii) take actions necessary, or that Borough may direct, for the protection and preservation of the Project, and (iii) except for work on the Project directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

(c) In case of such termination for Borough's convenience, Contractor shall only be entitled to receive payment for work on the Project performed, and costs incurred by reason of such termination. In no event shall the amount of such payment be greater than the Contract Price.

15. CLEAN-UP

(a) Contractor shall at all times keep the Premises free from the accumulation of dirt, waste materials or rubbish caused by the Project. Upon completion of the Project, Contractor shall remove from the Premises all waste materials, rubbish, tools, construction equipment, machinery and surplus materials, and shall further restore the Premises in a manner consistent with that addressed in the plans and specifications set forth in **Exhibit "A"**. Prior to leaving the Premises at the end of the work day, Contractor shall secure the site of the Premises.

(b) To the extent Contractor fails to clean-up the Premises as provided herein, Borough may clean-up the same, and any cost and expense so incurred by Borough shall be paid by or be recoverable from Contractor, or offset against any amounts owing and outstanding to Contractor.

16. HAZARDOUS MATERIALS

(a) The term "Hazardous Materials" shall mean any material or substance within the meaning and definition for "Hazardous Substance" and/or "Hazardous Waste" as those terms are employed and set forth in the Pennsylvania Hazardous Waste Cleanup Act and the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 USC § 6901 et seq., and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof and petroleum releases; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling, including, but not limited to, asbestos or polychlorinated biphenyl (PCB); and, (e) any infectious or medical waste or environmental contamination as defined by any applicable federal or state laws or regulations.

(b) Contractor shall immediately notify Borough, both orally and in writing, of the presence and location of any physical evidence of, or information regarding the presence of Hazardous Materials at the Premises of which it becomes aware. If Contractor encounters Hazardous Materials on the Project site, Contractor shall (a) immediately stop performance of Project or that portion of the Project affected by or affecting such Hazardous Materials; (b)

secure the contaminated area against intrusion; (c) not disturb or remove the Hazardous Materials; (d) not proceed, or allow any subcontractor or supplier to proceed, with any work on the Project or other activities in the area affected by such Hazardous Materials until such materials have been properly remediated and until directed in writing to do so by Borough; and, (e) take any other steps necessary to protect life and health and the surrounding environment. With the written consent of Borough, Contractor may be entitled to adjustment of the Time for Completion and the Contract Price in order to compensate for the impact of any required demolition, rework, shutdown, delay, protection of work, disruption, and start-up resulting from the encountering of such Hazardous Materials on the Project site for which Contractor is not responsible.

(c) Contractor shall not select, install or otherwise incorporate any products or materials containing Hazardous Materials within the boundaries of the Premises unless the products and materials are specifically required in the Specifications. Should Contractor, any subcontractor or material supplier engaged by Contractor have knowledge that, or believe that, an item, component, material, substance, or accessory within a product or assembly selected by Contractor may contain Hazardous Materials, not in accordance with the definition set forth herein above, it is Contractor's responsibility to secure a written certification from the manufacturer of any suspected material which identifies the specific Hazardous Material(s) contained, together with the Material Safety Data Sheets (MSDS) for such materials. A copy of the written certification shall be submitted to Borough.

17. FORCE MAJEURE

(a) Neither party will be liable, nor will any remedy provided by this Contract be available, for any failure due to (i) the other party's delay in supplying or failure to supply approvals, information, materials, or services called for or reasonably required under the terms of this Contract, provided that the party claiming excuse has previously requested such approvals, information, materials or services with reasonable advance notice; or (ii) causes beyond the control of the party claiming excusable delay or other excusable failure to perform, including acts of God, acts of terrorism, acts of the public enemy, acts of a foreign government or of the United States of America or any political subdivision thereof, fires, floods, earthquakes, hurricanes, tornadoes, typhoons, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction, acts or omissions of carriers or suppliers not affiliated with the party claiming excuse, acts or inaction of regulatory or governmental agencies (other than at the request of the party claiming excuse), droughts, wars, epidemics, riots, theft, quarantine restrictions, and freight embargoes or other causes beyond such party's reasonable control, whether or not similar to the foregoing.

18. INDEPENDENT CONTRACTOR; FURTHER ASSURANCES AND ASSISTANCE

(a) All work performed by any contractor or subcontractor or any person on their behalf under this Contract shall be performed as an independent contractor and not as an agent of Borough. Neither party shall be considered the employees or agents of the other. Neither party

shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization.

(b) The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract or to show the ability to carry out the intent and purposes of this Contract.

(c) In the event that any claim, demand, suit, or other legal proceeding arising out of any matter relating to this Contract is made or instituted by any third party against a party to this Contract, the other party shall, at its own cost and expense, provide the party against whom such claim is instituted with all reasonable information and assistance in the defense or other disposition thereof.

19. PENNSYLVANIA RIGHT-TO-KNOW LAW

(a) The Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Contract.

(b) Unless Contractor provides Borough, in writing, with the name and contact information of another person, Borough shall notify Contractor using the information provided by Contractor in the contact information provided in this Contract if Borough needs Contractor's assistance in any matter arising out of the RTKL. Contractor shall notify Borough in writing of any change in the name or the contact information within a reasonable time prior to the change.

(c) It is acknowledged that records which are directly related to the provision of the service contemplated by this Agreement are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 67.3104 (the "RTKL"). Upon notification to the Contractor that the Borough has received a request for records under the RTKL which pertains to the service contemplated by this Agreement, the Contractor shall fully assist the Borough in responding to the request. Such assistance shall include, at a minimum, providing the Borough, within five (5) business days, access to, and copies of, any document or information arising out of the Agreement in the Contractor's possession that the Borough deems a Public Record ("Requested Information") and providing such other assistance as the Borough may request.

(d) If the Contractor fails to provide the Requested Information to the Borough within the required time period, the failure shall be considered an event of default, and the Contractor shall pay, indemnify and hold the Borough harmless for any damages, penalties, detriment or harm that the Borough may incur as a result of the Contractor's failure, including reasonable attorney's fees incurred by the Borough in the administration of the Right-to-Know Request and any appeal therefrom.

(e) If the Contractor refuses to supply the Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of a Contractor is a public record, in addition to the foregoing, liquidated damages of \$100 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record by the Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts. The Contractor's duties under this section shall survive the termination of this Agreement and as long as the Contractor has Requested Information in its possession. Upon notification by the Contractor that certain information required to be supplied to the Borough contains trade secret or confidential or proprietary information, Borough shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

20. DISCRIMINATION PROHIBITED

(a) According to 62 Pa.C.S.A. § 3701, the parties agree that:

(i) In the hiring of employees for the performance of work under the Contract, the Contractor or any subcontractor or any person acting on their behalf shall not discriminate against any citizen of this Commonwealth by reason of gender, race, creed or color who is qualified and available to perform the work to which the employment relates.

(ii) No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(iii) The Contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the Contract.

21. HUMAN RELATIONS ACT COMPLIANCE

(a) Contractor shall comply with the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania, as amended. Specifically, Contractor agrees to prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others.

22. PENNSYLVANIA PREVAILING WAGE RATES

(i) The Project shall conform with the pertinent regulation and the general Pennsylvania prevailing minimum wage rates, (act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry. A copy of the Prevailing Wage Determination for this Project is attached hereto and marked as **Exhibit "B"**.

23. STANDARD OF QUALITY

(a) The various materials and products identified by name in the plans and specifications set forth in **Exhibit "A"** (if any) are given to establish a standard of quality and of cost. It is not the intent to limit Contractor to any one material or product specified but rather to describe the minimum standard.

24. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT.

(a) Contractor's attention is directed to the provisions of Act 3 enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on March 3, 1978, and as amended by Act 144 dated July 9, 1984 (the "Steel Products Procurement Act") which specifies that if any products are to be used or supplied in the performance of the contract, only steel products produced in the United States shall be used in the performance of the contract or any subcontract.

(b) Contractor shall certify with current estimates that all steel products to be used or supplied in the performance of the contract comply with the Steel Products Procurement Act.

(c) The provisions of the Steel Products Procurement Act shall not be considered as waived under any circumstances unless (A) the Borough has determined, under authority granted in Section 4 (B) of the Act, that a certain Steel product or products are not produced in the United States in sufficient quantities to meet the requirements of the Contract, such a determination will be set forth in the proposal or in any addendum to the proposal; or, (B) the steel product to be used or supplied in performance of the contract is included on a list, published on the Pennsylvania Department of General Services website, of exempt machinery and equipment steel products identified by the Pennsylvania Department of General Services as having not been produced in the United States in sufficient quantities in the previous calendar year. Steel products are defined as products rolled, formed shaped, drawn extruded, forged, cast fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

25. RETENTION

(a) Borough shall retain 10% of the amount of each payment until 50% of the Project is complete. After 50% of the Project is complete the retainage shall be reduced to 5% of the completed work.

26. BONDS

(a) Prior to commencing work, Contractor shall provide Borough with a Performance Bond in the amount of 100% of the Contract Price issued by a surety company legally authorized to do business within the Commonwealth of Pennsylvania.

(b) Prior to commencing work Contractor shall provide Borough with a Payment Bond in the amount of 100% of the Contact Price issued by a surety company legally authorized to do business within the Commonwealth of Pennsylvania. The Payment Bond shall be in compliance with sections 3 and 3.1 of the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191 *et seq.*

27. PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

(a) Pursuant to Public Works Employment Verification Act, Contractor, and any subcontractor or any person employed on their behalf shall submit to Borough a fully completed and unaltered Public Works Employment Verification Form, as provided by the Pennsylvania Department of General Services (available at www.dgs.state.pa.us), acknowledging its responsibilities under and its compliance with the provisions of 71 P.S. §656.2, and stating that the Contractor is enrolled in the E-Verify Program operated by the Department of Homeland Security. Submission of the Public Works Employment Verification Form to the Borough by Contractor is a precondition to award of the Contract. Contractor is obligated to inform any subcontractor of this provision and shall include a similar provision in any contract with any subcontractor.

28. ADDITIONAL REQUIREMENTS

(a) The Contractor shall comply with the following additional requirements under the Contract:

(i) Perform and to adhere to all related administrative functions, as required by the U.S. Department of Labor and the Commonwealth of Pennsylvania.

29. MISCELLANEOUS

(a) This Contract shall consist of this agreement, including any additional conditions, drawings, specifications, addenda issued prior to execution of this Contract, any and all exhibits, bid documents, including bid submission and other documents listed in this Contract and modifications issued after execution of this Contract, all of which form the Contract, and are as

fully a part of the Contract as if attached to this Contracted or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

(b) This Contract shall be governed for all purposes by the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws rules or principles that might refer the governance or construction to the laws of any other jurisdiction. Any action or proceeding against any of the parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the United States Federal Court for the Western District of Pennsylvania, Pittsburgh Division, or if subject matter jurisdiction is lacking, in the Court of Common Pleas of Beaver County, Pennsylvania, and the parties hereby consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

(c) All notices, requests, demands and other communications required or permitted to be given or made under this Contract shall be in writing and shall be deemed effective when received. A notice shall be delivered personally or sent by registered or certified mail (return receipt requested), postage prepaid, as follows:

If to Borough: Borough of Ambridge
 Attn: Borough Manager
 600 11th St
 Ambridge PA 15003

With copies to: Joe Askar
 c/o Borough of Ambridge Solicitor
 798 Turnpike Street
 Beaver, PA 15009

If to Contractor: _____

(d) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (when permitted hereunder).

(e) If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(f) This Contract may be executed in several or separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(g) Time shall be of the essence for all purposes under this Contract.

(h) As used herein the words in the singular include the plural and the masculine, feminine and neuter genders are interchangeable as required by context.

(i) No modification, amendment or alteration of the terms of this Contract shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Borough and Contractor.

(j) This Contract has been properly executed on behalf of the parties. It is understood and agreed to by the parties that any and all actions which are or may be necessary to fully authorize the parties to enter into this Contract have been properly performed. The parties have full right, power and authority to enter into and consent to this Contract and hereby agree to consummate the transactions contemplated by this Contract.

(k) The within Contract, including all prior and contemporaneous agreements and exhibits incorporated by specific reference herein, shall constitute the sole and exclusive agreement of the parties and supersede any other agreements.

IN WITNESS WHEREOF, the parties have hereunto executed the within Contract on the day and year first above written.

ATTEST:

BOROUGH:
BOROUGH OF AMBRIDGE

By:
Title: Mayor

APPROVED.

By:
Title: Controller

WITNESS/ATTEST:

CONTRACTOR:

By:
Title:

EXHIBIT “A”

SCOPE OF WORK

AND

COST PROPOSAL

30. GENERAL SCOPE OF WORK

(a) The Borough is soliciting proposals from qualified solar providers to design, engineer, and build a turn-key installation of a 119-kW DC rooftop solar PV project at the listed site address. The goal of this bid is to identify a solar partner with the necessary experience to ensure a fully-managed and well-executed process. The successful respondent will have demonstrated experience designing, planning, scheduling, permitting, constructing, interconnecting, and maintaining a solar PV system. Proposer is responsible for all permitting and licenses and should include the cost of all permitting and interconnection requirements in their proposal. Respondents should be familiar with Duquesne Light Company regulations, provide project financial analysis, and have established on-site safety standards. Please include any Federal Bonus Credits that are relevant to this specific project given a construction start date of December 31st, 2025, i.e. Energy Community Bonus, Low Income Community Bonus, Domestic Content Bonus. The Proposer shall explicitly state whether their bid package will meet the IRS Domestic Content Bonus Credit and will be contractually obligated to provide the necessary documentation to secure this Credit for the Borough. The Borough is agnostic to domestic content requirements, except in terms of overall project cost after incentives. The Borough reserves the right to modify the scope of the project at any time.

(b) The Proposer shall include design documents for all elements of the project, including, but not limited to, structural, architectural, mechanical, and electrical. The proposer should consider the following guidelines when designing the solar PV system.

(c) The Proposer shall develop a design for new PV systems that maximizes system size and cost savings on the available rooftop space. It is the responsibility of the Proposer to assess the building’s structural integrity, roof condition, and shading limitations.

(d) Mounting systems shall limit roof penetrations or be fully ballasted. Mounting system design needs to meet applicable local building code requirements with respect to snow and wind loading factors. Solar system installation must not void the roof warranty.

(e) Conduit penetrations shall be minimized.

(f) Systems shall be fixed tilt with an orientation that maximizes annual system production

(g) All roof access points shall be securely locked at the end of each day during construction or O&M activities.

(h) System layout shall meet local fire department, code and ordinance requirements for roof access.

31. CODE SPECIFICATIONS

(a) The installation and power generation and transmission equipment shall comply with applicable building, mechanical, fire, seismic, structural, and electrical codes. Only products that are listed, tested, identified, or labeled by Underwriters Laboratories (UL) or another nationally recognized testing laboratory shall be used as components in the project. Construction must comply with current adopted Borough Building Code, which includes: International Building Code and National Electric Code (NEC) 2017.

(b) **Modules:** System modules shall be certified to International Electrotechnical Commission (IEC) 61215 or 61646 performance standards, Underwriter Laboratories (UL) 1703 fire code listed.

(c) **Inverters:** Shall performance certified to IEC 62109, UL1741 be listed with an efficiency of 98% or higher

32. WARRANTIES

(a) The Proposer must provide their standard system warranty coverage along with specific equipment warranty coverage for modules, inverter, racking and workmanship.

(b) **Modules:** 25-Year linear Power Output warranty & 12 Year Product Warranty

(c) **Inverter:** 10-Year Product Warranty. Provide a price and/or plan for inverter replacement in year 11 and beyond, or pricing to extend the product warranty to 20 years.

(d) **Workmanship:** [5] Year Limited Warranty

33. INSPECTION AND COMMISSIONING

- (a) To ensure compliance with all electrical codes, an inspection by a licensed electrical inspector is mandatory after construction is complete. Commissioning tests shall be included in the final inspection and QCP. The Proposer's independent commissioning agent shall ensure that:
- (b) All equipment specifications match the proposed equipment specifications
- (c) The physical layout aligns with the as-built diagrams with variations to proposed system noted
- (d) The electrical system as laid out and connected aligns with the as built one-line diagrams including fuses, relays and switches with variation to proposed system noted
- (e) Each array passes the open circuit voltage and current test
- (f) The manual disconnect switch operates correctly

34. SYSTEM MONITORING

- (a) Monitoring of system performance is an important element of this bid. The Borough will favor a proposal that includes a turnkey monitoring system that can be accessed via the inverter manufacturer's portal or a third-party monitoring portal.
- (b) Additionally, the regularly collected data should reflect, but not be limited to, the following:
 - (c) Average and accumulated output (kWh/day, kWh/year, and cumulative kWh) versus building load
 - (d) Capacity factor
 - (e) Air quality emissions averted and real-world equivalents conversion (e.g., homes powered, vehicle miles drive, trees planted)

35. OPERATION AND MAINTENANCE OF THE SYSTEM

- (a) The successful respondent will provide a separate cost for O&M of the entire solar electric system per year, including the annual escalation percentage for this service. Operations and maintenance services include, but are not limited to:
 - (b) Online monitoring
 - (c) Performance monitoring, notification, and troubleshooting

down time (d) Corrective maintenance to mitigate any risk to the system or minimize

(e) Annual system performance reports that compare actual production to predicted production

(f) Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings

**EXHIBIT “A” TO SERVICES AGREEMENT
SCOPE OF WORK**

PROJECT

**REQUEST FOR PROPOSALS
ADDENDUMS AND
CONTRACTORS RESPONSE TO RFP**

ATTACHMENT B

PRICING AND PROPOSAL FORMS

See excel booklet 'Attachment B_Proposal Summary'

BOROUGH OF AMBRIDGE

REQUEST FOR PROPOSALS FOR _____

PROPOSAL FORM

Name of Proposer: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

Website Address: _____

First, that we have carefully examined the Request for Proposal, Scope of Work, Specifications, Form of Agreement, and all Attachments to the Request for Proposals, and in accordance with the same, submit this proposal and agree to furnish and perform the specified work for the Borough of Ambridge as per the pricing submitted;

Second, that this proposal is subject to all of the terms of the RFP, and we hereby agree to furnish such materials and labor as required in this RFP;

Third, that the prices quoted herein are exclusive of Federal Excise and Pennsylvania State Sales Tax;

Fourth, the pricing submitted is firm for at least sixty (60) days and that the Borough will not be liable and will not pay for any costs not accepted as part of this proposal;

Fifth, that we intend to be legally bound by this proposal and the agreement should it be awarded and agree to enter into the agreement as attached hereto or as may be separately negotiated with the Borough, at the discretion of the Borough; and

Sixth, I represent to the Borough that I have the authority to submit this proposal and bind myself or my company accordingly.

REQUEST FOR PROPOSALS FOR _____

IF BIDDER IS AN INDIVIDUAL

Sign here _____ Date: _____

IF BIDDING IS A CORPORATE ENTITY

Name: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Attest/Witness: _____ Date: _____

**COST
PRICING FORM**

All proposals must include itemized costs to complete the tasks described in the project scope. Additionally, the Borough requests a summarized project cost for each location in the format below (also see excel sheet provided in bid portal):

[INSERT PRICING TABLE/FORM]

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antibid-Rigging Act. 62 Pa.C.S.A. §4501 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids or RFPs.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Vendor who makes the final decision on prices and amounts quoted in the RFP.
3. Bid/RFP rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids or RFP's are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Vendor with responsibilities for the preparation, approval, or submissions of the RFP.
4. In case of a RFP submitted by a joint venture, each party to the venture must be identified in the RFP/Bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the Affidavit has the meaning commonly associated with that term in the bidding/RFP process and includes the knowing submission of RFP's higher than the RFP of another Vendor, any intentionally high or noncompetitive RFP, and any other form of RFP submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the RFP.

NON-COLLUSION AFFIDAVIT

_____ **[NAME OF PROJECT]** _____

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Contractor)

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers, I am the person responsible in my company for the price(s) and the amount of this Request for Proposal (RFP).

I state that:

- (1) The price(s) and amount of this RFP have been arrived at independently and without consultation, communication, or agreement with any other Contractor.
- (2) Neither the price(s) nor the amount of this RFP, and neither the approximate price(s) nor the approximate amount of this RFP, have been disclosed to any other Contractor, and they will not be disclosed before the RFP submission to the Borough of Ambridge.
- (3) No attempt has been made or will be made to induce any Contractor or person to refrain from submitting an RFP to the Borough of Ambridge, or to submit an RFP higher than this RFP, or to submit any intentionally high or noncompetitive RFP or other form of complementary RFP.
- (4) The RFP of my company is made in good faith and not pursuant to any agreement or discussion with or inducement from any Contractor or person to submit a complementary or other noncompetitive RFP.
- (5) _____, its affiliates, subsidiaries, officers, directors
(Name of my Company)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting an RFP to any public entity, except as follows:

I state that _____ understands and acknowledges that the
(Name of my Company)
above representations are material and important, and will be relied on by the Borough of
Ambridge when recommending for award the agreement for which this RFP is submitted, I
understand and my company understands that any misstatement in this affidavit is and shall be
treated as fraudulent concealment from the Borough of Ambridge of the true facts relating to the
submission of RFPs for this agreement.

Signature of Authorized Person

(Print Name of Authorized Person and Company Position)

Sworn to and subscribed before

Me this _____ day of

_____, 20__

(Notary Public)

(My Commission Expires)

ATTACHMENT D

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

Contractor shall provide a narrative Statement of their Qualifications for _____.
(attach an additional sheet if necessary)

[illegible]

ATTACHMENT E
REFERENCES

1. **Name:** _____
 Contact Name: _____
 Address: _____
 Telephone: _____
 Email: _____
 Services Performed (And Time Period): _____

2. **Name:** _____
 Contact Name: _____
 Address: _____
 Telephone: _____
 Email: _____
 Services Performed (And Time Period): _____

3. **Name:** _____

Contact Name: _____

Address: _____

Telephone: _____

Email: _____

Services Performed (And Time Period): _____

ATTACHMENT F
PREVAILING WAGE DETERMINATION