



Ulster County 2021 Climate Smart Communities Recertification Documentation

PE4 Action: Solar Energy Installation

14 POINTS DOCUMENTED

Background: Ulster County installed a 30.3KW solar PV array at its Public Works Highway Substation in New Paltz, NY in 2010. The facility is located at the Ulster County Fairgrounds property at 241 Libertyville Road, New Paltz, NY. The system generates approximately 37,600 kWh/year on average and offsets electricity use at the facility through net metering.

The facility serves operational needs of the Ulster County Public Works department and is not generally publicly accessible. The site does not host educational signage; however, the installation was announced via press release when completed.

Documentation:

- Photograph of facility
- Ulster County press release (available here: <https://ulstercountyny.gov/news/executive/ulster-county-executive-mike-hein-announces-solar-project-ulster-county-fairgrounds-operational>)
- Department of Energy article (available here: <https://www.energy.gov/articles/solar-projects-provide-energy-county-fairgrounds>)
- Generation report
- Installation contract
- Ulster County RFP-UC09-111



NOTICE

IMPORTANT VACCINE INFORMATION ... [CLICK FOR DETAILS](#)ulstercountyny.gov

ULSTER COUNTY EXECUTIVE MIKE HEIN ANNOUNCES THAT THE SOLAR PROJECT AT THE ULSTER COUNTY FAIRGROUNDS IS OPERATIONAL

Posted September 13, 2010

New Paltz, NY -- Ulster County Executive Mike Hein is pleased to announce Ulster County's first of several stimulus-related, energy efficiency projects. Today the county will begin relying on the 130 solar panels recently installed on the roof of the Ulster County Department of Public Works Sub Station at the Ulster County Fairgrounds. This endeavor highlights the essential connection between green jobs, renewable energy and long-term cost savings for the taxpayers of Ulster County.

This 30.3 kw solar panel installation is expected to generate enough power to supply more than 75% of the building's anticipated demand and to save County taxpayers approximately \$4,000 a year in utility bills. This solar panel array is the first of its kind on an Ulster County-owned building.

The project was completed using American made inverters and solar panels bought through Sunwize Solar, a Kingston-based solar product distributor. The project was fully funded by Ulster County's Energy Efficiency and Conservation Block Grant (Federal Recovery Act funds) and NYSERDA's Solar Electric Incentive Program.

"It is imperative that we find new and innovative ways to stimulate our local economy and at the same time save taxpayer dollars," said County Executive Hein. "This project will decrease the county's fossil fuel consumption and save on energy costs. We are committed to advancing our local alternative energy industry and this is a true win-win for Ulster County."

This solar project represents just one of the many efforts currently being undertaken by the Ulster County government to promote a greener environment. Ulster County has also completed energy audits on county-owned buildings in order to get recommendations on improving energy efficiency. All improvements will be funded by the Energy Efficiency and Conservation Block Grant.

For more information about additional projects currently being undertaken, please visit the Ulster County website at: www.UlsterCountyNY.gov (<http://www.UlsterCountyNY.gov>).

(845) 340-3000 - 244 Fair Street, PO Box 1800, Kingston, NY 12402

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Department of Energy

Solar Projects Provide Energy to County Fairgrounds

SEPTEMBER 23, 2010



[Home](#) » Solar Projects Provide Energy to County Fairgrounds



Solar panels have been installed at a shelter facility near Ulster County Fairgrounds. | Photo courtesy of Ulster County

Fairs, food festivals -- and solar panels.

Every year, thousands of people attend events at the Ulster County Fairgrounds in New York State. This year visitors to the fairgrounds will get a first-hand look at two solar energy installations that are saving Ulster County taxpayers money and supporting local companies that manufacture green technologies.

The two installations were commissioned by Ulster County officials and partially funded by \$95,000 of a larger Energy Efficient and Conservation Block Grant (EECBG) awarded to Ulster County via the Recovery Act.

Moving towards greater renewable energy use

The EECBG funding was used to install 130 solar panels on the roof of a nearby storage facility. The solar installation and a solar-powered entrance sign are projected to reduce county energy costs by approximately \$4,000 a year.

Ulster County Executive Mike Hein says the payback to local taxpayers will be immediate because the county did not have to invest any of its own money in the projects.

"We are striving to be a model county in terms of renewable energy usage, and the Recovery Act funding is helping move in that direction," says Hein.

Stimulating a local industry

Ulster County purchased the solar powered entrance sign in August 2010 from FALA Technologies, a manufacturing and engineering company based in Kingston, N.Y. According FALA Technologies President Frank Falatyn, the sign uses mounted solar panels to supply energy to internal lighting fixtures and does not require an external power source.

Falatyn says the project is important for his company at this time. "There is a lot of interest in solar products, but the economic crisis has caused a lot of companies to be very cautious about investing in new technologies," says Falatyn. "We've developed an extensive catalog of solar technology products, and this is an opportunity to showcase one of our products to a lot of people."

FALA Technologies, based in Kingston, New York since 1946, began positioning itself to compete in the solar technology market in 2008.

Falatyn also serves as vice chair of The Solar Energy Consortium and thus is looking at the big picture. He believes the solar industry can boost manufacturing in the Hudson Valley.

"This area has lost a lot of manufacturing jobs due to increased competition from overseas, but we can put people back to work if we invest in the development of solar technologies," says Falatyn.

Solar panels to power storage facility

Hudson Valley Clean Energy, another local company that employs 40 green technology employees, recently completed the second phase of the project: the installation of 130 solar panels on the roof of New Paltz Material Storage Facility at the fairgrounds. The solar panels are projected to produce 75 percent of the storage facility's anticipated demand for electricity.

The storage facility houses materials used for winter road maintenance. The building was designed with an angled roof to accommodate solar panels.

The two solar projects are only part of the work the Ulster County government is undertaking to improve energy efficiency. The county recently completed comprehensive energy audits on all county-owned buildings and plans to use remaining EECBG funds to implement some of the recommendations made by auditors.

"We expect implementation to take place within the next twelve months," says Hein.

KEVIN CRAFT

➤ MORE BY THIS AUTHOR



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54.0 °F (12.2 °C)

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Updated: October 17, 2017 3:18 PM
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Please build your report.

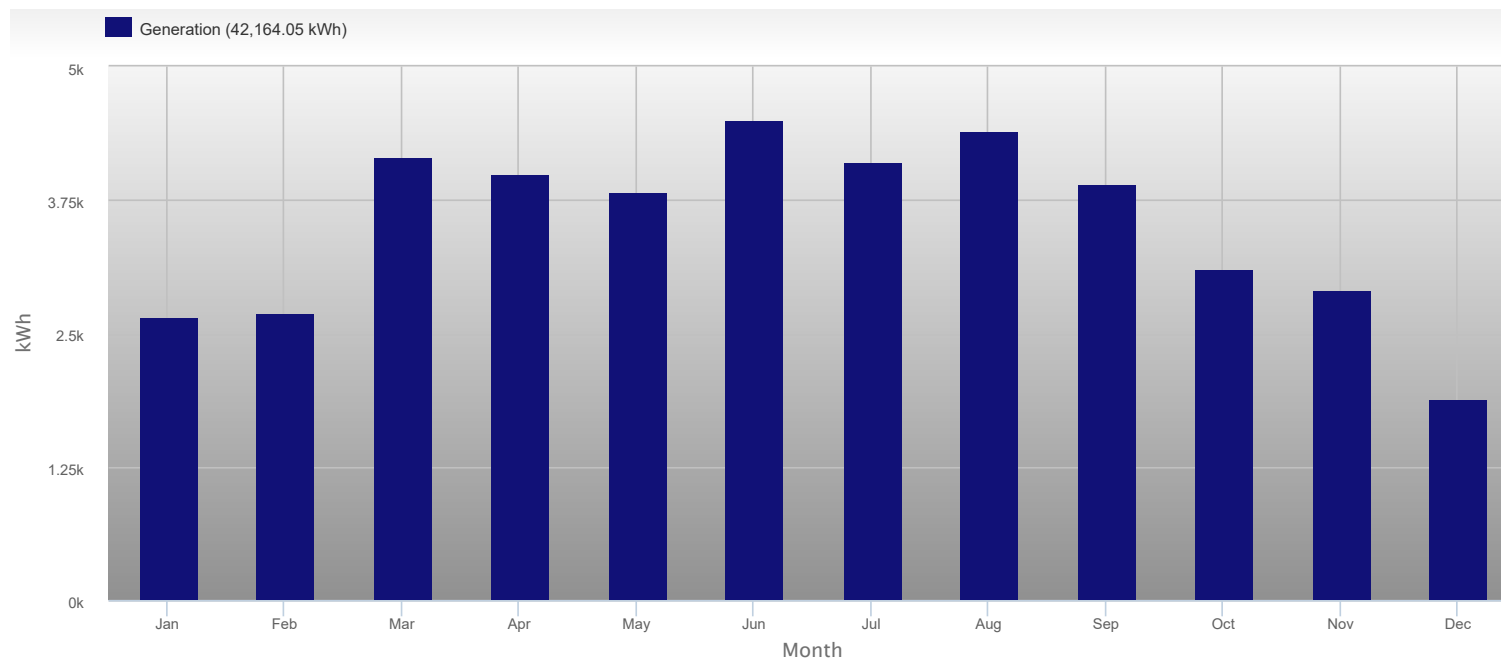
1. Report Period

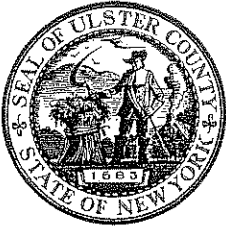
Please select a date range:

01/01/2016  to 12/31/2016 [Today](#) [Yesterday](#) [Last 3 days](#)[Last 7 days](#) [Last 30 days](#) [Last year](#)

2. Report Type

- ☒ Generation
- ☐ Generated vs. Expected
- ☐ Generation vs. Consumption
- ☐ Dollars Saved
- ☐ Report Spreadsheet

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AGREEMENT FOR VENDOR GOODS & SERVICES

THIS AGREEMENT is entered into as of this 29th day of February, 2010, by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices located at 244 Fair Street in Kingston, New York 12401 (the "**COUNTY**"); and **HUDSON VALLEY CLEAN ENERGY, INC.**, a photovoltaic solar electric contractor with principal offices located at 13 Hook Road, Rhinebeck, NY 12572 (the "**VENDOR**").

ARTICLE 1 - SCOPE OF WORK

The VENDOR agrees to provide the goods and perform the services identified in "Schedule A" (the "GOODS and SERVICES"), which is attached hereto and is hereby made a part of this Agreement. The VENDOR agrees to perform the SERVICES and provide the GOODS in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the VENDOR that the COUNTY will not compensate the VENDOR for any provision of GOODS and SERVICES not within the SCOPE OF WORK as specifically identified in "Schedule A" without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, which is executed by the Ulster County Executive (the "Executive") or the Ulster County Director of Purchasing (the "Purchasing Director"), after consultation with the head of the COUNTY Department responsible for the oversight of this Agreement (the "Department Head").

ARTICLE 2 - TERM OF AGREEMENT

The VENDOR agrees to provide the SCOPE OF GOODS AND SERVICES beginning March 1, 2010 and ending June 30, 2010.

ARTICLE 3 - COMPENSATION

For satisfactory performance pursuant to this Agreement, or as such Agreement may be modified by a mutually written Change Order, Amendment or an Addendum, the COUNTY agrees to compensate the VENDOR in accordance with the fees stated in "Schedule B," which is attached hereto and made a part of this Agreement. The VENDOR shall submit to the COUNTY itemized invoice(s) for the GOODS and SERVICES rendered, as set forth in "Schedule B," and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due to the VENDOR within sixty (60) days of receipt by the COUNTY of the VENDOR'S invoice and supporting documentation, and upon the approval of the VENDOR'S invoice by the COUNTY'S Comptroller. The COUNTY will notify the VENDOR, in writing, of the COUNTY'S reasons, if any, for objecting to all or any portion of the invoice and/or supporting documentation submitted by the VENDOR.

A fixed fee sum in the amount of **\$84,013.00 (EIGHTY-FOUR THOUSAND THIRTEEN AND 00/100-----DOLLARS)** has been established for the GOODS AND SERVICES to be rendered by the VENDOR. Costs in excess of the above-noted amount, if any, may not be incurred without prior written authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, executed by the Executive or the Purchasing Director, after consultation with the Department Head. It is specifically agreed to by the VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted amount if the COUNTY'S authorization by the Executive or the Purchasing Director is not given, in writing, prior to the provision of the GOODS and SERVICES giving rise to such excess or additional costs.

ARTICLE 4 - EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the VENDOR, or to anyone else, beyond the funds appropriated and available for this Agreement.

ARTICLE 5 - PROCUREMENT OF AGREEMENT

The VENDOR represents and warrants that no person or selling agency has been employed or retained by the VENDOR to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the Parties. The VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the VENDOR shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The VENDOR represents and warrants that neither it, nor any of its directors, officers, members, partners or employees, have any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the GOODS and SERVICES herein provided. The VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it, and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics Law, as amended from time to time, to submit a disclosure form to the Ulster County Board of Ethics and amend such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, said person either voluntarily completes and submits said disclosure form disclosing their interest in this Agreement or seeks a formal opinion from the Ulster County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the VENDOR shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 7 – REPRESENTATIONS BY THE VENDOR

The VENDOR represents that it is fully licensed (to the extent required by law), experienced, and properly qualified to provide the GOODS AND SERVICES under this Agreement, and that it is properly permitted, equipped, staffed, organized, and financed to provide such GOODS and SERVICES.

The VENDOR understands that it may become necessary for the COUNTY to submit to governmental agencies or to a court of law, part or all of the data, analyses and/or conclusions developed as a result of the provision of these GOODS and SERVICES. The VENDOR is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The VENDOR is responsible for any such penalties resulting from false information submitted to the COUNTY by the VENDOR.

ARTICLE 8 - FAIR PRACTICES

The VENDOR and each person signing on behalf of the VENDOR represents, warrants, and certifies, under penalty of perjury, that to the best of their knowledge and belief that:

- A. The prices in this Agreement have been arrived at independently by the VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor as to any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by the VENDOR have not been knowingly disclosed by the VENDOR prior to the communication of such quote to the COUNTY, or prior to the proposal opening directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or will be made by the VENDOR to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the VENDOR (i) has published price lists, rates, or tariffs covering items being procured; (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (iii) has provided the same items to other customers at the same prices being bid or quoted; does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 9 - INDEPENDENT CONTRACTOR

In performing the GOODS and SERVICES and incurring expenses under this Agreement, the VENDOR shall operate as, and have the status of, an independent contractor and shall not act as, or be, an agent of the COUNTY. As an independent contractor, the VENDOR shall be solely responsible for determining the means and methods of providing the GOODS and SERVICES and shall have complete charge and responsibility for the VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency, or unit thereof by reason hereof, and that they will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Workers' Compensation coverage, health coverage, Unemployment Insurance benefits, Social Security coverage, or employee retirement membership or credit.

ARTICLE 10 - ASSIGNMENT

The VENDOR shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the GOODS and SERVICES to be provided by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any GOODS and SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the Executive or the Purchasing Director shall be subject to all of the terms and conditions of this Agreement.

Failure of the VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause at the option of the COUNTY, and if this Agreement be so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to the VENDOR, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the COUNTY, except so much thereof as may be necessary to pay the VENDOR'S employees for past provision of GOODS and SERVICES.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the VENDOR for the benefit of its creditors made pursuant to the Laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the COUNTY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 11 - SUBCONTRACTING

The VENDOR agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement, without the prior written approval of the Executive or the Purchasing Director upon review of the COUNTY'S Attorney. Should the VENDOR require the services of a subcontractor to fulfill its obligations under this Agreement, then two (2) copies of each such proposed subcontract shall be submitted to the COUNTY with the VENDOR'S written request for approval. The said subcontractor agreement approval is required in all cases other than individual employer-employee contracts. All such subcontracts shall contain provisions specifying:

- A. That the work performed by the subcontractor must be in accordance with the terms of this Agreement between the COUNTY and the VENDOR; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the COUNTY; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the COUNTY and the VENDOR, shall create any contractual relation in law or equity, between the subcontractor and the COUNTY; and
- D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in "Article 13" (Confidentiality) of this Agreement between the COUNTY and the VENDOR. The VENDOR agrees that it is fully responsible to the COUNTY for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the VENDOR.

The VENDOR shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 12 - PERFORMANCE

The VENDOR shall provide the GOODS and SERVICES using VENDOR-owned equipment and facilities wherever and whenever possible. In providing the GOODS and SERVICES, the VENDOR shall assign qualified personnel and provide such GOODS and SERVICES in accordance with the standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized and reputable company providing GOODS and SERVICES of a similar nature. The VENDOR is hereby given notice that the COUNTY will be relying upon the accuracy, competence, and completeness of the VENDOR'S performance in using the results of these GOODS and SERVICES. The VENDOR shall, at all times, comply with all applicable Federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

ARTICLE 13 - CONFIDENTIALITY

For purposes of this Article:

A. The term "Confidential Information" as used herein means all material and information, whether written or oral, received by the VENDOR from or through the COUNTY or any other person connected with the COUNTY, or developed, produced, or obtained by the VENDOR in connection with the provision of the GOODS and SERVICES under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

B. The term "VENDOR," as used herein, includes all officers, directors, employees, agents, subcontractors, assignees, or representatives of the VENDOR.

The VENDOR shall keep all Confidential Information in a secure location within the VENDOR'S offices. The COUNTY shall have the right, but not the obligation, to enter the VENDOR'S offices in order to inspect the arrangements of the VENDOR for keeping Confidential Information secure. No inspection or failure to inspect by the COUNTY shall relieve the VENDOR of the responsibility for the performance of its obligations hereunder.

The VENDOR shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information, or any portion thereof, to anyone other than the COUNTY without the prior written consent of the Executive or the Purchasing Director, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with the provision of the GOODS and SERVICES under this Agreement.

The VENDOR shall notify the COUNTY immediately upon receipt by the VENDOR of any request by anyone other than the COUNTY for, or any inquiry related to, Confidential Information. The VENDOR is not prohibited from disclosing portions of Confidential Information if, and to the extent that (i) such portions have become generally available to the public other than by an act or omission of the VENDOR; or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the COUNTY requests all or a portion of such Confidential Information, the VENDOR shall oppose such request and cooperate with the COUNTY in obtaining a protective order or other appropriate remedy unless and until the Executive or the Purchasing Director, in writing, waives compliance with the provisions of this Article or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the COUNTY waives compliance with this Article or determines disclosure is legally required, the VENDOR shall disclose only such portions of Confidential Information that, in the opinion of the COUNTY, that the VENDOR is legally required to disclose, and the VENDOR shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

The VENDOR shall obtain from each subcontractor of the VENDOR a confidentiality agreement running to the benefit of the COUNTY, substantively identical to this Article, prior to the provision of any of the GOODS and SERVICES in connection with this Agreement by each such subcontractor, and at any time if requested by the COUNTY, from the officers, directors, agents, representatives, or employees of the VENDOR or any such subcontractor.

ARTICLE 14 - OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

A. All Confidential Information, as defined in "Article 13"(Confidentiality), including all copies thereof, is the exclusive property of the COUNTY regardless of whether or not it is delivered to the COUNTY. The VENDOR shall deliver Confidential Information and all copies thereof to the COUNTY upon request.

B. To the extent that copies of Confidential Information are authorized by the COUNTY to be retained by the VENDOR, they shall be retained in a secure location in the VENDOR'S office, for a period of six (6) years after completion of the provision of the GOODS and SERVICES or termination of this Agreement, whichever later occurs, and thereafter disposed of at the COUNTY'S direction.

ARTICLE 15 - PUBLICITY

The prior written approval of the COUNTY is required before the VENDOR, or any of its employees, representatives, servants, agents, assignees, or subcontractors, may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the provision of the GOODS and SERVICES in connection with this Agreement.

If the VENDOR, or any of its employees, representatives, servants, agents, assignees or subcontractors, desires to publish a work dealing with any aspect under this Agreement, or of the results or accomplishments attained in such performance, they must first obtain the prior written permission of the Executive or the Purchasing Director, which, unless otherwise agreed to in said written permission, will entitle the COUNTY to have a royalty fee and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

ARTICLE 16 - BOOKS AND RECORDS

The VENDOR agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 17 - RETENTION OF RECORDS

The VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The COUNTY, any New York State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 18 - AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said forms or invoices are based are subject to audit by the COUNTY. The VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the VENDOR shall make its records available to the COUNTY upon request. All books, forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the Federal Government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds, whether from the COUNTY, the State of New York, the Federal Government, private sources, or otherwise. The VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

The VENDOR shall, within sixty (60) days of the expiration of this Agreement, submit a report to the COUNTY Department Head detailing the GOODS and SERVICES provided under this Agreement. The VENDOR further agrees to provide any additional information that the COUNTY may, at any time request, upon reasonable notice to the VENDOR. Notwithstanding the foregoing, more comprehensive and/or frequent reporting requirements as may be set forth in "Schedule A," will take precedence over this provision.

ARTICLE 19 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other New York State and Federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work or for the manufacture, sale or distribution of materials, equipment, or supplies, and to the extent that this Agreement shall be performed within the State of New York, the VENDOR agrees that neither it, nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service contract as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the VENDOR agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The VENDOR is subject to fines of FIFTY AND NO/100 (\$50.00) DOLLARS per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 20 - INSURANCE

For the provision of the GOODS and SERVICES set forth herein and as may be hereinafter amended, the VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as set forth in "Schedule C"(County of Ulster Standard Contract Insurance Requirements), which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing, satisfactory to the COUNTY, who have been fully informed as to the nature of the provision of the GOODS and SERVICES to be performed. The COUNTY shall be an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of the VENDOR and not those

of the COUNTY. Notwithstanding anything to the contrary in this Agreement, the VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article. The provision of insurance by the VENDOR shall not in any way limit the VENDOR'S liability under this Agreement.

The VENDOR shall attach to this Agreement, certificates of insurance evidencing the VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Insurance Department and the Department Head, and (iii) the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements); and
- B. The VENDOR will maintain similar insurance for at least three (3) years following final acceptance of the provision of the GOODS and SERVICES;
- C. If the insurance is terminated for any reason, the VENDOR agrees to purchase for the COUNTY an unlimited extended reporting provision to report claims arising from the provision of the GOODS and SERVICES; and

Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY'S Insurance Department of circumstances or incidents that might give rise to future claims with respect to provision of the GOODS and SERVICES performed under this Agreement.

ARTICLE 21 - INDEMNIFICATION

The VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the provision of the GOODS and SERVICES performed by the VENDOR its employees, representatives, subcontractors, assignees, or agents, pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents. The VENDOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of the VENDOR, either within or without the scope of the respective employment, representation, subcontract, assignment or agency, or arising out of the VENDOR'S negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 22– RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the VENDOR'S responsibility to correct, in a timely fashion and at the VENDOR'S sole expense, any deficiencies in the provision of the GOODS and SERVICES resulting from the VENDOR'S failure to act in accordance with the standards set forth in "Article 12" (Performance), provided such deficiencies are reported to the VENDOR within one year after completion of the provision of the GOODS and SERVICES. If the VENDOR fails to correct such deficiencies in a timely and proper manner, the COUNTY may elect to have others perform such corrections and the COUNTY may charge any related cost of such corrections to the VENDOR and/or set off such amount against any sums otherwise due to the VENDOR. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded the COUNTY for such deficiencies, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 23 - CURRENT OR FORMER COUNTY EMPLOYEES

The VENDOR represents and warrants that it shall not retain the services of any COUNTY employee, or former COUNTY employee, in connection with this Agreement or any other agreement that said VENDOR has or may have with the COUNTY without the express written permission of the Executive or Purchasing Director. This limitation period covers the preceding one (1) year or longer if the COUNTY employee or former COUNTY employee has or may have an actual or perceived conflict of interest due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and the VENDOR shall neither make claim for nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 24 - PROTECTION OF COUNTY PROPERTY

The VENDOR assumes the risk of and shall be responsible for any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the VENDOR, its officers, directors, members, partners, employees, representatives, or assignees, or any person, firm, company, agent or others engaged by the VENDOR as an expert, consultant, specialist, or subcontractor hereunder, shall be the responsibility of the VENDOR.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 25 - FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, which is beyond the control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. The VENDOR'S financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If VENDOR is so delayed in the timely performance of the provision of the GOODS and SERVICES, the VENDOR'S sole and exclusive remedy is to request that a Change Order, Amendment, or Addendum to this Agreement be issued by the COUNTY and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the provision of the GOODS and SERVICES in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the provision of the GOODS and SERVICES may only be granted by a written Change Order, Amendment, or Addendum to this Agreement signed by the Executive or the Purchasing Director. In no event shall the COUNTY be liable to the VENDOR, or its subcontractors, agents, or assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

ARTICLE 26 - TERMINATION

The COUNTY may, by written notice to the VENDOR, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the COUNTY'S convenience, (ii) upon the failure of the VENDOR to comply with any of the terms or conditions of this Agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including but not limited to:

- A. Accounting for and refunding to the COUNTY within ten (10) days, any unexpended funds that have been paid to the VENDOR pursuant to this Agreement; and
- B. Furnishing within ten (10) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.
- C. In the event that this Agreement is terminated for the convenience of the COUNTY, the VENDOR shall be paid for all GOODS and SERVICES rendered through the date of termination in accordance with the schedule of values contained in "Schedule B," which is incorporated herein by reference.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, work similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any work procured by the COUNTY to complete the provision of the GOODS and SERVICES herein will be charged to the VENDOR and/or set off against any sums due to the VENDOR.

Notwithstanding any other provision of this Agreement, the VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the VENDOR'S breach of this Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments due to the VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from the VENDOR is determined.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 27 - SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include but are not limited to, the COUNTY'S right to withhold for the purposes of set-off any monies otherwise due to the VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the COUNTY by operation of law. The COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off, any amounts due and owing to the COUNTY for any reason whatsoever including without limitation, tax delinquencies, fee delinquencies, and/or monetary penalties or interest relative thereto.

ARTICLE 28 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Executive or the Purchasing Director, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 29 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. The VENDOR shall render the full provision of the GOODS and SERVICES under this Agreement in accordance with applicable provisions of all Federal, State of New York, and local laws, rules and regulations as are in effect at the time such provision of the GOODS and SERVICES is rendered.

ARTICLE 30 - WAIVER AND SEVERABILITY

The failure of either party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either party at any time to avail itself to such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the COUNTY unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or any other application of any provision of this Agreement.

ARTICLE 31 - GENERAL RELEASE

The acceptance by the VENDOR or its approved assignees of the final payment under this Agreement, whether by invoice, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of the VENDOR arising out of the performance of this Agreement.

ARTICLE 32 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the VENDOR against any officer, agent or employee of the COUNTY for or on account of anything done or omitted in connection with this Agreement.

ARTICLE 33 - ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including "Schedule A," "Schedule B," and "Schedule C," which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 34 - SURVIVING OBLIGATIONS

The VENDOR'S obligations, and those of the VENDOR'S employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to "Article 7"(Representations by the VENDOR), "Article 12"(Performance), "Article 13"(Confidentiality), "Article 14"(Ownership of Confidential Information), "Article 15"(Publicity), "Article 17"(Retention of Records), "Article 21"(Indemnification), "Article 22"(Responsibility to Correct Deficiencies), and "Article 24"(Protection of County Property), shall survive completion of the provision of the GOODS and SERVICES and/or the expiration or termination of this Agreement.

ARTICLE 35 - MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement. Changes in the SCOPE OF WORK in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the provision of any such goods and services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment, or Change Order to this Agreement, which Addendum, Amendment, or Change Order shall specifically set forth the scope of such extra or additional of any such goods and services, the amount of compensation, and extension of time for performance, if any, for any such goods and services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

Signature Page Follows

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ULSTER COUNTY DEPARTMENT OF PUBLIC WORKS

Division of Buildings and Grounds

(Approved as to content)

By: 

NAME: Brian Cunningham

TITLE: Administrative Manager

DATE: 2-2-10

COUNTY OF ULSTER

By: 

NAME: Robin Peruso

TITLE: Director of Purchasing

DATE: 2-24-10

HUDSON VALLEY CLEAN ENERGY, INC.

By: 

NAME: Jeff Irish

TITLE: President

DATE: 9 Feb 2010

SCHEDULE A
SCOPE OF GOODS AND SERVICES

A. The VENDOR shall provide the following GOODS and SERVICES to the COUNTY:

1. VENDOR will furnish all the materials and perform all the installation work for the Photovoltaic (PV) Solar Electric system as described herein, as proposed in its response to COUNTY'S Request for Proposal No. UC09-111, and as revised pursuant to changes in the New York State Energy Research and Development Authority (NYSERDA) reimbursement increase. VENDOR will provide PV Solar Electric design, equipment procurement, equipment construction, installation, electric grid interconnection, equipment measurement & verification, and complete PV system commissioning as GOODS and SERVICES to the COUNTY. Specifically, VENDOR shall provide:

One Hundred & Thirty (130) SHARP NU-U235F1 photovoltaic modules, rated at 235 watts each;
Six (6) PV POWERED PV-4800 inverters, rated at 28.8 kW - 240 volts;
UNIRAC SUNFRAME roof mounting system;
LOCUS ENERGY WEB enabled Data Monitoring System;
all additional labor and materials required to perform all installation work, electric grid interconnection, measurement & verification, and complete PV system commissioning. DC-rated power for the entire PV Solar Electric system is calculated at 30,550 watts at standard test conditions.

The annual expected energy output of the System is 38.008 kWh. The COUNTY understands that this output is dependent on climatic conditions, which are naturally variable. Actual output of the System over any consecutive twelve-month period may be higher or lower than this number.

2. The COUNTY understands and agrees to the appearances, locations and mountings as described in VENDOR'S response to the Bid and understands that they are to be considered permanent and fixed installations on the property. The County further agrees that any changes to the mounting locations will increase the System price and the time schedule allowed for the installation. The COUNTY understands that the System is a Grid-Intertie Photovoltaic Generating System that is required by state and utility regulations to disconnect and shut down in the event of a utility or electric grid failure, and will not provide back-up power in an event of such failure.

3. VENDOR will supply these specific GOODS and SERVICES to the COUNTY, for the Ulster County Dept. of Public Works (DPW) Substation & Materials Storage Facility, located on Libertyville Road, New Paltz, NY (the "Facility" as follows:

Five (5) rows of twenty-six (26) PV modules per row will be installed on the Facility's roof designated for this purpose with the PV modules configured in portrait using a UNIRAC SUNFRAME mounting system;
Six (6) inverters will be installed on the north wall of the maintenance garage.
The DC disconnect will be located next to the inverters.

4. VENDOR will provide these specific GOODS and SERVICES to the COUNTY as the duly awarded vendor for this Agreement, operating as and having the status of an independent contractor and shall not act as, or be, an agent of the COUNTY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of providing the GOODS and SERVICES and shall have complete charge and responsibility for the VENDOR'S personnel engaged in the performance of the same.

5. VENDOR will deliver specific GOODS and equipment required for this project and perform all related PV Solar Electric installation services for the COUNTY, commencing on or about March 1, 2010. All equipment installation and commissioning will be properly completed on or about April 30, 2010. The installation of the System will be considered totally complete upon successful commission testing on the System by VENDOR. VENDOR shall not be liable for any delay due to circumstances beyond its control including delay in obtaining approvals from local authorities, unavailability of access to the Facility, unavailability of subcontractors or utility personnel, timeliness of customer payments, strikes, weather, casualty or general unavailability of materials.

6. As conditions of VENDOR'S obligations to install the System, NYSERDA must approve an application for the incentive funding. The COUNTY understands that NYSERDA approval may take up to 60 days after the application is submitted to NYSERDA. VENDOR shall be responsible for applying for the NYSERDA incentive funding approval and the COUNTY agrees to cooperate as reasonably necessary with VENDOR in applying for the incentive funding approval. Any additional state or local government approvals that may be required are the responsibility of the COUNTY.

7. The Facility's location, adjacent to the Ulster County Fairgrounds will help showcase the COUNTY'S commitment to clean, renewable energy, support energy independence at the local level and raise community awareness of available renewable energy technology. The environmental benefits include a quantifiable reduction of carbon dioxide emissions and other air pollutants associated with conventional electricity generation. From a financial perspective, this project will reduce the yearly utility costs typically paid by the COUNTY and allow funds which would otherwise be spent on utility bills to be applied to programming and services that are of direct benefit to COUNTY residents.

8. Application for financial incentives for this renewal energy project must be properly submitted to NYSERDA on behalf of the COUNTY, and must adhere to all New York State filing and eligibility requirements for this funding.

All other work products, including, but not limited to, the complete PV solar electric installation as specified; grid-tied interconnection of the PV electric system; comprehensive training of UC DPW staff in complete system operation and maintenance along with providing O&M reference manuals; complete system measurement, verification, and commissioning, shall be submitted to the UC DPW, Buildings & Grounds Administrator and the UC Department of the Environment Coordinator for review and subsequent approval.

9. SYSTEM LIMITED WARRANTY: Details of the NYSERDA required, Contractor-provided warranty are provided in NYSERDA PON-1050 Attachment B. Additionally, the solar modules will have a 25-year warranty from their manufacturer and the inverter(s) shall have a 10 year warranty from their manufacturer.

Exclusions from Coverage: The VENDOR'S warranty is limited to the actual system installed and the work done by the VENDOR. This System warranty does not cover (i) intentional or accidental damage done to the system by the COUNTY or others, (ii) damage or failure due to acts of God, floods, storms., lightning, fires, or order or request by any federal, state, or local government authority, (iii) problems resulting from any failure of COUNTY to properly maintain the System, (iv) problems resulting from tampering, accident, abuse, or unauthorized repairs or alterations to the System.

THIS LIMITED WARRANTY CONSTITUTES THE ENTIRE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE CONTRACTOR BE

RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGE OF ANY NATURE WHATSOEVER.

10. GENERAL TERMS AND CONDITIONS - In addition, the following general provisions apply:

(a) All work shall be completed in compliance with all building codes and other applicable laws, including the New York State Building Code and the National Electrical Code. Components will be UL, or CSA, or ETL, or similarly listed as required by the NEC.

(b) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.

(c) The VENDOR may, with the prior written approval set forth in Article 11 of this Agreement, engage subcontractors to perform any of the work, and the VENDOR will pay subcontractors and, in all instances, remain responsible for the proper completion of this Agreement.

(d) All change orders shall be in writing and signed by both the COUNTY and the VENDOR, and shall be incorporated in, and become part of this Agreement.

(e) The VENDOR shall apply for and obtain a building permit as may be required. VENDOR shall also arrange for electrical inspection as may be required for the work to be performed.

(f) The VENDOR will install and initiate operation of the System in compliance with all distributed generation laws and rulings in effect at the time of installation, but will have no liability whatsoever for future possible changes to such laws or rulings or their effect on the operation of the System. COUNTY will be required to enter into a metering agreement with the local electric utility and the VENDOR will assist the COUNTY in doing so.

(g) After completion of the installation of the System, the VENDOR will remove all debris accumulated by the installation..

(h) The COUNTY hereby agrees to hold the VENDOR harmless for any dangerous condition on the COUNTY'S property, which **was not created by or contributed to by VENDOR** and which may occur during the course of the installation of the System.

SCHEDULE B
FEES, EXPENSES, AND INSTRUCTIONS FOR BILLING

1. The VENDOR'S total fee for SERVICES shall not exceed the amount of **EIGHTY-FOUR THOUSAND THIRTEEN AND 00/100 (\$84,013.00) DOLLARS** as the "Total Contract Price" for the GOODS and SERVICES to be provided pursuant to this Agreement.

2. NYSERDA requires that VENDOR provide the COUNTY with estimated cost data for the major components of the System. The "Total System Price" is comprised of the following estimated major customer cost elements:

PV Modules = \$76,375.00;

Inverters = \$14,778.00;

Balance of System Material = \$12,858.00;

Purchased Services, Labor, Insurance, Overhead = \$56,377.00.

The Total System Price is **ONE HUNDRED SIXTY THOUSAND THREE HUNDRED EIGHTY- EIGHT DOLLARS (\$160,388.00)**. The anticipated NYSERDA incentive funding for this project is **SEVENTY-SIX THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 (\$76,375.00)**. NYSERDA funding shall be applied to the Total System Price, and as such, the COUNTY'S Total Contract Price for this project is as follows: Total System Price less the anticipated NYSERDA funding incentive (\$160,388 less \$76,375), or **\$84,013**. VENDOR is NYSERDA Eligible Installer # 4061 under NYSERDA PON-1050 and is eligible to receive this incentive funding on behalf of the COUNTY.

3. Upon completion of the project, the VENDOR shall bill the COUNTY'S Department of Public Works, Division of Buildings & Grounds on a fixed-fee basis for the GOODS and SERVICES provided. Invoicing for the project shall not exceed the amount of **EIGHTY-FOUR THOUSAND THIRTEEN AND 00/100 (\$84,013.00) DOLLARS** as the Total Contract Price for the GOODS and SERVICES to be provided pursuant to this Agreement.

4. The COUNTY is responsible for the payment of the Total **Contract** Price to VENDOR upon completion, inspection and approval of the project by COUNTY'S Buildings and Grounds Division, and upon invoice approval by the Ulster County Comptroller. If the Total **Contract** Price is not paid accordingly VENDOR reserves the right to lock the System in a turned off, non-functioning position, and to pursue other remedies available in law or equity.
5. The VENDOR shall submit to the COUNTY an original invoice for payment. The invoice shall contain a Claimant Certification, which shall be signed and dated by an officer or authorized designee of the VENDOR. The signatory shall also be identified as to title.
6. The VENDOR'S invoice shall contain, or have attached, sufficient supporting detail, as reasonably required by the COUNTY, to verify the claim.
7. In no event shall claims be submitted in advance or accrued prior to expenditure.
8. The COUNTY will remit payment to the VENDOR within sixty (60) days of the submission of the invoice and the approvals set forth in paragraph 4 above.
9. The VENDOR agrees to meet any additional requirements which the COUNTY may from time to time require with reasonable notice to the VENDOR.

SCHEDULE C
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

WORKERS' COMPENSATION AND DISABILITY INSURANCE:

The VENDOR shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the COUNTY'S Insurance Department Certificates of Insurance evidencing this coverage. If the VENDOR is not required to carry such insurance, the VENDOR must submit form CE-200 attesting to the fact that it is not required to do so.

WORKERS' COMPENSATION REQUIREMENTS: To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity seeking to enter into contracts with municipalities MUST provide ONE of the following forms to the government entity (the COUNTY) entering into a contract:

- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER,** submit Form C-105.2, "Certificate of Workers' Compensation Insurance" (the VENDOR'S insurance carrier will send this form to the COUNTY at the VENDOR'S request). (PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3)
- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED,** submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance" (the VENDOR'S Group Self-Insurance Administrator will send this form to the COUNTY at the VENDOR'S request).
- **IF THE VENDOR IS NOT REQUIRED TO CARRY COVERAGE,** submit Form CE-200, "Affidavit For New York Entities With No Employees And Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required" (this form and the instructions for completing it are available from the link below).

DISABILITY BENEFITS REQUIREMENTS: To assist the State of New York and municipal entities in enforcing WCL Section 220(8), business entities seeking to enter into contract with municipalities MUST provide ONE of the following forms to the government entity (the COUNTY) entering into a contract:

- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER,** submit Form DB-120.1, "Certificate of Disability Benefits Insurance" (the VENDOR'S insurance carrier will send this form to the COUNTY at the VENDOR'S request).
- **IF THE VENDOR IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED,** submit Form DB-155, "Certificate of Disability Self-insurance" (the VENDOR must call the Workers Comp. Board's Self-Insurance Office at 518-402-0247).
- **IF THE VENDOR IS NOT REQUIRED TO CARRY COVERAGE,** submit Form CE-200, "Affidavit For New York Entities With No Employees And Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required" (this form and the instructions for completing it are available from the link below).

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits insurance coverage.

Form CE-200 and the instructions for completing the application and obtaining the form are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms." Business entities without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. However, business entities using the manual process may wait up to four (4) weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist business entities in answering question about this form. Please contact an attorney if you have any questions regarding Form CE-200. However, if you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.**

COMMERCIAL GENERAL LIABILITY INSURANCE:

The VENDOR shall take out and maintain during the life of the Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the COUNTY from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the VENDOR, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the VENDOR to maintain such insurance in amounts sufficient to fully protect itself and the COUNTY, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily injury liability insurance in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence and in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS general aggregate.

Property damage liability insurance in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for each occurrence and in an amount of not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS general aggregate.

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
 - A. Contractual Liability
 - B. Independent Contractors
 - C. Products and Completed Operations
3. County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800 shall be added to the Commercial General Liability policy as "Additional Insured" and this insurance is primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE:

Automobile bodily injury liability and property damage liability insurance shall be provided by the VENDOR with a minimum Combined Single Limit (CSL) of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage Shall Include:
 - A. All owned vehicles
 - B. Hired car and non-ownership liability coverage
 - C. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

Professional liability insurance in the amount of no less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

[] If this box is checked, professional liability insurance is required.

ADDITIONAL CONDITIONS OF INSURANCE:

1. The VENDOR shall submit copies of any or all required insurance policies as and when requested by the COUNTY.

CERTIFICATE OF INSURANCE:

The VENDOR shall file with the COUNTY'S Insurance Department, prior to commencing work under this Agreement, a certificate of insurance.

1. Certificate of insurance shall include:
 - A. Name and address of Insured
 - B. Issue date of certificate
 - C. Insurance company name
 - D. Type of coverage in effect
 - E. Policy number
 - F. Inception and expiration dates of policies included on the certificate
 - G. Limits of liability for all policies included on the certificate
 - H. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, NY 12402-1800.
2. If the VENDOR'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the COUNTY shall be provided with a new certificate indicating the replacement policy information as requested above. The COUNTY requires thirty (30) days prior written notice of cancellation (fifteen (15) days for non-payment of premium) from the Insurer, its Agents or Representatives.

<p align="center">COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/</p>		
BID NAME: Purchase & Install Photovoltaic (PV) Solar Electric System	BID NO. RFB-UC09-111	Page 1

INVITATION TO BID

DATE: November 20, 2009

NOTICE IS HEREBY GIVEN THAT SEALED BIDS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

RFB NAME: Photovoltaic (PV) Solar Electric System

RFB NUMBER: RFB-UC09-111

PLACE OF OPENING: Ulster County Purchasing,
310 Flatbush Avenue
Kingston, NY 12401-2742

OPENING DATE: DECEMBER 10, 2009

OPENING TIME: 3:00 PM

SITE VISIT: DECEMBER 2, 2009, 10:00 AM

AWARDED VENDOR: Submits qualifying NYSERDA rebate application(s) on behalf of Ulster County under NYSERDA Program Opportunity Notice (PON) #1050 – Solar Electric Incentive Program by **December 31, 2009.**

CONTACT PERSON: Reneé Frasch, 845-340-3999, rfra@co.ulster.ny.us

VENDORS **MUST** SUBMIT BID IN **SEALED** ENVELOPE.

PLEASE PRINT (ON THE FACE OF ENVELOPE): 1) NAME & ADDRESS OF BIDDER
2) BID NAME & NUMBER

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS which outline bidding rules of the Ulster County Purchasing Department. Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

IMPORTANT NOTICE: Bid distribution - Copies of Bid Documents obtained from any source other than directly from Ulster County are not considered official copies. Only those vendors who obtain bidding documents from Ulster County Purchasing or the Ulster County website are guaranteed to receive addendum information if issued. **If you have obtained this document from a source other than Ulster County Purchasing or its website, it is recommended that you obtain an official copy.**

By: Robin L. Peruso, CPPB
Director of Purchasing

<p align="center">COUNTY OF ULSTER – PURCHASING DEPARTMENT THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401 PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/</p>		
BID NAME: Purchase & Install Photovoltaic (PV) Solar Electric System	BID NO. RFB-UC09-111	Page 2

GENERAL CONDITIONS

BIDS

1. All proposals shall be made upon forms furnished by the Purchasing Agent for the County of Ulster and shall be contained in sealed envelopes addressed to Ulster County Purchasing Agent, 310 Flatbush Avenue, Kingston, NY 12401-2742.

2. Form of proposal as issued by the County Purchasing Agent shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the County of Ulster as interpreted by the Purchasing Agent of the County of Ulster.

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

8. Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include all delivery costs.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of

the Purchasing Agent as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Purchasing Agent to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. See attached insurance requirements.

Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "o", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to Ulster County:

- Failure to sign bid proposal page.
- Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20. The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

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21. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

AWARD

23. The Purchasing Agent reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in her opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

24. The Purchasing Agent for the County of Ulster reserves the right to waive any informality or to reject any or all bids.

25. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County Purchasing Agent.

27. Should the successful bidder fail to meet a delivery date required by the specifications, the County Purchasing Agent may, at her discretion, cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

28. Should any material or equipment delivered fail to meet the specifications, the County Purchasing Agent may, at her discretion require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

30. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten calendar days written notice to the successful bidder.

31. Payments cannot be processed by County facilities until contract items have been delivered in satisfactory condition and a properly completed Invoice has been submitted to the ordering agency by the contractor.

32. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-county agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The County of Ulster may require the successful bidder to confirm in writing, within ten days of the County's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the County in its sole discretion.

35. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

36. If a successful vendor exhibits a history of back orders or delayed deliveries the County of Ulster reserves the right to rescind their award and to disqualify them from future bidding.

37. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

38. Title shall not pass until items have been delivered to the County and accepted by the requesting Department.

39. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Ulster and appropriated therefore, and the liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

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40. The County of Ulster reserves the right to extend the term of this contract for any length of time up to sixty (60) days beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.

41. The County of Ulster reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

42. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final.

43. The County must be notified twenty-four (24) hours in advance of delivery.

The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

44. The Purchasing Agent will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

45. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accept commercial practice, without extra charge for packing cases, baling, or sacks.

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

47. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

49. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

50. Successful bidder may be requested to acknowledge, in writing, receipt of order.

51. No items are to be shipped or delivered until receipt of an official purchase order from the Ulster County Purchasing Department.

INSTALLATION OF EQUIPMENT

52. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

53. Equipment, supplies, and materials shall be stored at the site only on the approval of the Purchasing Agent and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

54. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

55. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

56. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

57. The successful bidder guarantees:

(a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

(c) To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder

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shall make any such replacement immediately upon receiving notice from the County.

SAVING CLAUSE

58. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

GOVERNING LAWS & RULES

59. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

60. The Contractor shall comply with all the provisions of the laws of the County of Ulster, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

61. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

1. Every bid or proposal hereafter made to a political

subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury;

Non-collusive bidding certification.

(a) 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 to the best of knowledge and belief;

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of

restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid 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 thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a bidder

(a) has published price lists, rates or tariffs covering items being procured,

(b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

62. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

63. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

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65. Bidders must complete attached Ulster County forms which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

Kingston, NY 12401-2742, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

67. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to date set for the opening of bids.

68. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

QUALIFICATIONS OF BIDDERS

reserves the right to reject any bid if such investigation fails to satisfy the County that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

70. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

71. All of the above statements shall hold true to all bids unless superceded by specific information included in the General Specifications or Product Specifications in the bid document.

66. No verbal

69. The Coun

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COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS
(for all contracts EXCEPT blasting, hazardous waste, bridges, and other specialties) (12/1/1008)

WORKERS' COMPENSATION AND DISABILITY INSURANCE:

The FIRM shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the Ulster County Insurance Department Certificates of Insurance evidencing this coverage. If FIRM is not required to carry such insurance, The FIRM must submit form CE-200 attesting to the fact that it is not required to do so.

WORKERS' COMPENSATION REQUIREMENTS: To assist the State and municipal entities in enforcing WCL Section 57, FIRMS seeking to enter into contracts with municipalities MUST provide ONE of the following forms to the government entity entering into a contract:

- **IF FIRM IS REQUIRED TO CARRY COVERAGE & HAS AN OUTSIDE CARRIER**, submit Form C-105.2, "Certificate of Workers' Compensation Insurance" (the FIRM'S insurance carrier will send this form to the government entity at the FIRM'S request). **(PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3)
- **IF FIRM IS REQUIRED TO CARRY COVERAGE & IS SELF INSURED**, submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance" (the FIRM'S Group Self-Insurance Administrator will send this form to the government entity at the FIRM'S request).
- **IF FIRM IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Affidavit For New York Entities With No Employees And Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required" (this form and the instructions for completing it are available from the link below).

DISABILITY BENEFITS REQUIREMENTS: To assist the State and municipal entities in enforcing WCL Section 220(8), FIRM S seeking to enter into contract with municipalities MUST provide ONE of the following forms to the government entity entering into a contract:

- **IF FIRM IS REQUIRED TO CARRY COVERAGE & HAS AN OUTSIDE CARRIER**, submit Form DB-120.1, "Certificate of Disability Benefits Insurance" (the FIRM'S insurance carrier will send this form to the government entity at FIRM'S request).
- **IF FIRM IS REQUIRED TO CARRY COVERAGE & IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance" (the FIRM must call the Workers Comp. Board's Self-Insurance Office at 518-402-0247).
- **IF FIRM IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Affidavit For New York Entities With No Employees And Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required" (this form and the instructions for completing it are available from the link below).

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits insurance coverage.

Form CE-200 and the instructions for completing the application and obtaining the form are available on the Board's website, www.wcb.state.ny.us, under the heading "Common Forms." FIRMS without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. However, FIRMS using the manual process may wait up to four weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist FIRMS in answering question about this form. Please contact an attorney if you have any questions regarding Form CE-200.**

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However, If you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.

COMMERCIAL GENERAL LIABILITY INSURANCE:

The FIRM shall take out and maintain during the life of the Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the COUNTY from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the FIRM, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the FIRM to maintain such insurance in amounts sufficient to fully protect itself and the COUNTY, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily injury liability insurance in an amount not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each occurrence and in an amount not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS general aggregate.

Property damage liability insurance in an amount not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each occurrence and in an amount of not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS general aggregate.

OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
 - A. Contractual Liability
 - B. Independent Contractors
 - C. Products and Completed Operations
3. County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800 shall be added to the Commercial General Liability policy as "Additional Insured" and this insurance is primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE:

Automobile bodily injury liability and property damage liability insurance shall be provided by the FIRM with a minimum Combined Single Limit (CSL) of ONE MILLION AND NO/100(\$1,000,000.00) DOLLARS.

OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:

1. Coverage Shall Include:
 - A. All owned vehicles
 - B. Hired car and non-ownership liability coverage
 - C. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

Professional liability insurance in the amount of no less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS

[] If this box is checked, professional liability insurance is required.

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ADDITIONAL CONDITIONS OF INSURANCE:

1. FIRM shall submit copies of any or all required insurance policies as and when requested by the COUNTY.
2. If any of the FIRM'S policies of insurance are canceled or not renewed during the life of this Agreement, immediate notice of cancellation or non-renewal shall be delivered to the COUNTY no less than ten (10) days prior to the effective date and time of cancellation or non-renewal.

CERTIFICATE OF INSURANCE:

The FIRM shall file with the Ulster County Insurance Department, prior to commencing work under this Agreement, a certificate of insurance.

1. Certificate of insurance shall include:
 - A. Name and address of Insured
 - B. Issue date of certificate
 - C. Insurance company name
 - D. Type of coverage in effect
 - E. Policy number
 - F. Inception and expiration dates of policies included on the certificate
 - G. Limits of liability for all policies included on the certificate
 - H. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.
2. If the FIRM'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the COUNTY shall be provided with a new certificate indicating the replacement policy information as requested above. The COUNTY requires thirty (30) days prior written notice of cancellation.

INDEMNIFICATION BY THE FIRM:

The FIRM agrees to protect, defend, indemnify and hold the COUNTY of Ulster and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind or character, including claims, liens, debts, personal injuries, death (including claims or losses by or death of employees of the COUNTY of Ulster or the FIRM), and without limitation by enumeration, all other claims or demands of every character occurring or in any wise incident to, in connection with, or arising, directly or indirectly, out of this Agreement. The FIRM agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

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GENERAL SPECIFICATIONS

1.0 SCOPE

Ulster County is issuing a Request for Bid for a comprehensive Photovoltaic (PV) Solar Electric System at the Ulster County Department of Public Works sub-station and materials storage facility located adjacent to the Ulster County Fairgrounds, Libertyville Road, New Paltz, New York. All responses received to this Request for Bid (RFB) are expected to maximize PV output while balancing the overall project cost. The purpose of this RFB is to provide vendors with sufficient information to prepare and submit proposals for consideration by Ulster County. Ulster County requires the greatest production percentage of the electric base load of the facility in the most cost effective means possible.

Awarded vendor MUST submit verification of New York State Energy Research and Development Authority (NYSERDA) Eligible Installer designation or bid will be rejected. A New York State (NYS) Registered Architect or NYS Licensed Professional Engineer must review the roof structure, approve the weight load of the total PV Solar Array, and account for wind and snow conditions.

2.0 BACKGROUND

The building is oriented due south, has a 30' x 88' exposed roof (2,640 sq ft) at a 32 degree pitch, and is free of any shading obstructions. It is estimated that the facility will consume approximately 55,000 to 70,000 kWh of electricity annually. Energy efficiency and conservation measures are planned for the interior that are intended to lower the overall energy demand of the finished structure. The PV Solar Electric System will be net-metered and interconnected with electric utility service supplied by Central Hudson.

This project is located next to the County fairgrounds which receives over 100,000 visitors per year and, as such, is an ideal PV public demonstration project. It is anticipated that this installation will provide a clean, renewable energy source for a county facility and will provide coverage of the facility's base energy load to the maximum extent practicable. From a financial perspective, this project is expected to reduce the yearly utility costs typically paid by the county.

A detailed description of proposed costs and prices for the PV Solar Electric System installed at this facility, including but not limited to the installed cost per watt, operation and maintenance costs (including the inverter replacement schedule), the financial payback period, the projected return on investment, available financial incentives, operational costs that will be offset by net metering, etc., shall be provided in all proposals.

The manner, method, and means by which Ulster County project goals are met will serve as the basis by which RFB responses are assessed.

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3.0 BID OPENING

Bids shall be opened at **3:00 P.M. on December 17, 2009 at the Ulster County Purchasing Dept., 310 Flatbush Avenue, Third Floor, Kingston, New York 12401.** All submittals shall be in a sealed marked envelope. Envelopes should indicate the name of the vendor and **RFB-UC09-111**. Each proposal shall contain the name of the person designated by the vendor to be the single point of communication between Ulster County and the Vendor.

Timely submission of the response is the responsibility of the vendor. Do not rely on overnight mail, as it is often unreliable. Ulster County shall not be responsible for any costs related to the submission of a proposal, and reserves the right to reject any or all proposals not considered to be in the best interest of the County.

4.0 PRE-BID MEETING

A pre-proposal meeting is scheduled for **December 2, 2009 at 10:00 am** at the site. Attendance is not mandatory but is preferred. A transcript of the questions and answers will be distributed to all attendees and proposers. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the proposer required anonymity, should be forwarded in writing to the County prior to the meeting.

5.0 CONTRACT

The contract agreement will commence on January 1, 2010 through completion of project, with an option to extend for one (1) additional year at identical prices and conditions at the sole option of Ulster County.

7.0 PAYMENT

Payments cannot be processed by the County facilities until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to "bill to" address indicated on the Purchase Order.

IN ADDITION: All successful vendors are required to adhere to the following Claimant Certification statement, printed on all Purchase Orders (PO's). Signed Claimant Certifications/POs must be mailed back to the address on the PO.: *I certify that the attached account in the amount of \$_____ is true and correct; that the items, services and disbursements charged were rendered to or for the County of Ulster on the dates stated; that no part has been paid or satisfied; that taxes for which the County is exempt are not included; and that the amount claimed is actually due.*

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8.0 STATEMENT OF WORK / PROPOSAL CONTENT

Each vendor's proposal shall begin with the vendor's management summary of the proposal AND include any desired narrative.

I. SYSTEM DESCRIPTION

- A. Indicate the minimum AC and DC power rating of the total Photovoltaic (PV) Array designed to deliver solar electricity to the building and its electrical system.
- B. The total number and specific type, brand, and power rating of proposed PV Panels and Inverters shall be indicated, along with a detailed description of all other associated equipment. The actual panel placement and azimuth angle shall also be described.
- C. Proposals must contain a complete detailed description of the proposed PV Solar Electric System and how it will achieve the objectives of this RFB. The system description shall include the integration of the new PV Solar Electric System into the existing building electrical service equipment. This description can be supplemented with a diagram. Electrical design calculations shall document that the system has been designed in accordance with the Building Code of NYS and the 2008 National Electric Code, NFPA 70.
- D. Proposals must clearly specify the maximum generating capacity of the system measured in AC and DC watts / kilowatts under standard test conditions.

II. SYSTEM SCOPE

- A. The PV Solar Electric System shall consist of an array of photovoltaic modules, combiner boxes, quick connect electrical connectors, wiring, DC disconnects, grid connected inverter(s), AC disconnect, a data display and monitoring system. Include specifications (manufacturer, model, etc.) for each component. Every PV module shall be individually tested and verified for proper voltage characteristics.
- B. The inverter(s) shall be wired to the building's main electrical service.
- C. Estimated solar energy production must be made using the National Renewable Energy Laboratory "PV Watts- Version 1" program. Estimates must use the Albany, NY station data. Data to be entered on PV Watts as "equipment nameplate" must use actual values from proposed equipment. Manufacturer's data sheets showing these actual values must be provided.
- D. Work shall include securing any required permits, submitting qualifying NYSERDA rebate application(s) on behalf of Ulster County under NYSERDA

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program Opportunity Notice (PON) #1050 – Solar Electric Incentive Program by December 31, 2009. Installer agrees to strictly adhere to all NYSERDA PON #1050 requirements in addition to all other applicable NYSERDA program requirements including the eligible installer program.

Work shall also include PV system interconnection and net metering, and all labor, materials, and equipment necessary to properly complete the installation of the PV Solar Electric System, in addition to system O&M manuals, inspections, and commissioning.

III. WARRANTIES

- A. The PV Solar Electric System in its entirety shall be warranted by the PV Solar Contractor for a minimum period of five (5) years.
- B. Proposals shall detail the manufacturer's maximum warranty available for the specific PV Panels selected for this installation. The specific manufacturer's warranted PV Panel efficiency degradation, per year for the PV Panels selected, shall also be detailed.
- C. Proposals shall detail the manufacturer's maximum warranty available for the specific Inverter(s) selected for this installation.

IV. PRODUCT

1. SUPPLIES

- A. The system shall be comprised of UL listed or recognized components. System interconnection shall comply with IEEE 929.
- B. Inverters shall comply with "UL Subject 1741" - standard for static inverters and charge controllers for use in PV Solar Electric Systems. The inverter assembly shall include a heavy-duty, DC rated, 2 pole disconnect switch to isolate DC input circuits from the inverter electronics for inverter maintenance. Inverters shall be three-phase, current source type that are suitable for operation from a 330 to 600 volt DC source to provide three-phase AC power at the specific voltage and kW rating required by the system.

2. ARRAY MOUNTING

- A. The total PV Solar Array shall be installed on the south facing roof surface of the building and attached to the existing wood sheathed, asphalt shingled roof in such a way as to minimize roof penetrations. Any roof penetrations shall be performed by the solar contractor and in a manner approved in advance by the Project Manager. The solar

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contractor, in consultation with the Project Manager, shall make every effort to avoid violating any existing roof warranties.

- B. The solar panels shall be installed at an optimal tilt angle to generate the maximum power possible, having adequate air flow with minimal air restrictions in order to minimize temperature related power losses.
- C. Subject to compliance with other requirements specified in this RFB, the PV Solar Contractor shall provide PV Solar Array mounting products by “UniRac” or utilize an equally engineered mounting system. Preference shall be given to solar contractors that utilize standard, engineered mounting systems.

3. **WIND LOADING**

- A. The PV Solar Array mounting structure, including modules, hardware and attachments shall be manufactured and designed to meet local wind loading requirements as specified by the local building codes and structural drawings. The PV Solar Electric System shall also be assessed by the PV Solar Contractor and a NYS Registered Architect or a NYS licensed Professional Engineer to ensure the PV Solar Array meets all applicable standards for wind design speeds for the particular application. This assessment must be submitted to the Project Manager for review and approval.

4. **ELECTRICAL SYSTEM**

- A. The modules shall be electrically connected by MC “quick connectors”, Tyco “quick connectors”, or equivalent, which shall be rated for service to PV systems, to create electrical strings according to the manufactures specifications. Each system shall have a combiner box(es) containing fuses and a bus to combine the output of the strings. A set of wires shall run from the combiner box to the inverter(s).
- B. All components of the electrical system and the installation shall meet the requirements of the 2008 National Electric Code, UL Standard T4, and all other applicable national, state, and local codes and standards.

V. **SYSTEM MONITORING & TESTING**

1. **MONITORING**

- A. A Data Acquisition System (DAS) shall be installed as part of the system. The DAS shall include a modem for data retrieval, a NEMA 4 rated enclosure or equivalent, and will allow for the assessment of PV

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Solar Electric System operational status, the review of diagnostic data, and specifically for the measurement of:

- 1.a. Air Temperature
 - 2.a. Solar Irradiation
 - 3.a. System Power Output with real-time display and history to provide in-depth monitoring and verification of energy production
 - 4.a. Array Power Output, voltage and current
- B. The DAS shall have the capability to upload real-time PV Solar Electric System operational data and system performance data onto the Ulster County Government website in order to inform interested parties on solar usage, energy savings, etc.

2. **TESTING**

- A. The inverter(s) shall be factory tested for performance and the results included in the O&M manual.
- B. System testing of the installed PV array shall be performed on all system strings recorded in the O&M manual.
- C. System start-up procedure shall be as outlined in the O&M manual.
- D. As-built drawings shall be completed after the installation of the PV modules. These drawing shall show all modules as placed and all conduit, wiring and equipment locations.

VI. **INSTALLATION**

1. The roof shall be inspected prior to the commencement of the installation by the PV Solar Contractor in consultation with the Project Manger. The solar contractor shall be responsible for any repairs not reported before the commencement of the installation.

Any roof penetrations shall be performed by the solar contractor and in a manner approved in advance by the Project Manager. The solar contractor, in consultation with the Project Manager, shall make every effort to avoid violating any existing roof warranties.
2. The terminal boxes, combiner boxes, interconnecting conduit, and wire harnesses shall be installed with the conduit routes being verified and approved by the Project Manager.
3. A commissioning procedure shall be performed by the PV Solar Contractor according to the manufacturer's recommendations. The

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Commissioning Procedure shall include a visual inspection of the PV array, all system wiring and connections, and documented testing of each PV string for open circuit voltage, operating amperage, and isolation. The Project Manager shall witness the commissioning.

4. The PV Solar Electric System interconnection with Central Hudson Gas & Electric's electric grid must comply with NY State Standardized Interconnection Requirements. The PV Solar Contractor shall assist the County in preparing and submitting an appropriate interconnection agreement with Central Hudson at no cost or liability to the County.

VII. INSTALLATION STANDARDS

1. PV System installation shall conform to the manufacturer's installation procedures along with the approved project drawings and specifications.
2. PV System installation shall conform to all applicable Local, State, and National codes.
3. PV System installation shall conform to applicable NEMA standards for photovoltaic systems.
4. Proposers shall present a comprehensive PV Solar Electric System installation schedule that details the various stages of project implementation from system design through system commissioning.
5. PV System installation shall comply with the "Buy American" provisions found in Section 1605 of the American Recovery and Reinvestment Act of 2009. Additional information can be found at http://www.epa.gov/ogd/forms/Buy_America_Process_and_Definitions.pdf
6. PV System installation shall comply with wage rate requirements, along with all applicable Davis -Bacon Act requirements, found in Section 1606 of the American Recovery and Reinvestment Act of 2009. Additional information can be found at <http://www.eecbg.energy.gov/davisbacon.html>.

9.0 REQUIREMENTS TO BE SUBMITTED BY VENDOR

1. COMPANY BIOGRAPHY AND INFORMATION

- A. Include a detailed company history showing past experience with PV Solar Electric installation.

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- B. Include personal qualifications and experience of principals and key team members of the company that specifically relate to this type of work proposal.
- C. Include background and past performance on similar ventures and other projects, including references and contact information.
- D. Include information on state and/or local government PV Solar Electric installations completed by the company and in operation for a minimum of two years.
- E. Verify Commercial General Liability, Worker's Compensation, and Comprehensive Business Automobile Liability insurance.
- F. **Verify New York State Energy Research and Development Authority (NYSERDA) Eligible Installer certification.**
- G. If applicable, verify North American Board of Certified Energy Practitioners (NABCEP) certification.
- H. Include applicable background Information on all subcontractors to be involved in any aspect of this PV Solar installation, e.g., roofers, electricians, engineers, etc.

10.0 PROJECT MANAGEMENT

Ulster County shall appoint a Team or Representative who will coordinate the efforts of Ulster County employees and shall be responsible for the completion of Ulster County tasks.

The successful Vendor shall appoint a Project Manager who shall be responsible for the efforts of the vendor to complete the vendor tasks.

11.0 PRICE

Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include delivery costs.

12.0 PERSONNEL QUALIFICATIONS & EXPERIENCE

Proposals should state clearly the person(s) who will be assigned to handle this account and their qualifications and experience.

13.0 PERSONNEL IDENTIFICATION

All personnel must carry on their person Picture Identification i.e. Employee Identification badge, valid Driver's License, etc. while on Ulster County property and promptly show

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Identification when requested by any Ulster County employee. The County representative reserves the right to reject and bar from the facility any employee hired by the Contractor for good and sufficient reason in the sole discretion of the County.

14.0 BACKORDERS

NO BACKORDERS WILL BE ALLOWED. If the product is not deliverable the vendor must advise the County immediately. The County will purchase from the next available source. The difference in cost will be documented and deducted from subsequent bill submitted by non-responsive vendor.

If the successful vendor exhibits a history of backorders or delayed deliveries the County of Ulster reserves the right to rescind their award and the vendor's responsibility will be questioned for future bids.

15.0 AWARD

Award will be in whole based on the NYSERDA eligible vendor who offers the panels with the greatest production percentage of the electric baseload of the facility in the most cost effective means possible.

16.0 UNBALANCED BIDS

The Purchasing Agent reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in her opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

17.0 INDEMNIFICATION

The bidder shall indemnify and hold the County harmless from and against **(a)** any and all claims arising from contracts between the Vendor and third parties made to effectuate the purposes of this agreement and **(b)** any and all claims, liabilities or damages arising from the preparation or presentation of any products or software covered by this agreement, including the costs of litigation and counsel fees.

18.0 ASSIGNMENT OF CONTRACT

Neither party may assign any rights or delegate any duties hereunder without the express prior written consent of the other.

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19.0 VENDOR'S STANDARDS FOR PERSONNEL

A description of the vendor's organizational standards for personnel, including qualifications, functions, supervision and in-service training, shall be made available to the County on at least a quarterly basis.

20.0 INSURANCE

The Awarded Contractor shall, at his own expense, maintain in effect at all times during the performance of the work under this contract at least the insurance coverage specified in the attached Standard Insurance requirements. The Awarded Contractor shall file with Ulster County Purchasing, within ten (10) days of Award, evidence of insurance certifying the required coverage.

21.0 EXECUTORY NATURE OF AGREEMENT

This agreement shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof, as specified in the County's adopted budget, and no liability on account thereof shall be incurred by the County beyond moneys available for the purpose thereof.

22.0 INDEPENDENT CONTRACTOR

The Vendor agrees that its relationship to the County or any of its departments or units is that of an independent contractor, and said covenants and agrees that it will conduct itself in a manner consistent with such status; that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason hereof, and that it will not make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

23.0 ADDITIONAL RIGHT OF CANCELLATION BY COUNTY

If the project is not conducted as outlined herein, or if the defaults in any other manner or breaches any representation or warranty, the County shall give the written notice of the default. Upon bidder's failure to cure such default within ten (10) days, or if such default is not curable within ten (10) days, the failure to take such steps, as in the sole judgement of the County will cure the default as quickly as possible, then the County shall have the option to cancel this contract immediately.

24.0 FREEDOM OF INFORMATION LAW

The successful vendor agrees to comply with the Freedom of Information Law (FOIL) and such rules and regulations as the County and the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public

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documents pursuant to Article 6 of the Public Officers Law, popularly know as the Freedom of Information Law.

Proposers relinquish "proprietary" or "business confidential" claims regarding their RFB response. If a submission to this RFB contains **“trade secrets”** or other information that the disclosure of which could **reasonably be expected to be harmful to business interests**, you must insure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as **Confidential Third Party Information**. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

25.0 BID RESERVATIONS

Bids submitted shall remain in effect forty-five (45) days past the date of bid opening.

26.0 CONTACTS

All questions must be submitted in writing and sent via email or fax to Reneé Frasch, at rfa@co.ulster.ny.us or Fax 845-340-3434. All vendors will receive the response to substantive questions as soon as possible. Purchasing must have time to distribute the question and answer to all interested vendors. Last day to submit questions: December 4, 2009.

27.0 RESCIND OF AWARD

Vendors should be careful in figuring bids **prior to** submission. The vendor requesting a bid rescind will be billed by Purchasing. If the vendor does not pay the bill, the entire award may be rescinded and the vendor's responsibility will be questioned for future bids.

28.0 NON-COLLUSIVE STATEMENT

Each vendor certifies that it is not a party to any collusive action between County personnel and Consultants. Non-collusive statement attached to be submitted with bid.

29.0 ERRORS

Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

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30.0 PREVAILING WAGES

Prevailing Wage Rates for 07/01/2009 - 06/30/2010. Published by the New York State Department of Labor. Last Published on Nov 01 2009. PRC Number 2009010202. Ulster County Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis. General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules. Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay

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the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers. For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 12240

Bureau of Public Work - Albany Phone: 518-457-2744 / Fax: 518-485-0240

JOB DESCRIPTION Boilermaker **DISTRICT 4**

ENTIRE COUNTIES: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2009
Boilermaker	\$ 45.89
Repairs & Renovation	45.89

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2009
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COUNTY OF ULSTER – PURCHASING DEPARTMENT

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BoilerMaker 48% of Hourly
Wage Paid +
\$ 8.07

Repairs & Renovation*

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay. *Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

07/01/2009

Boilermaker 48% of Hourly
Apprentice(s) Wage Paid +
\$ 8.07

Repairs & Renovation*

Apprentice(s) \$48% of Hourly
Wage Paid +
\$ 8.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

*Includes replacement of parts and repairs & renovation of an existing unit.

JOB DESCRIPTION Carpenter - Building / Heavy&Highway**DISTRICT 8****ENTIRE COUNTIES:** Dutchess, Orange, Sullivan, Ulster**WAGES**

WAGES:(per hour)

07/01/2009

Carpenter \$ 31.23

Carpenter-Floor Coverer* 31.23

Dockbuilder/Piledriver 31.23

Diver(WET) 50.00

Diver(DRY) 30.00

* Note: Rate DOES NOT apply in Orange or Dutchess County.

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional \$2.00 per hour above their appropriate rate for all classifications including apprentices. For work on smokestacks, silos, or steeples more than fifty (50) feet high, an additional \$2.00 per hour, payable from the ground up.

Shift Work: evening shift starts between 3:30pm-7:30pm. Eight hours pay for 7 hour work period.

late shift starts 11:00pm-3:00am. Nine hours for seven hour work period.

8 hour shift: 8th hour to be paid at the appropriate overtime rate.

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SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman \$ 19.61

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6) on HOLIDAY PAGE.

HEAVY/HIGHWAY:

Paid: See (5, 6, 16) on HOLIDAY PAGE including benefits.

Overtime: See (5, 6, 16) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 Year terms at the following rates.

1st	2nd	3rd	4th
\$ 15.59	\$ 18.02	\$ 22.00	\$ 25.56

Supplemental Benefits per hour worked:

Apprentices

1st term \$ 9.51

2nd term 13.96

3rd term 17.76

4th term 18.21

JOB DESCRIPTION Electrician**DISTRICT 8****ENTIRE COUNTIES:** Sullivan, Ulster**WAGES**

Per hour:

07/01/2009

Electrician Wireman/Technician \$ 37.00**

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am \$ 43.06*

Shift worked between 12:30am & 8:30am \$ 47.99*

**On jobs where employees are required to work from bosun chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2009

Journeyman \$ 20.97 plus

6% of wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages: (6)month terms at the following percentage of journeyman's wage.*

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
-----	-----	-----	-----	-----	-----	-----	-----	-----	------

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30% 35% 40% 45% 50% 55% 65% 70% 75% 85%

* Denotes average Journeyman Wireman rate of pay of all wage zones.

Supplemental Benefits per hour worked: 07/01/2009

1st & 2nd term \$ 6.97 plus 6% of wage

3rd & 4th term 8.92 plus 6% of wage

5th & 6th term 10.87 plus 6% of wage

7th & 8th term 13.82 plus 6% of wage

9th & 10th term 16.72 plus 6% of wage

JOB DESCRIPTION Laborer - Building**DISTRICT 8****ENTIRE COUNTIES:** Orange, Sullivan, Ulster**WAGES**

GENERAL LABORER: Flag person, portable generator tender, portable pump tender, pitman and dumpman, temporary heat tender, traffic control, air chipping hammer, acoustic pump, mixer, concrete laborer, demolition, excavation, piping for foundation and building, gunite, general cleanup, grading, backfilling, landscaping, mason tender, jackhammer, pavement breaker, tampers, walk behind roller, pressure blasting, signalperson, buggies, wrecking, asphalt, blaster, chain saw, chipping machine, corrugate pipe, cleaning machine, cutting torch, discharge pipe, drill chuck tender, explosive handler, hydraulic splitter, joy and jib drill, pipe layer, leroi hydraulic drill or similar, mega mixer, power brush cutter, pump crete machine, rip rap, air track, assembling and placing of gabion baskets.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2009	06/01/2010
General	\$ 28.75	\$ 29.65
Premium	33.30	34.20

These rates will cover all work within five feet of the building foundation line. Shift Differential: On all Governmental mandated irregular or off shift work, an additional 20% of wage is required.

SUPPLEMENTAL BENEFITS

(per hour worked)

Journeyman	\$ 18.80	\$ 19.70
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

1st term	\$ 17.50	additional \$ 1.80 to be allocated to all terms of apprentice's
2nd term	20.96	
3rd term	24.41	
4th term	27.87	

Supplemental Benefits per hour worked:

Apprentices \$ 13.20

Roofer 11/01/2009**JOB DESCRIPTION** Roofer**DISTRICT 9**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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ENTIRE COUNTIES: Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester**WAGES**

Per Hour: 07/01/2009

Roofer/Waterproofer \$ 36.25

Shift Work:

2nd Shift \$ 39.88

3rd Shift \$ 41.69

SUPPLEMENTAL BENEFITS

Journeyman \$ 26.59

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of Journeyman's hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplemental Benefits:

Per hour paid at the following term percentage of Journeyman's.

Apprentice:

1st	2nd	3rd	4th
\$3.67	\$13.57	\$16.11	\$20.10

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Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(A) Time and one half of the hourly rate after 7 hours per day

(AA) Time and one half of the hourly rate after 7 and one half hours per day

(B) Time and one half of the hourly rate after 8 hours per day

(B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.

Double the hourly rate for all additional hours

(B2) Time and one half of the hourly rate after 40 hours per week

(C) Double the hourly rate after 7 hours per day

(C1) Double the hourly rate after 7 and one half hours per day

(D) Double the hourly rate after 8 hours per day

(D1) Double the hourly rate after 9 hours per day

(E) Time and one half of the hourly rate on Saturday

(E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours

(E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week

(E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

(E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather

(F) Time and one half of the hourly rate on Saturday and Sunday

(G) Time and one half of the hourly rate on Saturday and Holidays

(H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays

(I) Time and one half of the hourly rate on Sunday

(J) Time and one half of the hourly rate on Sunday and Holidays

(K) Time and one half of the hourly rate on Holidays

(L) Double the hourly rate on Saturday

(M) Double the hourly rate on Saturday and Sunday

(N) Double the hourly rate on Saturday and Holidays

(O) Double the hourly rate on Saturday, Sunday, and Holidays

(P) Double the hourly rate on Sunday

(Q) Double the hourly rate on Sunday and Holidays

(R) Double the hourly rate on Holidays

(S) Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

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Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website: <https://dbr.labor.state.ny.us/EDList/searchPage.do>

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

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**PLEASE RETURN THE FOLLOWING SHEETS
ONLY**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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BID PRICING

Vendor _____

Cost per panel \$ _____

Brand Name _____

Model # _____

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VENDOR NAME: _____

REFERENCE SHEET

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Ulster County or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract Date: _____

2) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract Date: _____

3) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract Date: _____

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ADDRESS SHEET

MAIL BID TO:
VENDOR NAME: _____
ADDRESS: _____

CONTACT: _____
TELEPHONE: _____ FAX: _____
E-MAIL: _____

ONLY if different -
MAIL PURCHASE ORDER TO:
ADDRESS: _____

TELEPHONE: _____ FAX: _____
CONTACT: _____ E-MAIL: _____

ONLY if different -
MAIL PAYMENT TO:
ADDRESS: _____

TELEPHONE: _____ FAX: _____
CONTACT: _____ E-MAIL: _____

IN ACCORDANCE WITH ULSTER COUNTY’S INSURANCE REQUIREMENTS (CHECK ONE):

☐ I certify that my company will deliver by common carrier

☐ I certify that my company will deliver by owned or leased vehicles

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VENDOR NAME: _____

ASSUMED NAME CERTIFICATION

*If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

ASSUMED NAME: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Director of Purchasing.

"The submission of this constitutes a certification that no County Officer has any interest therein. (Note: In the event that any County Officer has any such interest, the full nature thereof should be disclosed below.)"

 AUTHORIZED SIGNATURE

 PRINT NAME

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THIS PAGE MUST BE COMPLETED

VENDOR ORGANIZATION INFORMATION

VENDOR NAME: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP _____ INDIVIDUAL _____

DBA: _____

FEDERAL EMPLOYEE ID #: _____ OR SOCIAL SECURITY #: _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____ STATE FILED: _____

If not a publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAME(S):

COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

RFB NAME: **Photovoltaic (PV) Solar Electric System**

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CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

NAME OF BIDDER: _____

PHONE NO.: _____

EXT: _____

BUSINESS ADDRESS: _____ FAX NO.: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. By submission of this bid I certify I have read, am familiar with and will comply with any and all segments of these specifications.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position:

Print Name & Company Position:

Company Name _____

Date Signed _____

Date Signed: _____

Federal ID Number _____

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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VENDOR NAME:_____

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

Ulster County Resolution 108 of March 8, 2001, in an attempt to prevent discrimination in all forms, provides the requirement that vendors who do business with Ulster County read, initial and return the attached statement as part of their official document.

Please read and initial either Statement #1 or Statement #2.

DO NOT INITIAL BOTH STATEMENTS.

- ___1. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, has no business operations in Northern Ireland.
- ___2. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.

AUTHORIZED SIGNATURE

PRINT NAME:

ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING 7 DAYS PRIOR TO SUBMISSION OF BID.

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Buyer: RJF

COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

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VENDOR NAME _____

NON-BIDDER'S RESPONSE

For purposes of facilitating your firm's response to our invitation to bid, the County of Ulster is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Ulster County Purchasing Department at the above address.

We are not responding to this invitation for bid for the following reason(s):

___ Items or materials requested not manufactured by us or not available to our company.

___ Our items and/or materials do not meet specifications.

___ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

___ Quantities too small.

___ Insufficient time allowed for preparation of bid.

___ Incorrect address used.

Correct mailing address is:

___ Our branch/division handles this type of bid.

Correct name and mailing address is:

___ Other reason(s):

Buyer: RJF

PE4 Action: Solar Energy Installation

9 Points

14 Points

17 Points

20 Points

A. Why is this action important?

By displacing energy from fossil fuel sources, the use of solar energy reduces air pollution and greenhouse gas (GHG) emissions. Solar photovoltaic (PV) panels transform solar radiation into electricity and are appropriate for many types of public facilities, including schools and public buildings. Solar hot water systems (also known as solar thermal systems) use roof-mounted solar collectors that rely on the sun's energy to produce hot water in buildings. When local governments install solar technologies, they increase the demand for renewable energy and set a positive example for residents and businesses in the community.

B. How to implement this action

The first step is to perform a feasibility study and determine if solar hot water or solar photovoltaic technology is suitable for the local government and for the possible siting locations. Such assessments may be part of [PE4 Action: Renewable Energy Feasibility Studies](#).

If the study determines that solar technology is feasible, then the next step is to confirm the location on a new or existing public building or public property. Many local governments elect to install the solar technology on top of city hall or a similar prominent public building, to demonstrate to the public the government's commitment to energy conservation. Local governments should select and work with a NYSERDA approved contractor who can assist in determining the size of the system and how it will interact with the grid, particularly if the installation will produce a surplus of electricity for the building.

Consult the [NYSERDA NY-Sun Solar Guidebook for Local Governments](#) for guidance. If you have a question or need help with a chapter of the Guidebook, contact solarhelp@nyserda.ny.gov.

Local governments will want to analyze the costs and payback periods for such an installation and consider the co-benefits of the system, such as how it can be used as an example for other projects in the community. Maintenance, operation, public trust requirements and insurance should also be taken into consideration when developing and designing a solar system.

Local governments are advised to consult their municipal attorneys to ensure that all issues related to this use on public lands, including effects on resources held in the public trust are resolved.

Points for Climate Smart Communities (CSC) action are awarded for installing solar technology at new or existing facilities owned by the local government. As long as the system is currently in use, the installation may have been completed at any time to be eligible for points.

In addition, for each installation, local governments must display signage describing the installation and must announce the installation(s) to help build awareness in the community of the benefits of solar technology. The signage can be a simple, low-cost poster that describes the technology and informs visitors to the facility that it utilizes that technology. At minimum, a press release announcing the installation must be issued as part of the effort to educate the community about the local government's investment in renewable energy.

C. Time frame, project costs, and resource needs

The time frame, project costs, and resource needs depend on whether the solar hot water or PV technology is implemented in a new or existing facility, and the size or output of the system.

D. Which local governments implement this action? Which departments within the local government are most likely to have responsibility for this?

This action is applicable to any local government that owns and operates buildings. Environmental departments, or departments of engineering, facilities, or public works would likely implement this action.

E. How to obtain points for this action

Points for this action are tiered based on the nameplate capacity of solar installation(s) at facilities owned by the local government and implemented in a manner consistent with the requirements described above. Nameplate (or peak) capacity is the official power production rating given to the equipment. It is typically measured in a kilowatt (kW) rating.

	POSSIBLE POINTS
Installation(s) totaling 1 to 24.9 kW	9
Installation(s) totaling 25 to 99.9 kW	14
Installation(s) totaling 100 to 199.9 kW	17
Installation(s) totaling 200 kW or more	20

F. What to submit

Submit a brief description of the solar installation(s), including nameplate capacity in kW, location, installation date, specification or purchase documents, and, if available, estimates of energy savings. Provide evidence that a qualified installer was employed. Show that the installation is actively in use at the time of application.

For each installation, also submit one photograph of posted educational signage and a description of activities announcing the installation for public education.

All CSC action documentation is available for public viewing after an action is approved. Action submittals should not include any information or documents that are not intended to be viewed by the public.

G. Links to additional resources or best practices

- [NYSERDA NY-Sun Solar Guidebook for Local Governments](#)
- [NYSERDA NY-Sun program](#)
- [NYSERDA Solar Hot Water \(Thermal\) System Installers](#)
- [US DOE Solar Water Heaters](#)
- [US DOE SunShot Initiative](#)
- [National Renewable Energy Laboratory US Department of Energy NREL Solar Research](#)
- [American Solar Energy Society](#)
- [Solar Electric Power Association](#)
- [NREL, State & Local Governments, State Solar Technical Assistance](#)
- [US EPA On-Site Renewable Energy Generation](#)
- [Western City, 10 Questions to Ask Before Installing Solar Power on Agency Facilities](#)

H. Recertification requirements

The recertification requirements are the same as the initial certification requirements.