TOWNSHIP NAME

**COUNTY NAME, NEW JERSEY**

**REQUEST FOR PROPOSALS**

**FOR**

**TOWNSHIP NAME**

**MUNICIPAL ENERGY AGGREGATION PROGRAM**

ENERGY-RELATED CONSULTANT SERVICES FOR

MANAGEMENT OF THE TOWNSHIP’S

 MUNICIPAL ENERGY AGGREGATION PROGRAM

## TOWNSHIP NAME

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed submissions of proposals will be received by the Administrator/Clerk, or his designated representative, for TOWNSHIP NAME, County of COUNTY, State of New Jersey until **\_\_\_\_\_\_\_\_\_\_,** **DATE** at **TIME** prevailing time, in the ***\_\_\_\_\_\_\_\_\_\_\_\_\_***, LOCATION, ADDRESS then publicly opened and read aloud for the following:

**MUNICIPAL ENERGY AGGREGATION PROGRAM**

Submission packages may be obtained at the \_\_\_\_\_\_\_\_\_\_\_\_, (###) ###-####, ext. ## during regular business hours, 8:30AM to 4:30PM, Monday through Friday, excluding holidays. There is a $50 fee for the proposal package.

These proposals are being solicited through a “fair and open process” in accordance with **N.J.S.A. 19:44A-20.5 et. seq.**

Professional service contractors are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title

**TABLE OF CONTENTS**

1. General Information and Submission Requirements

2. Scope of Services

 2.1 Legislative Research

 2.2 Management of Municipal Aggregation Program

 2.3 Preparation and Issuance of RFPs for Power Supply

 2.4 Negotiations for Power Supply

 2.5 Consumer Enrollment / Transition Process

 2.6 Public Education and Notification

 2.7 Legal Assistance

 2.8 Administration of Municipal Aggregation Program

 2.9 Maintenance of Effort

 2.10 Summary of Responsibilities

 2.11 Management Fee for Consultant Services

3. Minimum Quality Requirements

4. Comparative Evaluation Criteria

5. References

6. Rule for Award

7. Special Note

8. Form of Contract and Additional Terms and Conditions

**APPENDICES**

Price Proposal Form

Required Certifications

Certificate of Vote

Reference Form

**1 General InforMAtion AND Submission REquirements**

**1.1** Pursuant to N.J.S.A. 40A:11-1 et seq., TOWNSHIP NAME hereby issues a Request for Qualifications (“RFP”) seeking proposals from qualified consultants or companies to develop a program to aggregate the electrical load of electricity users within the Township, both residential users and, if so determined by the governing body, non-residential users, and, in consultation with the New Jersey Board of Public Utilities (“BPU”), develop, prepare, implement, secure regulatory approval, and perform all services related to administering the NAME OF Aggregation Program as defined by and in compliance with all applicable provisions of N.J.S.A. 48:3-93.1 et seq., as amended, and any other applicable statute or regulation related to this process, including N.J.A.C. 14:4-6.1 et seq., and the policies and procedures of the BPU.

The Township intends to select and enter into an agreement (“the Contract” or “this Agreement”) with the most highly qualified Proposer for a term of three (3) years**,** with an option to renew for an additional two (2) years at the Township’s sole discretion.

**1.2** The **RFP package** is available at **\_\_\_\_\_\_\_\_\_, LOCATION, ADDRESS** as of **DATE,** and **separately sealed price and non-price (technical) proposals** will be accepted at the **LOCATION** until **TIME on DATE** at **the LOCATION, ADDRESS**, when a register of proposals will be made. Separately sealed proposals, including the Proposer’s name and address in the upper left-hand corner of each envelope, shall be clearly identified in the lower left-hand corner of each envelope as **Price PROPOSAL: municipal aggregation CONSULTANT** and **NON-PRICE (technical) PROPOSAL: MUNICIPAL AGGREGATION CONSULTANT**. The Township will not be responsible for the premature opening of any proposal not properly identified, and any such proposals will be rejected.

**1.3** The Township endeavors to expedite the award and execution of the contract documents. The Contract is anticipated to be awarded within thirty (30) calendar days after the proposals are due. Within five (5) calendar days of the date of the award of contract, the Contract will be executed by the Township and the Proposer to whom the award of contract has been made.Said time deadline may be extended by mutual agreement. Services under the Contract will commence as soon as practical thereafter.

**1.4** If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed or faxed to all Proposers on record as having received the RFP. If the Township issues any addenda to this RFP, each Proposer shall acknowledge on the Proposal Form the receipt of each addendum by addendum number and date.

**1.5** After the proposal due date, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Township or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing; the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

**1.6** There is no pre-proposal conference scheduled for this RFP.

**1.7** The Township reserves the right to cancel this RFP, or reject in whole or in part any and all proposals, if the Township determines that cancellation or rejection serves the best interests of the Township.

**1.8** All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal due date.

**1.9** The following forms, incorporated herein and included elsewhere in the bid documents, must be submitted with the bid:

1. Price Proposal Form;
2. Non-Collusion Form;
3. Tax Compliance Form;
4. Certificate of Vote, if corporation;
5. Reference Form; and
6. Business Registration Certification

**1.10** A proposal must be signed as follows:

1. if the Proposer is an individual, by him/her personally;
2. if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner;
3. if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
4. if the Proposer is a limited liability company, by the managing member or an authorized member of the company.

**1.11** No performance bond is required for this contract.

**1.12** Proposals which are incomplete, conditional, not properly endorsed or signed, or which are otherwise contrary to these instructions may be rejected.

**2 Scope of Services**

**2.1 LEGISLATIVE RESEARCH**

In 1999, the State of New Jersey passed legislation relative to restructuring the electric utility industry. The Consultant selected by the Township will review any subsequent amendments to the legislation and conduct a review of any statutory changes pending at the Legislative Branch and any regulatory changes pending at the BPU. The Consultant will also be responsible for monitoring federal restructuring legislation and regulations and PJM activities for potential impacts to the Township’s Municipal Aggregation Program or the Township.

**2.2 MANAGEMENT OF MUNICIPAL AGGREGATION PROGRAM**

The Township seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement, renewable energy procurement, and pricing issues to perform the essential functions of operating the Township’s Municipal Aggregation Program approved pursuant to N.J.S.A. 48:3-93.1 et seq. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with Competitive Suppliers, and providing ongoing management and monitoring of any Electric Service Agreements (“ESA”) executed on behalf of the Township’s eligible consumers.

**2.3 PREPARATION AND ISSUANCE OF RFPs FOR POWER SUPPLY**

When necessary, the Consultant shall develop an RFP for power supply for review and approval by the Business Administrator and Township Attorney. In general, the procurement document shall include several components:

1. description of the load aggregation (potential size of the aggregated load and the number of eligible consumers and/or accounts);
2. services and features desired by the Township;
3. qualification criteria required in order to have a bid considered;
4. criteria used to select the Competitive Supplier;
5. essential provisions of the standard contract between the chosen Competitive Supplier and the Township on behalf of the participating consumers; and
6. term of service.

The Consultant shall ensure when accepting bids from Competitive Suppliers, that each bidder has included with their response a signed Business Registration Certificate, Non-Collusion Form, stating his/her bid is made freely without consultation with any other bidder, and a signed Tax Compliance Form, demonstrating compliance with the State of New Jersey tax laws.

The Consultant shall assist the Township with the review and analysis of all responsive and responsible bids from Competitive Suppliers, and shall be responsible for recommending the bid that is in the best interests of the Township and meets the goals of the Township’s Municipal Aggregation Program. Bids from Competitive Suppliers shall be evaluated based on price, Competitive Suppliers’ proposed contract terms and conditions, reputation of Competitive Suppliers, quality of Competitive Suppliers’ service, extent to which service meets Township’s needs, Competitive Suppliers’ past relationship with the Township, and previous work experience with governmental agencies. Nothing herein shall preclude the Township from having legal counsel review such a recommendation.

The Consultant shall obtain and verify references for similar power supply contracts, if available.

# 2.4 NEGOTIATIONS FOR POWER SUPPLY

The Consultant shall act as the Township’s broker during the procurement process. The Consultant shall provide all technical and legal services during the negotiations and terms of any contract with prospective Competitive Suppliers.

Any negotiations shall include a requirement that billing for the provider shall be included in the bill from the local electric utility (“Local Distributor”), its successors and assigns. Nothing herein shall preclude the Township from having legal counsel review the terms and conditions of any negotiated contract.

**2.5 CONSUMER ENROLLMENT / TRANSITION PROCESS**

After approval of the price and term of the agreement by the Business Administrator and Township Attorney with a Competitive Supplier, the Consultant shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the Competitive Supplier. The Consultant shall have established procedures to respond to:

1. participating consumer queries and issues;
2. Competitive Supplier issues;
3. Local Distributor issues;
4. media queries; and
5. governmental shifts and proposed policy changes.

# 2.6 PUBLIC EDUCATION AND NOTIFICATION

The Consultant shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of the Business Administrator, including meetings with representatives from the media. The Consultant shall include a recommended public education and information strategy to be used as part of the Township’s Municipal Aggregation Program following commencement of the power supply contract.

# 2.7 LEGAL ASSISTANCE

The Consultant shall prepare all required filings for the BPU, or any other state agency, if applicable, for contracts executed by the Township on behalf of its residents.

# 2.8 ADMINISTRATION OF MUNICIPAL AGGREGATION PROGRAM

The Consultant will administer and provide technical oversight of the Township’s Municipal Aggregation Program including:

1. monitoring and reporting on compliance by the Competitive Supplier with all contract terms and conditions;
2. resolution of contract issues;
3. transition administration of the opt-out process for participating residential consumers;
4. participation in negotiations with Competitive Suppliers and the Local Distributor as it relates to the procurement for the Municipal Aggregation Program;
5. preparation of written reports on the ongoing operations of the Township’s Municipal Aggregation Program to be submitted on a semi-annual basis to the Township; and
6. routine updates and attendance at meetings with the Business Administrator and Township Council, as needed.

**2.9 MAINTENANCE OF EFFORT**

The Consultant, as the administrator of the power supply contract shall, after a contract is executed between the Township and a Competitive Supplier, ensure the Competitive Supplier’s compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and website where ratepayers can seek information related to the Township’s Municipal Aggregation Program. The Consultant shall provide reports as directed by the Business Administrator in addition to any reporting requirements outlined in this RFP.

The Consultant shall provide a written report concerning the following issues and items to the Business Administrator on a semi-annual basis:

1. Competitive Supplier’s compliance with all terms and conditions of contract;
2. contract issues and resolutions, if any;
3. whether Competitive Supplier’s contract milestones have been met;
4. administration/customer service, defaults, litigation and penalties in order to ascertain compliance with BPU regulatory standards and procedures, as well as additional standards and procedures employed by the Competitive Supplier;
5. participating consumer review;
6. changes in the financial stability of the Competitive Supplier, if any; and
7. changes in organizational structure of the Competitive Supplier, if any.

The Consultant shall provide a written report concerning the following issues and items to the Business Administrator prior to the expiration, extension or renewal of the contract:

1. assessment on achievement of contract milestones;
2. possible revision or upgrading of goals;
3. market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
4. public process to affirm goals and evaluation;
5. bidding and negotiation process;
6. formulation of new contract; and
7. service transition process, if needed.

**2.10 SUMMARY OF RESPONSIBILITIES**

The Consultant shall, if not hereinbefore required, provide the following services:

1. obtain and analyze the electrical load data for all participating consumers in the Township;
2. provide broker services including preparing RFPs for Competitive Suppliers, if necessary;
3. prepare and implement a public education plan and eligible consumer outreach program;
4. prepare and submit, with the approval of the Township Attorney and Business Administrator, all filings with the BPU or any other state agency, if applicable;
5. prepare and negotiate agreements with Competitive Suppliers on terms favorable to the Township;
6. monitor all aspects of the Township’s Municipal Aggregation Program and any resulting contractual agreements with Competitive Suppliers;
7. advise Township on maximizing renewable energy options in supplier contracts;
8. continually analyze the development of market and regulatory issues, and advise the Township on any proposed changes in law or regulation, including those offered by the PJM Interconnection (“PJM”) and any pending at the Federal Energy Regulatory Commission (“FERC”) which may affect the Township’s Municipal Aggregation Program or the Township.

Nothing herein shall preclude the Township from having its legal counsel review the terms and conditions of any contract, agreement and/or filing; and/or performance under same.

**2.11 MANAGEMENT FEE FOR CONSULTANT SERVICES**

The Consultant shall offer a management fee per kilowatt hour (kWh) that the Township will consider in making an award for the Contract. The price per kWh shall be the complete price for all services provided by the Consultant, and Consultant may also propose an allowance for recovery of expenses and both shall be paid directly to the Consultant by the Competitive Supplier. No proposal shall require the payment by the Township of any costs, expenses or expenditures.

Any consultant agreement shall not impose an obligation upon the Township to execute any contract with any Competitive Supplier, or to operate, execute or maintain the Township’s Municipal Aggregation Program. Compensation shall only be paid to the Consultant by a Competitive Supplier to the extent the Township elects, in the Township’s sole discretion, to execute a power supply contract that is procured or negotiated on behalf of the Township, as part of a municipal aggregation program. The Business Administrator and Township Attorney will undertake a good faith review of any contract procured or negotiated on behalf of the Township.

# 3 MINIMUM QUALITY REQUIREMENTS

**3.1** Proposers must provide all of the services described in Section 2 and comply with all Submission Requirements listed in Section 1.

**3.2** Proposers must have previous experience in the energy industry in consulting on the development and implementation of a program for municipal aggregation for retail consumers and expertise in retail power markets and PJM wholesale markets.

**3.3** Proposers must be equipped to undertake and commence the services specified upon the
execution of the Contract. Proposers shall include a brief schedule for the completion of the above services and the deliverables, including the proposed start and end dates and intermediate delivery dates. Proposers must describe the projected resource availability for the anticipated duration of the project.

**3.4** Proposers must possess the following qualifications to perform the services, and must attach information demonstrating such qualifications titled “Description of Proposer’s Qualifications” to the Proposal Form:

1. office location from which the services will be managed;
2. detailed knowledge of N.J.S.A. 48:3-93.1 et seq.
3. detailed knowledge of N.J.A.C. 14:4-1 et seq.;
4. Energy Agent licensed by the BPU to do business in the area served by the Local Distributor for residential, commercial and industrial service.

**3.5** Proposers must possess any necessary licenses and/or approvals required to act as the Township’s agent for its Municipal Aggregation Program to be eligible to submit a proposal.

**3.6** Proposer shall not be owned or be a subsidiary of the any Competitive Supplier.

**4 COMPARATIVE EVALUATION CRITERIA**

All responsive and responsible non-price (technical) proposals will be evaluated and rated on the basis of the following comparative criteria.

**4.1** Relevant experience of Proposer and/or proposed staff:

1. **Highly Advantageous:** The Proposer has at least seven (7) years or more of experience consulting with government entities on energy aggregation services and Proposer has completed Municipal Aggregation Programs for municipal governments in New Jersey.
2. **Advantageous:** The Proposer has at least four (4) years but less than seven (7) of experience consulting with government entities on energy aggregation services.
3. **Non-Advantageous:** The Proposer has two (2) but less than four (4) years of experience consulting with government entities on energy aggregation services.

**4.2** Proposer’s demonstrated familiarity and experience with procurement of renewable electricity.

1. **Highly Advantageous:** The Proposer can demonstrate experience with procuring or arranging sale of renewable electricity consistent with the requirements of the New Jersey Renewable Portfolio Standard.
2. **Advantageous:** The Proposer can demonstrate knowledge of procuring or arranging sale of renewable electricity consistent with the requirements of the New Jersey Renewable Portfolio Standard.
3. **Not-Advantageous:** The Proposer has partial or limited knowledge of procuring or arranging sale of renewable electricity consistent with the requirements of the New Jersey Renewable Portfolio Standard.

**4.3** TheProposer’s demonstrated ability to develop and complete an electrical or municipal aggregation process on a timely basis.

1. **Highly Advantageous:** All of the Proposer’s references indicate that the process
was completed on schedule or with minimal, insignificant delays.
2. **Advantageous:** Only one of the Proposer’s references indicates that the process was
completed with substantial delays attributable to the Proposer, and no current process or process completed in the last three (3) years experienced substantial delays attributable to the Proposer.
3. **Not-Advantageous:** Two (2) of the Proposer’s references indicate that the process was completed with substantial delays attributable to the Proposer, and no current process or process completed in the last year experienced substantial delays attributable to the Proposer.

**4.4** Proposer has the qualifications and resources necessary to perform the service objectives stated in the RFP for administering and monitoring energy-related contracts for the Township’s Aggregation Program.

1. **Highly Advantageous:** The Proposer possesses all of the qualifications necessary to meet all of the Township’s objectives stated in the RFP and has demonstrated proficiency in those qualifications in completed municipal aggregation programs.
2. **Advantageous:** The Proposer possesses most of the qualifications necessary to meet all of the Township’s objectives stated in the RFP.
3. **Non-Advantageous:** The Proposer possesses few of the qualifications necessary to meet all of the Township’s objectives stated in the RFP.

**5 REFERENCES**

 **5.1** Proposers must submit a complete list of current New Jersey government clients and a separate list specifically of municipal government clients for which they provide services similar in size and scope to the services requested by the Township herein. References must include client names, contact persons and contact numbers.

**5.2** Poor references may be a basis for a determination that the Proposer is not a responsible Proposer.

# 6 RULE FOR AWARD

**6.1** The Contract will be awarded to the responsive and responsible Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria.

**6.2** The Contract price will remain firm for the term of the Contract, including any extension option term which is exercised by the Township in its sole discretion.

**6.3** The award of the Contract will be made by the Township Council. To be eligible to receive contract award, a Proposer must be equipped to undertake and perform all the services specified in the proposal documents, and must satisfy all other requirements of this RFP.

**6.4** The selected consultant will be required to execute a contract in substantially the same form as provided in Section 7.3 of this document.

**7 SPECIAL NOTE**

**7.1** The Township reservesthe right to utilize the selected consultant to expand the energy aggregation program to include natural gas at the sole discretion of the Township.

**8 FORM OF CONTRACT AND ADDITIONAL TERMS AND CONDITIONS**

## 8.1 General Laws Compliance: The Consultant will comply with all federal, state and municipal laws, ordinances, rules and/or regulations as amended which are applicable to the Consultant’s obligations pursuant to this contract for services.

**8.2 Fair Employment Practices:** The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap.

The Consultant agrees to comply with all applicable federal and state statutes, rules and
 regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; N.J.S.A. 10:5-36 et seq., and N.J.A.C. 17:27.

## 8.3 Form of Contract and Standard Terms and Conditions as follows:

**TOWNSHIP NAME**

**CONSULTANT AGREEMENT**

**FOR MANAGEMENT OF THE TOWNSHIP’S MUNICIPAL AGGREGATION PROGRAM**

**AND ENERGY-RELATED SERVICES**

This Consultant Agreementis made and entered into this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20XX, by and between TOWNSHIP NAME (“Township”), a municipal corporation having its principal place of business at LOCATION, ADDRESSand CONSULTANT NAME AND ADDRESS.

It is agreed between the parties hereto as follows:

**Scope of Services, Deliverables:** (To be inserted as outlined in the specifications contained in the Request for Proposals.)

**Contractual Relationship:** The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Request for Qualifications which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While so performing the services under this Agreement, the Consultant and the Township agree, understand and recognize that pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Consultant is: (1) free from control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the Township; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the service.

**APPLICABLE LAW:** This Agreement shall be construed in accordance with the Uniform Procurement Act, N.J.S.A. 40A, and other laws of the State of New Jersey.

**Payment TERMS and Schedule:** The Consultant shall receive a price of \_\_\_\_\_\_\_\_\_\_ per kilowatt hour (kWh). Said price per kWh shall be the complete price for all services provided by the Consultant and an allowance for expenses to be recovered from the Competitive Supplier, and shall be paid directly to the Consultant by the Competitive Supplier.

**Tax Compliance:** The Consultant has provided certification of tax compliance in accordance with section 1 of P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.)

**Indemnification:** The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the Township, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney’s fees) for any personal injury or property damage or other damages that the Township may sustain which arise out of or in connection with the Consultant’s performance of a Contract, by the Consultant, its employees, or agents, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Consultant further agrees to reimburse the Township for damage to the Township’s property caused by the Consultant, its employees or agents, unless damage is caused by the Township’s gross negligence or willful misconduct. After prompt notification of a claim by the Township, the Consultant shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Township shall not be liable for any costs incurred by the Consultant arising under this paragraph.

**Assignment Prohibited:** The Consultant agrees that it will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Township Committee.

**Amendments or Changes:** Any amendments or changes to this Agreement must be in writing, and signed by officials with authority to bind the Consultant and the Township.

**ABANDONMENT OF WORK OR OTHER Default:** The Consultant agrees that abandonment or delay of services, or the supply of reports after the date of execution of this Agreement, shall be a breach of this Agreement. The Township may, by whatever legal remedies are available to it, complete or cause to be complete, the work or services and the Consultant shall bear full responsibility of the entire cost of completing the terms of the Agreement and agrees to pay to the Township any losses, damages, costs and expenses, including attorney’s fees, sustained or incurred by the Township by reason of any of the foregoing causes.

**PROCUREMENT ERRORS:** If errors in the procurement or bidding laws or regulations of the State, whether said errors were made by the Consultant or the Township, are found to exist by any agency of the State or by any court of competent jurisdiction, this Agreement shall become null and void.

**TERMINATION:** This Agreement shall terminate on the date specified in this Agreement, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated under this Section upon prior written notice to the Consultant; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement and its incorporated attachments shall be sufficient cause for the Township to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant. Excepting for termination for breach of this Agreement, any fees due Consultant from awarded power supply contracts shall survive termination.

**Severability:** And it is further agreed by the Consultant and the Township that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect.

**Entire Agreement Clause:** The Township and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Township and the Consultant, and no other binding agreement exist other than those incorporated herein.

**Duration of Contract:** It is agreed the duration of this Agreement shall be three years, with an option to renew for one two-year period. This option is exercisable solely at the Township’s discretion. It is understood and agreed that there is no financial contractual obligation of the Township municipality in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

**In Witness Whereof**, the Consultant and the Township have caused their authorized officials to sign and seal this Agreement.

|  |  |
| --- | --- |
| **FOR THE CONSULTANT****BY:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(INSERT NAME AND TITLE)**Date:** \_\_\_\_\_\_\_\_\_\_ | **FOR THE TOWNSHIP NAME BY:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_INSERT NAME AND TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Attest:****\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_INSERT NAME AND TITLE**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**NAME OF TOWNSHIP**

**PRICE PROPOSAL FORM**

**CONSULTANT FEE**

**FOR MANAGEMENT OF THE TOWNSHIP’S MUNICIPAL ENERGY AGGREGATION PROGRAM**

**AND ENERGY-RELATED SERVICES**

**NAME OF CONSULTANT:**

**ADDRESS:**

**TOWNSHIP/STATE/ZIP:**

**TELEPHONE: FAX:**

**EMAIL:**

**TOTAL FEE: $\_\_\_\_\_\_\_\_ per kWh of electricity used by those participating consumers enrolled in the Township’s Municipal Energy Aggregation Program.**

I acknowledge that NAME OF TOWNSHIP, as the Awarding Authority, reserves the right to reject in whole or in part any and all proposals, if the Township determines that rejection serves the best interests of the Township. Further, I acknowledge any contract will be awarded to the responsive and responsible Proposer offering the most advantageous proposal taking into consideration all evaluation criteria pursuant to this Request for Qualifications and the Township’s decision is final to the extent allowed pursuant to N.J.S.A 40A, as amended.

I, the undersigned, do hereby certify:

1. that the certifications required by this Request For Qualifications are included with the Non-Price (Technical) Proposal, completed, and signed by an authorized official of the Proposer;
2. that all services for which the Proposer offered a proposal are available;
3. that the only parties interested in this Proposal as principals are named herein;
4. that I have carefully examined the proposed scope of services and all conditions existing so as to be fully informed and satisfied as to the intent and meaning of all contract documents and the proposed services to be rendered;
5. that the Proposer will enter into a contract with the Township to deliver all the services as required and specified in the contract, in the manner and time prescribed therein; and
6. that the Proposer will take in full payment for all services to be rendered hereunder the price applicable to the services as stated above and said payment shall be made to the Proposer as the selected Consultant for the Township by the Competitive Supplier, with no costs to the Township during any contract term.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **PRINT NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE:** \_\_\_\_\_\_\_\_\_\_\_\_

A proposal must be signed as follows:

* 1. if the Proposer is an individual, by her/him personally;
	2. if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; or
	3. if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

***[THIS FORM IS TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE.]***

**REQUIRED CERTIFICATIONS**

**1. Certification of Good Faith**: I certify under penalties of perjury that, this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

**Signature of Person Signing Bid or Proposal**

**Name and Title (Typed)**

**Company Name**

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

**2. Certification that State Taxes are Filed and Paid:** I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the State relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Signature of Individual/Corporate Name (mandatory) or Corporate Officer (mandatory, if applicable)**

**Social Security Number (Voluntary) or Federal Identification Number**

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

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the New Jersey Department of Treasury to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**CERTIFICATE OF VOTE**

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Clerk of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

“Voted: That \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***Name of Officer Authorized to Sign for Corporation***] be and hereby is authorized, directed and empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***Name of Officer***] to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority.”

I, further certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the duly-elected \_\_\_\_\_\_\_\_\_\_\_\_\_ of said corporation.

 [***Name of Officer***] [***Title***]

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [***Clerk-Secretary***]

**Place of Business:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of Contract:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AFFIX CORPORATE SEAL

**Countersignature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [***Name and Title of Officer***]

*[In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.]*

**REFERENCE FORM**

**Submitter:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP Title:** **TOWN NAME MUNICIPAL ENERGY AGGREGATION PROGRAM**

Submitter must provide references for CURRENT CONSUMERS, preferably municipalities.

**Reference:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Fax:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description and Date(s) of Supplies or Services Provided:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Fax:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description and Date(s) of Supplies or Services Provided:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Fax:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description and Date(s) of Supplies or Services Provided:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*make additional copies as necessary or submit in similar format.]*

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

[ <http://www.state.nj.us/treasury/purchase/forms/AA_Supplement-ExhibitA.pdf> ]

During the performance of this contract, the contractor agrees as follows:

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

* Letter of Federal Affirmative Action Plan Approval;
* Certificate of Employee Information Report; or
* Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: [http://www.state.nj.us/treasury/contract\_compliance](http://www.state.nj.us/treasury/contract_compliance%20) ).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**EXHIBIT B**

STOCKHOLDER OR PARTNERSHIP DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c33)

[ <https://law.justia.com/codes/new-jersey/2013/title-52/section-52-25-24.2/> ]

Vendors must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring bidders for public contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest the rein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED**

**INFORMATION IS CAUSE FOR AUTOMATIC REJECTION.**

N.J.S.A. 40A: 11-23.2

I certify that the list below contains the name and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Check which business entity applies:**

Partnership Corporation Sole Proprietorship

Limited Partnership Subchapter S Corporation Other \_\_\_\_\_\_\_\_

 Limited Liability Partnership Limited Liability Corporation

**Complete if the bidder/respondent is one of the 3 types of Corporation:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date Incorporated Where Incorporated

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Date