

ADVERTISEMENT OF PUBLIC NOTICE

Request for Proposals

Notice is hereby given that the **Borough of Matawan** ("Municipality") is seeking Proposals from qualified Energy Service Companies for the planning, development and implementation of an Energy Savings Plan through an Energy Savings Improvement Program pursuant to the Energy Savings Improvement Program Law, P.L. 2009, c. 4, N.J.S.A. 40A:11-4.6.

All comments and questions concerning this Request for Proposal ("RFP") and the corresponding procedures and requirements must be addressed in writing, via email, facsimile or mail, to the following:

Michelle Trumbetti
T&M Associates
1256 North Church St
Moorestown, NJ 08057
Office # 856-505-3849
mtrumbetti@tandmassociates.com

With Copy to:

MUNICIPALITY PROJECT DIRECTOR: Louis Ferrara, Borough Administrator
Borough of Matawan
201 Broad St, Matawan, NJ 07747
Office # 732-566-3898
Email: louis.ferrara@matawanborough.com

The Municipality has participated in the New Jersey Board of Public Utilities' Local Government Energy Audit Program and has received its completed energy audit report. A hard copy of this completed, independent energy audit report, a complete 24 month history of the most recent utility bills for all utilities serving each Municipal facility within the scope of this RFP (electric, natural gas, fuel oil, water, sewer, propane, etc.) and one complete set of RFP documents may be obtained by interested parties at no cost from the above address. Upon request, electronic copies of both the energy audit report and RFP documents may also be obtained via electronic mail.

A mandatory Pre-Proposal Conference will be held on **May 27, 2015 at 10:00 a.m.** at the Municipality address above. An optional facility inspection visit will occur immediately following the Pre-Proposal Conference. Follow-up facility inspections may be scheduled at times that are mutually convenient to Proposers and Municipal representatives. It is **mandatory** that a Proposer conduct at least one facility inspection to be considered an eligible Proposer responding to this RFP.

Sealed Proposals will be received by **June 30, 2015** until **10:30 a.m.** Eastern Standard Time at the Municipality's offices. The Municipality reserves the right to reject Proposals that are not received by the Municipality at the time and in the manner designated by this RFP. Any and all Proposals may be rejected if deemed by the Municipality to be in its best interests.

Proposers are required to comply with the affirmative action requirements set forth in P.L. 1975, c. 127 (N.J.A.C. 17:27).

REQUEST FOR PROPOSALS

TO

SELECT AN ENERGY SERVICES COMPANY TO DEVELOP AND IMPLEMENT AN

ENERGY SAVINGS PLAN THROUGH AN
ENERGY SAVINGS IMPROVEMENT PROGRAM

FOR THE

BOROUGH OF MATAWAN
201 BROAD ST
MATAWAN, NEW JERSEY 07747

Proposals Due: June 30th, 2015 by 10:30 a.m.

Attention: Louis Ferrara, Borough Administrator

PREPARED BY: T&M Associates

**Borough of Matawan
OPENING STATEMENT**

April 2, 2015

**Request for Proposal
To Select an Energy Services Company to Develop and Implement an Energy Savings Plan Through
an Energy Savings Improvement Program**

Dear Interested and Qualified Energy Services Companies:

The **Borough of Matawan** ("Municipality" or "Borough") is requesting proposals, pursuant to the Energy Savings Improvement Program Law ("ESIP Law"), P.L. 2009, c. 4, N.J.S.A. 40A:11-4.6, from interested and prequalified Energy Services Companies ("ESCOs" or "Proposers") to develop a preliminary Energy Savings Plan ("ESP") that can be implemented through a customized Energy Savings Implementation Program ("ESIP") for the facilities identified within this Request for Proposals ("RFP"). The Municipality expects that the awarded ESCO will propose financing arrangements to fund energy conservation improvements through contracts in which the costs of the improvements are supported by the savings produced by the improvements. The Municipality plans to select the most qualified ESCO for the purpose of obtaining the maximum amount of energy savings and energy improvements permitted by law.

As the first step towards initiating our Energy Savings Improvement Program, the Municipality has participated in the New Jersey Board of Public Utilities' Local Government Energy Audit Program. The completed audit is available via email. All email requests for the completed audit should be forwarded to **Michelle Trumbetti, T&M Associates** at mtrumbetti@tandmassociates.com with copy to Louis Ferrara, Borough Administrator, at louis.ferrara@matawanborough.com. This audit, in addition to the **mandatory** site inspections of, and the ESCO's analysis of historical utility billings to all specified Municipal facilities, will serve as the foundation on which interested ESCOs will base their preliminary ESP proposals in response to this RFP. See **Section V** of this RFP for further detail.

The Municipality will select an ESCO partner through the competitive contracting process (which will include price and other considerations as set forth in the **Proposal Evaluation Criteria, Section III**) to develop a comprehensive ESP and, as appropriate, implement the ESP through an ESIP in accordance with the ESIP Law. **In order to be considered eligible to propose in response to this RFP, the ESCO must be prequalified by the New Jersey Department of Treasury, Division of Property Management and Construction as an Energy Services Company; Class C036.** ESCO proposals for a preliminary ESP and its implementation shall be in accordance with this RFP and fully comply with the:

- Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- Energy Savings Improvement Program Law, P.L. 2009, c. 4, N.J.S.A. 40A:11-4.6
- Local Finance Notices 10 and 11, 2009-Implementing an Energy Savings Improvement Plan, as issued by the Local Finance Board in the Department of Community Affairs, Division of Local Government Services.
- Board of Public Utilities Regulations, Orders, Directives Guidelines and Protocols
- Board of Public Utilities will receive at a minimum, a CD copy of each phase of the proposal and contract process

As a result of this RFP process, the selected ESCO will act as General Contractor ("GC") for this program and will implement all mutually agreed upon Energy Conservation Measures ("ECMs") comprising the Municipality's Energy Savings Plan through an Energy Savings Improvement Program,

in accordance with all public procurement policies applicable to the Municipality. Acting as GC, the selected Proposer will (i) develop and finalize the Energy Savings Plan that is customized to specifically address the needs and requirements of the Municipality, (ii) design and prepare all construction plan documents and bid specifications for project implementation, (iii) arrange for all necessary program financing, (iv) identify and apply for all energy-related grant/rebate/incentive programs available to the Municipality, and (v) contract with and supervise all subcontractors retained through a competitive bidding process, including contracting for the installation of all mutually agreeable scopes of work. The awarded ESCO will be responsible for providing all project and construction management services over all selected subcontractors during the construction phase of the project.

Copies of the RFP, a complete 24 month history of the most recent utility bills for all utilities serving each Municipal facility specified in the RFP (electric, natural gas, fuel oil, water, sewer, propane, etc.), and the third party energy audit are available from the Municipality's Administration Offices, located at **201 Broad St, Matawan, NJ 07747**. Electronic copies of the RFP and independent energy audit are also available via email. All email requests for the completed RFP and audit should be forwarded to **Michelle Trumbetti, T&M Associates** at mtrumbetti@tandmassociates.com with copy to Louis Ferrara, Borough Administrator at louis.ferrara@matawanborough.com.

A **mandatory** pre-proposal conference for interested, certified ESCOs will be held at **10:00 a.m. on May 27th, 2015** at the Municipal Offices located at **201 Broad St, Matawan, NJ 07747**. Attendance at the pre-proposal conference is mandatory as the Municipality's views regarding its program expectations, process, and coordination of site visit inspections will be discussed. Attendance also ensures that all future communications relating to the RFP, including the issuance of any necessary RFP addenda, can occur efficiently between the Municipality and proposing ESCOs.

An optional facility tour will occur at the conclusion of the mandatory pre-proposal conference. To be considered an eligible Proposer in response to this RFP, it is **mandatory** that a Proposer conduct at least one inspection of each RFP-specified facility. Facility inspections will be arranged by appointment. More than one tour may be arranged for a responding ESCO. To schedule an appointment, contact to **Michelle Trumbetti, T&M Associates** at mtrumbetti@tandmassociates.com with copy to **Louis Ferrara, Borough Administrator** at louis.ferrara@matawanborough.com.

Attention is called to **Section I & IV** of the RFP governing requests for information and clarifications.

The deadline for proposals is **10:30 a.m. on June 30th, 2015**. Proposals received after that time will not be accepted. Proposals may be mailed, hand delivered, or received via courier.

Thank you for your interest.

Sincerely,

PROJECT DIRECTOR: LOUIS FERRARA
Borough Administrator
Borough of Matawan

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Energy Savings Improvement Program (ESIP)
Request for Proposal:
General Guidelines and Instructions for Proposing ESCOs

Proposing ESCO fees must include all costs and fees, over and above the cost of the subcontractor trades that are required to fully and completely develop and implement an Energy Savings Plan. The ESCO will procure all subcontract trades in accordance with the Local Public Contracts Law and Public Works Contractor requirements.

All ESIP work that meets the traditional definition of “public work” contracting, as set forth in N.J.S.A. 34:11-56.26 is subject to prevailing wages and public bidding. This includes the usual requirements that are part of a public works contract, such as bid specifications, listing of required subcontractors, surety bonding, public works contractor registration, and award to the lowest responsible bidder, other factors considered. The routine public works construction contracting procedures of the local unit will be followed, including requirements regarding public bidding, bid security, performance guarantees, insurance, and other requirements applicable to public works projects.

All calculations of projected energy savings and greenhouse gas emissions/ reductions shall be made in accordance with protocols developed and adopted by the New Jersey Board of Public Utilities. Energy savings calculations shall include all available State and Federal rebates, incentives and tax credits.

For informational purposes only, the Municipality requests that responding ESCOs include an energy savings guarantee option in their proposals. The guarantee should be provided in the manner set forth on **FORM V** of the provided proposal forms.

Responding ESCOs must comply in all respects with the “ESIP Guidelines”, as prepared by the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board.

The public bids associated with this project should only include scopes of work that meet the traditional definition of “public work”; all other costs must be included with the ESCO fee. The ESCO fee must be a not-to-exceed fee for the project that is predicated on the scope of work associated with the preliminary Energy Savings Plan proposed in response to this RFP.

The ESIP Agreement contemplated by this RFP will require the awarded ESCO to perform the following tasks:

- Develop and implement an Energy Savings Plan for the Municipality that will produce sufficient energy savings to self-fund, throughout the duration of a 15 year Energy Savings Improvement Program, the Energy Conservation Measures installed at the Municipality’s facilities identified within this RFP;
- Serve as the General Contractor for the project, and be subject to all laws and requirements applicable to the Municipality, including the public bidding and public work contracting laws of the State of New Jersey. ESCO shall be responsible for employing duly prequalified subcontractors and perform the duties generally associated with a General Contractor, including project management, preparation and oversight of project schedules, supervision of subcontractors and installation work, responsibility to assure proper performance and quality of the work, payment of subcontractors and suppliers, project completion, and commissioning of Energy Conservation Measures;

- Coordinate with the Municipality's Engineer of Record as required;
- Apply for and allocate all applicable energy-related financial incentives, rebates and grants made available by the State and Federal governments;
- Submit progress payment authorizations based on an agreed schedule of values to the Municipality's third party lender;
- Facilitate energy savings reviews by the Municipality's third party measurement and verification agent;
- Prepare documentation necessary to periodically report to the BPU regarding the implementation of the ESP
- Perform other tasks reasonably deemed to be necessary and appropriate by the parties.

The ESCO fee proposal shall include all products and services necessary to fully develop and implement the ESIP, including

- **All Engineering:** Verification of findings identified within the Municipality's third-party energy audit, solution development, engineering, environmental evaluation and permitting, creation of bid specification and design drawings, obtain Department of Community Affairs and local building official approvals of plans and specifications, and rebate calculation and application.
- **All Estimating and Procurement:** All pre-bid cost estimating and scoping of bid packages and work categories. Upon completion of plans and specifications for work scope, the selected ESCO shall assemble bidding documents into appropriate bidding packages. This would include, but not be limited to, creation of bid specifications, listing of required subcontractors, Department of Property Management and Construction prequalification, prevailing wage inclusion, surety bonding, public works contractor registration, and Equal Employment Opportunity Compliance. Conducting pre-bid meetings and site walk-downs with interested bidders, response to bidders' questions and issuance of clarifications and addenda, and award to the lowest responsible bidder. The Municipality must give final approval on trades and subcontractor contracts awards.
- **All Program Development:** All pertinent costs and fees associated with the general development of the ESIP program.
- **All General Conditions and General Requirements:** The General Conditions will include all costs necessary to implement the program. These would encompass the items of work that do not become part of the permanent construction, including on-site management (direct personnel expense for project management, job superintendent, etc), trailer costs, equipment for administering of the work, and utilities such as electric and gas. General Requirements should be deemed to include temporary facilities and controls such as fencing, barricades, weather protection, temporary heat during construction, power for construction including the utility usage, dumpsters, portable toilets, surveying, and testing.
- **All Insurance and Bonds.**
- **All Overhead, Profit and Risk costs.**
- **Any other cost or fee required to fully and completely implement the ESP under the ESIP, to the extent permitted by law.**

Note: Pursuant to N.J.S.A. 40A:11-4.6(c)(4), ESCO proposed costs **CANNOT** include the cost of maintenance services contracts, the optional energy savings guarantee, or third party verification of energy conservation measures and savings. Energy savings shall **NOT** be used to finance any post-construction maintenance services programs, such as mechanical or control systems maintenance services contracts, for public institutions. These services, if desired by the Municipality, will be separately procured, utilizing Municipal funds from existing operating or capital budgets. Should the

Municipality desire, the selected ESCO can assist the Municipality in the development of post-construction maintenance services programs. Once the Municipality and ESCO have defined such programs to accommodate the Municipality's requirements, these programs can then be publicly procured by the Municipality and/or ESCO. **An ESCO's ability to provide maintenance services programs utilizing in-house personnel will not be a factor in the selection of an ESCO for this project. Maintenance services programs and contracts are subject to the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and are not within the scope of the ESIP Law, N.J.S.A. 40A:11-4.6(c)(4), and Local Finance Notice 2009-Implementing an Energy Savings Improvement Program.**

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a Proposer's response. The response shall be descriptive and will contain sections in the same order as provided in **Section V** entitled "**Proposal Format and Contents**". Proposers are instructed to clearly identify any requirement of this RFP that the Proposer cannot satisfy. A Proposer's failure to comply with all provisions of this RFP may disqualify the Proposer's response.

This RFP process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will use a consistent methodology and set of metrics to score ESCOs. Proposers are to direct all communications regarding this proposal to the designated individual and are not to contact officials or employees of the Municipality directly unless specifically directed by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of any firm found to be noncompliant.

I. INTRODUCTION AND GENERAL INSTRUCTIONS

A. *General Overview*

It is the Municipality's intent, through this Request for Proposals ("RFP") to solicit proposals to obtain the comprehensive services of a qualified Energy Service Company ("ESCO" or "Proposer") to assist the Municipality to develop and finance the implementation of an Energy Savings Plan ("ESP") through an Energy Savings Improvement Program ("ESIP"). Both the ESP and ESIP will be designed to conserve energy and improve energy efficiency within the specified Municipal facilities delineated herein through the implementation of energy conservation, capital improvements, and other measures ("Energy Conservation Measures" or "ECMs") whose costs will be paid by the verified energy cost savings that result from introduction of the ECMs.

It is also the Municipality's intent, subject to independent third party verification of the ESP, and the Municipality's review and approval thereof, to authorize the ESCO to implement the ESP through an ESIP in accordance with the requirements of the Energy Savings Improvement Programs Law, P.L. 2009, c. 4, N.J.S.A. 40A:11-4.6 ("ESIP Law"). This will include, but not be limited to, expanding upon the existing independent energy audit, designing the ECMs and improvements, preparing the bid documents for public bidding, helping to solicit bids from subcontractors, arranging for financing, managing the construction, overseeing commissioning and systems start-up, assisting in energy grant/rebate/incentive program review and applications, maintaining the improvements if desired by Municipality, subject to the ESIP Law and this RFP's Guidelines and Instructions, and providing training for the Municipality's staff.

The Municipality has conducted an independent energy audit in accordance with DCA Local Finance Board ESIP Guidelines and has received a completed energy audit report from an approved independent third party auditor. The complete energy audit report will be provided to all proposing ESCOs. This audit is to be used by Proposers as a guide to evaluate the preliminary energy usages and costs associated with the identified Municipal facilities, and to assist Proposers in the identification of potential ECMs that, if implemented under an ESIP, will reduce the energy usage of those facilities. For utility cost and usage analysis purposes, a complete 24 month history of the most recent utility bills for each utility serving the Municipal facilities identified in this RFP (electric, natural gas, fuel oil, water, sewer, and propane) will also be provided by the Municipality to proposing ESCOs. ESCOs will use this utility information to conduct their own utility cost and usage analysis, establishing the ESCO's own baselines from which their proposed, preliminary ESP savings will be based. The independent energy audit report, the 24 month utility histories, and mandatory site inspection(s) conducted by interested ESCOs, will serve as the foundation for the ESCOs to develop preliminary ESP proposals in response to this RFP.

Upon award, the selected ESCO will be expected to further analyze the independent energy audit while conducting its own Investment Grade Energy Audit (IGEA) of all identified Municipal facilities. In combination with the independent energy audit, the IGEA will provide the foundation for a final, customized ESP that is responsive to the Municipality's unique requirements and will achieve maximum energy savings. The IGEA will fully assess and establish accurate and reliable baselines for the Municipality's current energy usages and associated costs for each of the identified facilities. The IGEA will also identify, analyze, evaluate and recommend feasible ECMs and renewable energy systems including, but not limited to solar, wind, and geothermal energy systems, and cogeneration facilities, develop specifications for the purchase/procurement and financing of capital improvements, identify and prepare applications for all available energy grants,

incentives and rebates, and arrange for all construction permits and implementation approvals; all with the ultimate goal to reduce the Municipality's energy costs through improved energy efficiency and conservation.

The services encompassed by this RFP shall be performed in two phases in accordance with the ESIP Law. In Phase I, the selected ESCO shall develop an ESP to be reviewed and approved by the Municipality. The ESP shall, among other things, (i) include the results of the independent energy audit, (ii) describe the ECMs that will comprise the program, (iii) estimate greenhouse gas reductions, (iv) identify design and compliance issues that require the services of an architect or engineer and the person(s) who will provide these services, (v) assess the risks involved in the successful implementation of the program, (vi) identify eligibility for the PJM Independent System Operator demand response and curtailable service programs, and (vii) include calculations of all costs of implementing the proposed ECMs and projected energy savings.

Subsequent to the approval and official adoption of the ESP, the Municipality, in its sole discretion, may authorize the ESCO to proceed to Phase II, the Energy Savings Implementation Program that will implement the ESP. The Municipality is under no obligation to proceed past the receipt and review of the ESP. However, should the Municipality decide not to proceed to Phase II, the Municipality shall compensate the ESCO for the development of the ESP. These costs shall be negotiated with the ESCO prior to the development of the ESP and clearly stated on **FORM V, Investment Grade Energy Audit**.

In accordance with N.J.S.A. 40A:11-4.6(b), all Proposers must be prequalified by the Department of Treasury, Division of Property Management as Construction Class Code C036 (ESCO) to be eligible to participate in this RFP process.

The proposal for an ESP and ESIP Agreement must comply with the terms and conditions of this RFP and with:

- The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- The Energy Savings Improvement Program Law, P.L. 2009, c. 4, N.J.S.A. 40A:11-4.6;
- Local Finance Notices 10 and 11, 2009—Implementing an Energy Savings Improvement Plan issued by the Local Finance Board in the New Jersey Department of Community Affairs, Division of Local Government Services;
- Board of Public Utilities Office of Clean Energy Requirements, Guidelines, Orders and Protocols.
- Board of Public Utilities will receive at a minimum, a CD copy of each phase of the proposal and contract process

Electronic copies of the Municipality's independent energy audit and this RFP are available via email. All email requests for the completed RFP and audit should be forwarded to Michelle Trumbetti, T&M Associates, mtrumbetti@tandmassociates.com with copy to Louis Ferrara, Borough Administrator, at louis.ferrara@matawanborough.com. The 24 month utility billing history to the buildings within the scope of this RFP shall be separately provided by the Municipality.

B. Purpose of RFP

This RFP requests the services of an ESCO, duly certified by the New Jersey Department of Treasury, Division of Property Management and Construction, to develop a comprehensive, customized Energy Savings Plan that can be implemented through a performance-based Energy Savings Improvement Program. The Municipality requests that interested ESCOs provide the necessary information regarding their experience in the energy conservation industry, and expertise in the development and

implementation of successful performance-based energy efficiency programs, including project development, design, engineering and financing, construction management and training required to implement and support a viable energy conservation program for a 15 year contract term, which shall commence upon completion of construction of the ECMs.

C. Statement of Intent

This proposal is intended to provide the Municipality with the ability to maximize energy and operational savings within the facilities specifically identified in **Section II**. The information received in response to this solicitation will provide the basis for the Municipality to select a qualified ESCO partner that will assist the Municipality in this effort.

D. Type of Contract

The contract entered into as a result of the RFP will be a 15 year (or 20 year if a combined heat and power or cogeneration project is involved), performance-based energy efficiency contract. The award shall be made on the basis of price and other factors, to the most responsive and responsible ESCO that satisfies the criteria established by the Municipality within this RFP. *Please see Section III for additional information regarding RFP proposal evaluation criteria.* The Municipality reserves the right to reject any and all proposals. Proposers are responsible to assume all proposal-related costs and will not be compensated or reimbursed by the Municipality for these costs.

E. Performance Contracting Defined

For purposes of this RFP, “performance-based energy services contract” means a contract for energy efficiency services and equipment in which the payment obligation to a third party lender is supported solely by savings attributable to the installation of Energy Conservation Measures at the Municipal facilities that are the subject of this RFP for the term of the contract. At its election, the Municipality may also choose to separately purchase an energy savings guarantee that would obligate the ESCO, throughout the duration of the contract term, to reimburse the Municipality for any shortfall margins that may occur between actual energy savings and project payment costs.

The State of New Jersey supports the use of performance-based energy services contracts as a funding mechanism to enable municipalities to avail themselves of the benefits of energy efficiency and conservation on a self-funded basis, thereby avoiding the necessity of significant up-front capital expenditures and the necessity of voter referendum associated with debt service aid programs.

F. Response to RFP

ESCOs must meet or exceed the professional, administrative and financial qualifications and requirements set forth in this RFP and shall provide all information requested in the RFP. Proposers may submit supplemental information that they deem useful to the Municipality in evaluating the proposal and may provide alternative energy solutions that supplement the energy audit and are consistent with the requirements of the ESIP Law. Proposers are encouraged to be clear, factual and concise in the presentation of information. Proposers are cautioned, however, that the response must meet the minimum requirements of this RFP. Failure to comply with the requirements of this RFP will disqualify the Proposer’s response from consideration.

G. Issuing Office and Deadline for Responses

This RFP is issued by and for the Municipality, which will coordinate all phases of the project. The Municipality will also provide all information and data as requested by qualified Proposers; including 24 month utility data for each specified facility and facility operational information. The Municipality will provide the names of all designated contact persons and advisors, and other program information as required. The Municipality's designated Project Director for this RFP ("Project Director") is:

MUNICIPALITY PROJECT DIRECTOR: LOUIS FERRARA, BOROUGH ADMINISTRATOR

Address 201 Broad St, Matawan, NJ 07747

Office Telephone # 732-566-3898

Email: louis.ferrara@matawanborough.com

Responses to the RFP must be submitted to the Project Director, no later than **10:30 a.m. on June 30, 2015**. Proposals must be clearly marked "**RFP Response: Energy Saving Improvement Program for the Borough of Matawan.**" Proposals should clearly identify a contact person from the proposing firm, and the name and office address of the person who prepared the proposal. All proposals must be signed by a person authorized to bind the entity submitting the proposal. The Proposal will be deemed valid for a sixty (60) day period from the date of submission.

Please submit **one (1) original, three (3) bound paper copies, and one (1) electronic copy on Compact Disc ("CD") or Flash Drive** of your proposal in the proposal format provided within this RFP. Responses may be mailed, hand-delivered or sent via courier to:

MUNICIPALITY PROJECT DIRECTOR: LOUIS FERRARA, Borough Administrator

Borough of Matawan

201 Broad St, Matawan, NJ 07747

The Municipality shall not be responsible for submissions that are not properly mailed or mis-directed. Responses received by the Municipality after the specified date and time will not be considered.

H. Questions or Requests for Information

Proposers shall direct all questions or requests for information or clarifications in writing, by electronic mail or facsimile, to Michelle Trumbetti, T&M Associates at mtrumbetti@tandmassociates.com with copy to the Project Director, **Louis Ferrara, Borough Administrator** at the address above (if by facsimile, to fax number **732-290-7585**). All questions and/or requests for information must contain contact information for the primary person to whom the response can be directed.

All questions and/or requests for information should be submitted in writing and reference the section or addendum of the RFP and page number to which they pertain. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Except for brief procedural matters, there will be no response to oral inquiries. Questions must be submitted no later than **June 12, 2015**. Potential proposers are urged to submit questions pertaining to material terms of the RFP or the proposed contractual relationship as soon as possible, so as to maximize the time available to resolve those questions before the proposal is due. The Municipality shall forward to each submitting ESCO all submitted requests for information received by the Municipality, together with the Municipality's responses thereto.

The final form of the ESIP performance contract will be subject to all statutes, rules and regulations

applicable to local public contracts under the laws of New Jersey. Any Proposal, or proposed ESIP performance contract that conflicts with the laws of New Jersey and/or any local statute or ordinance shall be deemed null and void.

II. BUILDINGS INCLUDED AND AREAS OF CONCERN

Reponses must include proposals for each of the following buildings:

Building Name and Address	Facility Size: Square Footage (Sq Ft)
1. Matawan Borough Hall & Community Center	43,700 SqFt
2. Matawan Public Works Building	8,000 SqFt
3. Matawan Water Treatment Plant	2,965 SqFt
4. Matawan Police Department	4,000 SqFt

ESCOs are expected to propose preliminary ESPs that address and resolve the specific areas of concern identified for the buildings listed above. The following are the areas of concern and capital improvements that the Municipality requests Proposers to consider including in the development of their preliminary ESP proposals:

Facility	Description
Borough Hall & Community Center	Install Weather-stripping & Door Sweeps on Exterior Doors
	Replace Inc., T12 & HID Lamps w/T8 and LED Lamps
	Install Occupancy Sensor Controls
	Replace Electric DHW Heater with Nat Gas
	Replace Windows in 1955 Annex
	Replace 4 MMBH Firetube Boiler
	Replace 140 MBH Cast Iron Boiler in YMCA Section
Public Works	Install Occupancy Sensors
	Replace Inc., MH and Hal. w/LED Lamps & Fixtures
Water Treatment Plant	Install Weather-stripping & Door Sweeps on Exterior Doors
	Upgrade Well Pump w/Premium Efficiency Motor
	Replace Metal Halide Fixtures w/LED Fixtures
Police Department	Install Weather-stripping & Door Sweeps on Exterior Doors
	Replace Inc., T12 & HID Lamps w/T8 and LED Lamps
	Install Occupancy Sensor Controls
	Replace Electric DHW Heater with Nat Gas
	Replace Windows

Additional items to consider:

1. Consider installation and implementation of a complete Building Management System (BMS)

for various buildings in scope;

2. Consider removing existing steam boilers in Borough Hall and Community Center and replace them with gas fired forced air heating system.

III. THE SELECTION PROCESS

A. Timetable

The Municipality expects to undertake the selection process described below in accordance with the following schedule of critical dates:

ANTICIPATED SCHEDULE OF EVENTS

Each step in the selection process is described in the sections that follow.

Activity	Date
Request for Proposal Released	May 15, 2015
Mandatory Pre-Proposal Conference	May 27, 2015
Optional Facilities Inspections	May 27, 2015
Cut-off date for Proposers' questions and requests for clarifications	June 12, 2015
Municipality responses to all Proposer questions and requests for clarifications	June 19, 2015
Proposals Due	June 30, 2015
Proposals reviewed and ranked by Municipality	July 6, 2015
Oral Interviews conducted of finalist/short-listed Proposers	July 8, 2015
Reviewer recommendations to Municipality	July 17, 2015
Municipality vote to select ESCO and award program	August 11, 2015
Investment Grade Energy Audit (IGEA) contract executed	September 15, 2015
IGEA conducted by ESCO	October 6, 2015
IGEA results presented to Municipality	November 6, 2015
ESCO ESIP Agreement negotiations	November 20, 2015
ESCO ESIP Agreement executed; project implementation begins	December 9, 2015

B. Mandatory Pre-Proposal Conference and Site Visits

The Municipality will conduct a mandatory pre-proposal conference, followed by an optional walk-through inspection of the buildings that have been included within the scope of this RFP. The pre-proposal conference is mandatory to ensure that proper communication is established between the Municipality and interested ESCOs, the Municipality's program expectations are addressed and understood by all Proposers, all relevant project data is delivered to appropriate personnel, and that all facility inspections are properly coordinated through designated personnel. The mandatory pre-proposal conference will occur at **10:00 a.m. on May 27, 2015 at 201 Broad St, Matawan, NJ 07747** after which ESCOs will have an opportunity to participate in a walk-through inspection of the buildings. Municipality personnel and representatives will be present at the conference and walk-through inspection to respond to questions regarding this RFP, facility operations, the proposed project and the buildings included in the project.

The Municipality will arrange additional site visits with interested ESCOs at mutually convenient times prior to the date for submission of proposals. An ESCO may, at its election, participate in multiple site visits. **ESCO participation in a facility site visit is mandatory. Proposals will not be accepted from an ESCO that has not participated in the pre-proposal conference and at least one site visit and walk-through inspection of the buildings included within the scope of this RFP.**

C. Submission of Proposals

Interested ESCOs shall submit proposals within the time and in the manner described in **Sections IV and V** of this RFP.

D. Proposal Evaluation Procedure

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. Sales brochures and other similar materials should not be included in a Proposer's response. The response shall be descriptive and contain sections in the same order as provided in **Section V** entitled **"Proposal Format and Contents"**. Proposers are instructed to clearly identify any requirement of this RFP that the Proposer cannot satisfy. A Proposer's failure to comply with all provisions of the RFP may disqualify the Proposer's response.

All proposals will be evaluated by the Municipality and/or its consultants or representatives. The Municipality may conduct oral interviews with finalists to clarify information provided in the proposals. The Municipality will make its final selection based upon such factors as deemed by the Municipality to be in its best interests, in accordance with the criteria set forth in this RFP. The award shall be made to the most responsive and responsible Proposer meeting the specifications set forth in the RFP, price and other factors considered.

Examination and evaluation of the proposals will commence after the public opening of the proposals, which will occur on **June 30, 2015 at 10:30 a.m.**

No proposal information or results will be provided via telephone. No proposal may be withdrawn for a period of sixty (60) calendar days of the public opening date. Proposals, proposed amendments to proposals, or withdrawal requests received after the time advertised for public opening of the proposals will be void regardless of when the request may have been mailed. Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for public opening of proposals or any authorized postponement of the opening date. Proposals received after the proposal due date will not be considered.

The Municipality reserves the right to accept or reject, in whole or in part, any or all responses to the RFP. The Municipality will reject the response of any Proposer that is determined not to be responsible consistent with applicable law, or that is deemed to be non-responsive. The Municipality reserves the right to waive minor variances or irregularities in responses to this RFP if the Municipality deems such a limited waiver to be in the best interests of the Municipality. Any such waiver will not modify any other RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other legal requirements.

E. Proposal Evaluation Criteria

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses. The criteria are not necessarily listed in order of significance.

1. Company Overview and Qualifications (20%)

Preference will be given to Proposers that demonstrate strong capabilities, experience, expertise, financial strength and stability, resources, proven track record, and favorable reputation for planning, developing and implementing successful energy conservation programs that are similar in form to the proposed project described in this RFP. The Proposer should demonstrate a record of experience with ESIP-type projects, including not less than three clients for which Proposer has successfully implemented an ESIP-type project within the last five years, in which energy savings were calculated and verified as occurring in a manner consistent with projected results. A brief summary of three additional projects may be included at Proposer's election and may be given weight in scoring. These secondary references may be from various types of projects that demonstrate the experience, expertise, resources and capabilities of the ESCO in the energy efficiency and conservation industry. Proposer shall also provide general information regarding its firm's organization, core business and background, and approach to program development.

Proposers shall provide an organizational chart representing the Proposer's team for the project, including the relevant experience of each in the planning, development and implementation of ESIP-type Energy Savings Plans, together with other staffing information relevant to a determination regarding the qualification of each such individual to foster the development of the proposed program. Current resumes of all staff potentially involved in the program shall be provided.

Proposers shall also provide information regarding financial stability that includes, as applicable, annual reports and certified financial statements for the two most recent fiscal years.

2. Approach to Energy Savings Plan Development and Implementation (25%)

Proposals shall include a detailed and sound technical approach to meeting the Municipality's energy efficiency objectives. The Proposal shall include the Proposer's preliminary ESP, which shall be based upon the Municipality's independent energy audit report, Proposer's analysis of the 24 month utility data, and the ESCO's site visit inspection(s) of the Municipality's facilities identified within this RFP.

Detailed information shall also be provided regarding, among other things, the Proposer's approach to ESP project planning and development, energy auditing, engineering, savings analyses and calculation methodology, project management, waste management, method of calculation of the optional energy savings guarantee, and projection and verification of energy savings. Proposers must demonstrate their capabilities and methodologies regarding training, staff support, management and associated programs proposed for the Municipality, obtaining State and Federal incentives (such as Board of Public Utilities programs including Pay-for-Performance, SmartStart, etc.) with documented rebates and grants.

3. Ability to Implement Project (15%)

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the arrangement of any necessary financing, in a prompt and

efficient manner with minimal disruption to the Municipality. It is the intent of the Municipality for all construction work to be fully completed no later than **July 1, 2016**.

The Municipality shall notify the awarded ESCO in writing of the Municipality's selection for negotiation after the Municipality has determined, after taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Municipality.

4. Project Comprehensibility and Energy Savings Projections (25%)

Preference will be given to proposals that responsibly maximize the net economic benefit of the project to the Municipality while minimizing financial and performance risks. Proposals by Proposers shall be compared based on the overall value of the proposal to the Municipality in terms of projected program costs, energy savings and environmental benefits. Factors that will be considered include the duration of the ESIP, projected economic benefit to the Municipality, level of savings projected to be achieved in the facilities included within the scope of this RFP, level of guaranteed energy savings (in dollars), length of simple payback to the Municipality, and projection of the cash flows that will be generated by the program. For proposal purposes, all Proposers shall use a standardized 5% interest rate in their project financial pro forma calculations. The financial terms are to be set forth on **FORM VI: ESCO's Preliminary Energy Savings Plan: ECSO's Preliminary Annual Cash Flow Analysis Form**.

Projections should come from the Energy Savings Plan through an ESIP, as determined by the results of the independent energy audit, 24 month utilities data, and site inspections of the Municipality facilities identified within this RFP. The costs should include, but not be limited to the cost of all proposed ECMs, costs of construction including the costs of suppliers and subcontract trades at prevailing wages, potential break-up fees, and risks associated with the failure to implement the project.

5. ESCO Fees Proposal (15%)

Preference will be given to proposals that responsibly maximize the net economic benefit of the project to the Municipality while minimizing financial and performance risks. The proposed fees shall be a function of all costs associated with the program that are required to fully develop and implement the Energy Savings Plan through an ESIP. The fees are to be set forth on **FORM V: ESCO's Preliminary Energy Savings Plan: ECSO's Proposed Final Project Cost Form**.

The costs should include, but not be limited to the cost of the Investment Grade Audit, Design Engineering, Construction Management, System Commissioning, Training, Overhead and Profit to implement the project.

The Municipality shall notify the awarded ESCO in writing of the Municipality's selection for negotiation after the Municipality has determined, after taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Municipality.

F. Development and Implementation of Energy Savings Plan and ESIP Agreement

1. Investment Grade Energy Audit Agreement

After the Municipality selects the awarded ESCO, the ESCO shall execute an Investment Grade Energy Audit ("IGEA") Agreement with the Municipality. The IGEA shall set forth the terms and conditions in which a detailed systems and financial audit of the Municipality's facilities included within this RFP will

be conducted. The purpose of this phase of the project is to further develop and refine the ESP scope of work and ensure that the Municipality has appropriate input into the fashioning of the final project prior to implementation of the ESIP. The investment grade audit shall include, but not be limited to a detailed energy analysis and feasibility study of the Municipality's facilities, review and analysis of the independent energy audit, conceptual engineering design for all mutually agreed upon ECM scopes of work, solicitation of third-party project financing, establishment of project implementation schedules, arrangements for necessary permits and approvals, completion of appropriate State and Federal energy grant/rebate/incentive applications, and procurement plans for subcontractors in accordance with ESIP and public bidding requirements. The results of the IGEA will constitute the Municipality's final ESP. The ESP, the core of the ESIP process, describes the ECMs that are planned and the cost calculations that support how the plan will pay for itself in energy savings.

Pursuant to the ESIP Law, N.J.S.A. 40A:11-4.6(d)(2), an Energy Savings Plan shall:

1. Contain the results of an energy audit;
2. Describe the energy conservation measures that will comprise the program;
3. Estimate greenhouse gas reductions resulting from those energy savings;
4. Identify all design and compliance issues that require the professional services of an architect or engineer and identify who will provide these services;
5. Include an assessment of risks involved in the successful implementation of the plan;
6. Identify the eligibility for, and costs and revenues associated with the PJM Independent System Operator for demand response and curtailable service activities;
7. Include schedules showing calculations of all costs of implementing the proposed energy conservation measures and the projected energy savings;
8. Identify maintenance requirements necessary to ensure continued energy savings, and describe how they will be fulfilled; and
9. For RFP proposal purposes only, a description of, and cost estimates for an energy savings guarantee, as an option available to the Municipality.

Upon the Municipality's acceptance of the IGEA Agreement, the Municipality and the awarded ESCO will execute the IGEA Agreement and the ESCO shall conduct the IGEA. Upon completion of the IGEA, the ESCO shall present a formal IGEA report to the Municipality in accordance with the timetable set forth within this RFP. The report shall include proposed detailed technical and financial terms for the program and transaction. The ESCO will also prepare a proposed schedule of work and planned completion dates for the Municipality's approval. If the ESCO and Municipality cannot in good faith agree upon a mutually acceptable scope of work and financing arrangements for the program, the IGEA Agreement may be terminated without financial obligation by the Municipality. However, if the Municipality elects to terminate the IGEA Agreement in circumstances in which the ESCO has prepared a program proposal consistent with the financial terms and anticipated scope of work set forth within the ESP, the Municipality shall compensate the ESCO for its program development, conceptual engineering design and permitting costs incurred through date of termination of the Agreement. The ESCO termination fee shall be provided by Proposers on **FORM VI** of this RFP and shall be included as a term in the IGEA Agreement.

2. ESIP Agreement

Upon Municipality review of the IGEA report and determination that the program is feasible and acceptable to the Municipality, the Municipality will independently contract with a qualified third party to verify that the projected energy savings to be realized from the proposed program have been appropriately calculated as required by the ESIP Law. Upon third party verification, and the Municipality's acceptance and adoption of the ESP as its ESIP, the Municipality and ESCO shall execute

a final ESIP Agreement. All program development, conceptual engineering design and permitting costs incurred by the ESCO pursuant to the IGEA Agreement shall be rolled forward and incorporated into the ESIP agreement. Upon the Municipality's acceptance of the ESIP Agreement, the ESIP Agreement will be signed, the final engineering design for the selected scope of work will be initiated, and the ESIP program will commence.

The Municipality's final selection of all ECM options will be set forth in the ESIP Agreement and will define the scope of work to be implemented under the program. The awarded ESCO shall submit a draft ESIP Agreement to the Municipality that includes, at minimum, those terms that are set forth in **Section VII** of the RFP. The Municipality and ESCO will then negotiate the final form of an ESIP Agreement that will meet the Municipality's program goals. If the Municipality and the awarded ESCO fail to negotiate an ESIP Agreement within sixty (60) days following submission of the final IGEA report, the Municipality may terminate negotiations with the ESCO and reimburse the ESCO for the cost of the detailed audit in accordance with the Investment Grade Energy Audit Agreement. The Municipality may then initiate negotiations with an alternative ESCO/Proposer.

If the Municipality agrees to the terms and conditions of the awarded ESCO's proposal, the terms and conditions will be incorporated into the ESIP Agreement. Upon the Municipality's acceptance and execution of the ESIP Agreement, the plan will be submitted to the Board of Public Utilities ("BPU"), although the BPU's approval is not required pursuant to the ESIP Law. The plan will be posted on the BPU's and Municipality's websites, and the ESIP Program will commence.

A qualified third party shall verify that the ECMs, when commissioned or placed in service, achieve the level of savings projected in the ESP and that the plan satisfies all protocols adopted by the BPU. The Municipality shall be responsible for procuring and compensating all such third party measurement and verification services.

IV. RFP AND PROCEDURES

A. Point of Contact

All questions concerning this RFP and the procedures for responding to the RFP shall be directed to:

MICHELLE TRUMBETTI
T&M Associates
1256 North Church St
Moorestown, NJ 08057
856-505-3849
mtrumbetti@tandmassociates.com

with Copy to:

LOUIS FERRARA
Borough Administrator
Borough of Matawan
201 Broad St, Matawan, NJ 07747
732-566-3898
Email: louis.ferrara@matawanborough.com

B. Submission of Proposals

Proposers should submit **one (1) original, three (3) bound copies and one (1) electronic copy on Compact Disc ("CD") or Flash Drive** of their proposals to the Project Director no later than **10:30 a.m. on June 30, 2015**. Each proposal shall be duly executed by an authorized representative of the Proposer and shall clearly identify the address of, and a contact person for the proposing firm, and the name and title of the person who prepared the proposal. Proposals by partnerships shall be signed in the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and title designation of an individual authorized to bind the corporation. All corrections, erasures or other forms of alteration to prices must be initialed in ink by the Proposer. Proposals must be received by the date and time provided, at the below address, after which time they will no longer be accepted. Submission of proposals in response to this RFP may be mailed, hand-delivered or sent via courier to:

MUNICIPAL PROJECT DIRECTOR: LOUIS FERRARA
Borough Administrator
Borough of Matawan
201 Broad St, Matawan, NJ 07747
Attn: "RFP Response: Energy Savings Improvement Program for the Borough of Matawan"

C. Security

Proposers must include with their proposal a security bond in an amount equal to five percent (5%) of the proposed initial investment in the project, as calculated at the time the proposal is made. The security bond shall secure the Municipality from loss or damage by reason of withdrawal of the proposal after the date set for submission of proposals for a period of sixty (60) days or as mutually

agreed by the Municipality and the ESCO.

D. Proprietary Information

If a proposal includes any proprietary data or information that the Proposer does not want disclosed to the public, such data or information must be specifically designated as such on each page on which it is found. Data or information so identified shall be used by the Municipality solely for purposes of evaluating proposals and conducting contract negotiations and shall not be publicly disclosed. The Municipality shall be held harmless from any claim arising from the release of proprietary information not clearly identified as such by the Proposer.

Because of the need for public accountability, the following information regarding the proposal shall not be considered proprietary, even if such information is designated as such: pricing terms and non-financial information concerning compliance with RFP specifications, savings guarantees, and warranties. The Municipality cannot guarantee that information designated as proprietary may not otherwise be required to be disclosed in accordance with the laws of the State of New Jersey.

E. Modification or Withdrawal of Proposal

Any proposal may be withdrawn or modified by written request of the Proposer, if such request is received by the Project Director at the above address prior to the date and time set for the receipt of proposals.

F. Right to Reject

The Municipality reserves the right to accept any responsive proposal, to reject any and all proposals, and to waive irregularities or formalities if deemed to be in the best interests of the Municipality. The Municipality shall reject the proposal of any Proposer that is determined not to be a responsible bidder, or whose proposal is determined by the Municipality to be non-responsive.

The Municipality reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the Municipality of a response to this RFP confers no rights upon the Proposers, nor any obligations upon the Municipality.

G. Cost of Proposal Preparation

The costs of preparing a proposal in response to this RFP, including, but not limited to the costs associated with site visits and preliminary engineering analyses, will **not** be reimbursed by the Municipality.

V. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined within this section, with each of the prescribed forms completed in full (with the exception of any sections described as optional). Proposers not utilizing this format will be considered non-responsive. Each proposal will be reviewed prior to substantive evaluation for completeness and responsiveness. The Municipality reserves the right to eliminate from further consideration any proposal deemed by the Municipality to be substantially or materially non-responsive to the requests for information contained herein.

The response to each of the forms and sections described below shall begin on a separate page. Each page should clearly indicate the name of Proposer.

A. Outline of Proposal Contents

Each ESCO shall respond fully to all questions and requests for information set forth in each category below. Responses shall be provided on 8 ½ x 11" sheets of paper, with the number and title of each answer referenced by category. Font size shall be no smaller than 10 point. All pages provided shall be numbered sequentially. ESCOs shall also include a Table of Contents that indicates the section and page numbers that correspond with the information included.

The following is the format outline of the requirements for proposal contents described in this section:

Section A. Table of Contents

Section B. Executive Summary

Section C. Proposer Background and Qualifications

Section C-1 General Information: ESCO—**FORM I**

Section C-2 Supplemental ESCO Information

Section C-3 Project Organizational Chart and Project Team Resumes

Section D. Proposer Annual Report / Financial Statements

Section E. Presentation of Completed Energy Conservation Projects

Section F. Project Qualifications Criteria

- Security Bond
- Certificate of Insurance
- State of New Jersey Public Works Registration
- State of New Jersey Business Registration Certificate
- State of New Jersey Department of Treasury Notice of Classifications.
- Non-Collusion Affidavit (**EXHIBIT A**)
- Ownership Disclosure Certification to be Submitted with Proposal (**EXHIBIT B**)
- Certificate of Equal Opportunity (**EXHIBIT C**)
- Affirmative Action Questionnaire (**EXHIBIT D**)

- Proof of New Jersey Division of Property Management and Construction Contractor Classification as C036 Energy Services Company
- Affidavit Regarding List of Debarred, Suspended, or Disqualified Contractors (**EXHIBIT E**)
- Proposer Certification of Qualification and Credentials (**EXHIBIT F**)
- Proposer Signature Form (**EXHIBIT G**)

Section G. Technical Aspects of Proposal

Section G-1: Technical Summary; Preliminary Energy Savings Plan—**Forms II, III & IV**

Section G-2: Preliminary Energy Savings Plan: Energy Conservation Measures (ECMs)

Section G-3: Project Development and Management Overview

Section G-4: Description of Savings Calculations, Monitoring, Measurement and Verification, and Program Guarantee

Section G-5: Description of Post Construction Training and Services

Section H. Financial Aspects of the Proposals

Section H-1: Financials: ESCO Fees and Preliminary Projections of Program Cash Flow—**FORMS V and VI**

Section H-2: Utility and Other Rebates and Incentives Available for Project

Section H-3: Additional Information: Financial Aspects of Proposal

Section I. Schedule for Completion of the Project

Section J. Official Statements by Proposer

Section K. Proposer's Checklist

B. Executive Summary

The ESCO's proposal shall include a concise abstract, no more than six (6) pages in length, regarding its proposed preliminary Energy Savings Plan. Proposers shall briefly describe the most important aspects of their proposed Energy Savings Plan, highlighting the ESCO's qualifications and containing a detailed statement explaining why the ESCO is most qualified and best suited to assist the Municipality in the final development of an Energy Savings Plan and, ultimately, the Energy Savings Improvement Program.

C. Proposer's Background and Qualifications

Section C of the proposal must contain the following information about Proposer:

1. General Information: Provide general information about the Proposer; addresses, telephone numbers, names of contact persons and lead personnel should be provided on **FORM I**. Provide as **Section C-1**

2. Supplemental ESCO Information: Provide responses to listed questions. Provide as **Section C-2**.
 - a. Describe your firm's core business and organizational structure.
 - b. State whether Proposer is a manufacturer of, or is associated with, a particular product or product line as an authorized supplier, distributor, or installer.
 - i. If so, the products manufactured shall be identified and/or such product associations or relationships shall be described with specificity.
 - ii. State whether any products identified in response to this section will be proposed for use by the Municipality as part of the ESP.
 - c. Proposer shall state whether it is owned, in whole or in part by, affiliated with, or is a division or subsidiary of a public utility or fossil fuel supplier.
 - i. If so, identify the company with which the ESCO is affiliated or by which the ESCO is owned.
 - d. State the percentage of Proposer's business that is devoted to energy-savings related services, including, but not limited to, energy efficiency and conservation, energy supply management, renewables, demand response, and power purchase arrangements.
 - e. State whether Proposer utilizes open protocol system architecture.
 - i. Identify and describe with specificity any proprietary solution to be offered that is incompatible with open protocol system architecture.
3. Project Organizational Chart and Project Team Resumes: Proposer shall provide an organizational chart representing the ESCO team dedicated to this program, with resumes for each individual identified as a lead person for Proposer on **FORM I**. Provide these materials as **Section C-3**.

D. Annual Report / Financial Statements

Section D of the proposal must contain annual reports and/or certified financial statements covering the two most recent fiscal years for the Proposer listed on **FORM 1**. Bank and credit references must also be provided.

E. Presentation of Completed Energy Conservation Projects

Section E of the proposal must demonstrate prior relevant work experience of Proposer in the development and implementation of performance-based ESIP-type energy efficiency, conservation and renewables projects during the last five years. For each such project, Proposer shall set forth:

- A. Customer's name and address, and date of project completion;
- B. Number and types of ECMs implemented and total project cost;
- C. Type of contract (e.g. shared savings, performance contract, sale, lease-purchase, etc.);
- D. Brief description of the project, including nature of facilities and verified energy savings achieved.
- E. Contact information for a reference person for the project (office phone and email, if available).

Proposers must provide at least three (3) references for ESIP-type projects completed within the last

five years. A brief description of up to three (3) additional projects may also be provided and may be accorded weight in scoring. Proposer's primary three reference projects must be projects that the ESCO has successfully implemented and monitored within the last five years. Secondary references can represent various project types that reflect the ESCO's experience, expertise, resources and capabilities in the energy efficiency and conservation industry.

F. Project Qualifications Criteria and Required Documentation

- Security Bond. Provide as **Section F-1**
- Certificate of Insurance. Provide as **Section F-2**
- State of New Jersey Public Works Registration. Provide as **Section F-3**
- State of New Jersey Business Registration Certificate. Provide as **Section F-4**
- State of New Jersey Department of Treasury Notice of Classifications. Provide as **Section F-5**
- Non-Collusion Affidavit (**EXHIBIT A**). Provide as **Section F-6**
- Ownership Disclosure Certification to be submitted with Proposal (**EXHIBIT B**). Provide as **Section F-7**
- Certificate of Equal Opportunity (**EXHIBIT C**). Provide as **Section F-8**
- Affirmative Action Questionnaire (**EXHIBIT D**). Provide as **Section F-9**
- Proof of New Jersey Division of Property Management and Construction Contractor Classification as C036 Energy Services Company. Provide as **Section F-10**
- Affidavit Regarding List of Debarred, Suspended, or Disqualified Contractors (**EXHIBIT E**). Provide as **Section F-11**
- Proposer Certification of Qualification and Credentials (**EXHIBIT F**). Provide as **Section F -12**
- Proposer Signature Form (**EXHIBIT G**). Provide as **Section F-13**

The Municipality will only accept and consider proposals from firms that satisfy all of these Project Qualifications Criteria and that produce all of the required documents in proper form. The Municipality will not consider proposals from firms that do not fully satisfy these criteria.

G. Technical Aspects of the Proposal

Section G of the proposal should contain the following information about the Proposer's preliminary Energy Savings Plan and technical approach to meeting the Municipality's energy efficiency and conservation objectives:

1. Technical Summary; Preliminary Energy Savings Plan: Information regarding the specific Energy Conservation Measures the Proposer proposes to implement within the Municipality's facilities under the proposed ESP shall be included within this Section. Proposers shall utilize **FORMs II, III, and IV** to present their proposed ECMs, projected program costs, projected annual energy savings, estimated payback periods, calculated baseline information for costs and savings, and avoided greenhouse gas and other emissions associated with the proposed preliminary ESP. Provide as **Section G-1**
2. Preliminary Energy Savings Plan: Energy Conservation Measures: A detailed description of all ECMs, including mechanical, electrical and structural systems, proposed for each building identified within the RFP. The description must include general scope, technical methodology and analysis, savings associated with each measure, financial impact, and any special service requirements associated with the scope of work and anticipated post-construction costs. This information shall be provided as **Section G-2**.
3. Project Development and Management Overview: Proposers shall describe their firm's general

approach to the development and implementation of Energy Savings Plans and Energy Saving Improvement Programs. In addition, a detailed description of Proposer's approach to project and construction management, including Proposer's approach to the installation of ECMs, should be included. This information shall be provided as **Section G-3**.

4. Description of Savings Calculations, Monitoring, Measurement and Verification, and Program Guarantee: A detailed description of Proposer's methodology to calculate energy savings, and the method proposed to be used for the duration of this project to measure the energy savings achieved in each building within the scope of this RFP as a result of Proposer's efforts, including methods to adjust for factors such as weather or changes in the structure or use of the buildings. Proposer should also describe the cost, terms and conditions, including metering and verification protocols, regarding the energy savings Guarantee that the Proposer would offer to the Municipality. This information shall be provided as **Section G-4**.
5. Description of Post Construction Training and Services: A detailed description regarding how Proposer would train, support, manage and work with the Municipality's existing staff to provide post-construction services, such as maintenance programs, for the ECMs and related systems implemented under an ESIP. This information shall be provided as **Section G-5**.

H. Financial Aspects of the Proposal

1. Financials: ESCO Fees and Preliminary Projections of Program Cash Flow: A detailed description of the ESCO fees, costs, and preliminary program cash flow projections shall be provided on **FORMs V and VI** as **Section H-1**.
2. Utility and Other Rebates and Incentives Available for Project: A detailed description of all State and Federal tax benefits and energy grants, rebates, loans and incentive programs Proposer anticipates to incorporate into its proposal shall be provided as **Section H-2**.
3. Additional Information: Financial Aspects of Proposal: Additional information regarding the financial aspects of the proposed project may be included in the proposal as **Section H-3 (optional)**.

I. Schedule for Completion of the Project

Section I of the proposal must include the Proposer's projected schedule for completion of the tasks and responsibilities outlined in the proposal.

J. Official Statements by Proposers

Proposals must contain the following certified statements with attestation by a person authorized to bind the Proposer to the proposal prepared in response to this RFP:

1. Proposer has read and agrees to the terms and conditions set forth in the RFP;
2. The terms and conditions set forth in the proposal will remain in effect for at least sixty (60) days from date of opening of the proposal.
3. A true and complete representative Investment Grade Energy Audit Agreement, with costs and terms and conditions included.

K. Proposer's Checklist

Proposers shall complete, initial, sign and date the Proposer Checklist attached to this RFP, as required.

VI. TECHNICAL GUIDELINES

Design Work

All engineering and design work related to the installation or modification of facilities, and all installation and construction work, shall be performed by contractors and professionals duly licensed by all applicable authorities and in accordance with all applicable guidelines for such work.

VII. TERMS AND CONDITIONS OF RFP PROCESS AND PROPOSED ENERGY SAVINGS IMPROVEMENT PROGRAM AGREEMENT

The following terms and conditions shall apply to the RFP process and the ESIP Agreement executed with the selected Proposer:

1. Laws and Regulations

All applicable Federal, State and local laws and regulations, including the policies of the Municipality, shall apply to the RFP process and any resulting ESIP Agreement, and are hereby incorporated by reference.

2. Subcontracting and Assignment

No portion of the work associated with this project may be subcontracted or assigned without the prior written approval of the Municipality, except to the extent required or permitted pursuant to N.J.S.A. 40A:11-4.6. To the extent that subcontracting is required pursuant to statute, subcontractors must be obtained through a competitive contracting process in a manner consistent with all applicable public bidding and prevailing wage laws and requirements, and must be classified by the New Jersey Department of Treasury, Division of Property Management and Construction, as applicable.

3. Modifications of RFP, Award and ESIP Agreement

No modification of the RFP, scope of award or the resulting ESIP Agreement shall be binding upon the Municipality unless duly approved in writing and signed by a duly authorized representative of the Municipality.

4. Qualifications of Proposers

In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Municipality may establish such requirements and conduct such investigation as it deems necessary to establish the qualifications of the Proposers and proposed subcontractors to perform the work. The Proposer shall promptly furnish any information and data for this purpose as shall be requested by the Municipality. The failure of a Proposer to timely produce information and data requested by the Municipality may provide a basis for rejection of the proposal.

All Proposers shall submit a statement affirming that as of the time the proposal is submitted, Proposer is not included on the list of debarred, suspended or disqualified contractors maintained by the New Jersey Treasurer or any Federal agency. Proposer shall immediately notify the Municipality if Proposer is placed upon the list of debarred, suspended or disqualified contractors after submission of the proposal.

5. Ownership Disclosures Required

Pursuant to N.J.S.A. 52:25-24.2, Proposer shall submit with its bid, or prior to the Municipality's receipt of bids, a statement setting forth the names and addresses of all stockholders if Proposer is a corporation, or partners if Proposer is a partnership, who own or control a ten percent (10%) or greater

interest therein.

If one or more stockholder or partner is itself a corporation or partnership, the Proposer shall submit such further disclosures as are required by law and this RFP. See “**SECTION V: PROPOSAL FORMAT AND CONTENTS**” for additional information

6. Non-Collusion Affidavit

The Proposer shall submit with its bid an executed Statement of Non-Collusion, utilizing the form attached to this RFP. See “**SECTION V: PROPOSAL FORMAT AND CONTENTS**” for additional information.

7. Form of Agreement

The ESIP Agreement executed with the awarded Proposer shall meet the requirements set forth in this RFP.

The ESIP Agreement shall be subject to all statutes, rules and regulations applicable to public contracts under the laws of the State of New Jersey, as well as any requirements for the design, implementation, financing, commissioning, maintenance and training established for energy savings programs by the ESIP Law and the Municipality. Proposers are to submit a representative form of proposed ESIP Agreement in accordance with the requirements set forth in this RFP.

8. Ambiguity, Conflict or Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Proposer shall immediately notify the Municipality of such error in writing, which notice can be delivered by hand, mail, overnight carrier, facsimile or E-mail addressed to Michelle Trumbetti, T&M Associates with copy to **LOUIS FERRARA**, Borough Administrator.

9. Revisions to the RFP

If it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by the Municipality by letter, email or written addendum to the RFP.

Any RFP addendum shall be delivered by hand, certified mail, facsimile, e-mail or delivery by courier service which certifies delivery. Only those Proposers that have already received the proposal documentation directly from the Municipality will be provided the clarification or revision unless the Proposer notifies the Project Director that it seeks to be included on the distribution list for any revisions, addenda or clarifications.

Any addendum to, and/or clarification or revision of this RFP shall become part of this RFP and, if appropriate, part of the ESIP Agreement that derives from the RFP.

10. Specification Changes, Additions and Deletions

All changes to proposal documents shall be through written addendum, clearly marked and furnished to the Municipality at the above address prior to the opening date of the proposals. Verbal communications and information will not be considered or incorporated as part of a proposal. Proposers shall not be permitted to alter the terms of their proposal after the time and

date of the submission thereof.

11. Telegraphic/Electronic Proposal Submittal

Proposals forwarded via electronic, telephonic or facsimile devices are **NOT** acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their Proposal either by express courier, postal service or other means. The Municipality shall not be responsible for premature opening or late delivery of Proposals not properly marked or addressed, or for late delivery by mail or delivery service.

12. Conditional Proposals

Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for receipt of proposals or authorized postponement prior thereof. Proposals received after the advertised time will not be considered.

13. Costs

The Municipality assumes no responsibility for costs incurred by Proposers in the development, preparation and submittal of responses to this RFP.

14. Proposal Opening

Examination of the proposals will commence after public opening at **10:30 a.m. on June 30, 2015**, and an evaluation process will be initiated at that time. No proposal-related information or results will be conveyed via telephone. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date. Proposals, amendments to proposals or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

15. Rejection of Responses

The Municipality reserves the right to accept or reject, in whole or in part, any or all responses to this RFP. The Municipality shall reject the response of any Proposer which is determined not to be responsible, or whose response is deemed to be non-responsive in accordance with the criteria set forth in this RFP.

The Municipality reserves the right to waive minor variances in responses to this RFP if the Municipality considers such action to be in the best interests of the Municipality. Any such waiver shall not modify any remaining RFP requirements nor excuse any Proposer from full compliance with all other RFP specifications and contract requirements if the Proposer is awarded the contract.

The failure of a Proposer to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

16. Basis of Proposal Award

Award of proposal shall be made to the most responsive and responsible Proposer meeting the

specifications, price and other factors considered, as determined by the Municipality, in its sole discretion. The Proposal evaluation criteria are set forth within this RFP.

17. Disclaimers

The Municipality reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the Municipality of a response to this RFP confers no rights upon the Proposer, nor obligations upon the Municipality in any manner.

18. Competitiveness and Integrity

The proposal process defined within this RFP is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will apply a consistent method of review and metrics to score ESCO proposals, as set forth in the attachments to this RFP. Proposers are to direct all communications regarding their proposal only to the Project Director designated above and are not to contact other Municipal Officials or employees directly unless specifically directed to do so by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offending Proposer's proposal.

19. Affirmative Action and Business Registration

If, prior to or at the time the Municipality submits a contract for signing, a Proposer does not submit to the Municipality evidence of an existing federally approved or sanctioned Affirmative Action Program; then, no later than three (3) days after the Proposer signs the contract, the Proposer shall complete and submit the appropriate forms to the Municipality and the Affirmative Action Office. The Proposer should retain the copy marked "Proposer," submit the copy marked "Public Agency" to the Municipality, and the remaining copies shall be immediately forwarded to:

Affirmative Action Office
Department of the Treasury
State House, CN 209
Trenton, New Jersey 08625

Proposers shall be required to comply with the provisions of N.J.A.C. 17:27-1 et seq., regarding Affirmative Action, the business registration requirements of N.J.S.A. 52:32-44, and any minority business enterprise set-aside programs established by the Municipality pursuant N.J.S.A. 40A:11-42. Each Proposer must submit a copy of its New Jersey business registration certificate (or interim registration) as part of its Proposal.

20. New Jersey Business Registration Certificate and Sales and Use Tax Requirements, P.L. 2004, c. 57

Proposers are requested to comply with the following:

- a) **Business Registration Certificate Requirements:** All Proposers shall provide a current Certificate of Business Registration with their proposals. Business Registration Certificates must be submitted as required at the time of contracting for those goods and services.

- b) **New Jersey Sales and Use Tax Requirements:** All Proposers, or Proposers with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, municipalities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, "affiliate" shall mean any entity that (a) directly, indirectly or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity is deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

The successful Proposer agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Act.

Notwithstanding anything contained in any contract documents entered in connection with this project to the contrary, the Proposer shall indemnify, defend and hold the Municipality harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Proposer's failure to comply with the terms and condition of P.L. 2004, c.57 to the fullest extent permitted by law and public policy.

21. Americans With Disabilities Act

It shall be a condition that any company supplying goods or services in connection with this project must be in compliance with the appropriate provisions of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation enacted pursuant thereto. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request by the Municipality. In addition, the successful Proposer shall comply with N.J.S.A. 10:5-31 et seq., as amended and supplemented, and with the regulations promulgated by the State Treasurer pursuant thereto.

22. Political Contribution Disclosure

New Jersey State law requires that contractors receiving contracts from public entities which, in the aggregate, exceed \$50,000.00 within a calendar year, file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission. N.J.S.A. 19:44A-20.13. The successful Proposer shall determine whether such filing is necessary.

23. Common Language

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular include the plural, and words in the plural include the singular. Additionally, words in the masculine shall

include the feminine, and words that are gender neutral may refer to either gender.

24. Payments

Payments will be made by the Municipality in accordance with the terms and conditions of the resulting ESIP Agreement with the awarded ESCO. If the Municipality elects not to proceed with program implementation, payment will be made to the ESCO for the ESCO's proposed ESP and other agreed costs in accordance with the provisions of the executed IGEA Agreement as set forth herein.

25. Insurance

A. The successful Proposer and all subcontractors shall be liable to the Municipality, its employees, officers and agents for injury including bodily injury, death, damages to or destruction of property resulting, in whole or in part, from any negligent acts, errors or omissions of the Proposer or subcontractors in the performance of their services. The successful Proposer shall procure, and shall require all subcontractors to procure, prior to the commencement of services, and maintain, at its expense until final acceptance by the Municipality of all services required under the ESIP Agreement, insurance for liability for damages assumed under the ESIP Agreement, of the kinds and in the amounts provided below, with insurance companies authorized to do business in the State of New Jersey. All such policies shall name the Municipality as an "additional insured".

The insurance carriers shall have a rating of not less than "A-" in the current A.M. Best Manual and must be approved by the Municipality.

B. The successful Proposer and/or subcontractors shall procure and maintain at all times the below-listed types of insurance with limits of liability in at least the amounts listed below:

a). Commercial General Liability Insurance. The minimum amount of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage)/\$2,000,000 aggregate, including products, completed operations and contractual liability insurance.

b). Workers' Compensation Coverage. Workers' Compensation and Employers' Liability Coverage shall be provided as statutorily required by the State of New Jersey for all employees of Proposer and/or subcontractors.

c). Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles used in connection with the services required by this project, with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage.

d). Excess Liability Coverage. Excess liability coverage in the amount of not less than \$5,000,000 shall be in the form of an Umbrella policy, and shall specifically be endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' compensation policy, and the Comprehensive Automobile Liability policy.

e). Professional Liability Insurance (Errors and Omissions) in the amount of \$1,000,000 per claim. A Design Consultant and/or a Construction Management Firm that performs Design Work must maintain Professional Liability Insurance, with coverage retroactive to the

earlier of the date of the ESIP Agreement or the date of a Notice-to-Proceed for the Design Phase.. Such coverage must be maintained for a period of three (3) years after the date of final payment by the Municipality or, if said coverage is not commercially available for such term, then for such term as is commercially available.

f). Builder's Risk Insurance The General Contractor with responsibility for delivering the construction services necessary to complete the project must maintain Builder's Risk Insurance, providing coverage for all risk of physical loss or damage to the property described hereunder in an amount equal to the completed value of the work contracted.

C. Certificates of the required insurance as listed above with a thirty (30) day notice of cancellation provision shall be submitted to the Municipality with the certificate holder listed as follows:

**LOUIS FERRARA, Borough Administrator
Borough of Matawan
201 Broad St, Matawan, NJ 07747**

The successful Proposer must provide copies of the policies to the Municipality upon request.

26. Liability

The successful Proposer shall agree to assume all risk of loss and to indemnify and hold the Municipality, its officers, agents and employees, harmless from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss or damage to, or destruction of property (including Municipal property) arising out of any act or omission of the successful Proposer, its employees or agents in the performance of the ESIP Agreement, except losses caused by the negligence of the Municipality. Successful Proposer agrees to reimburse the Municipality for all costs and attorneys' fees expended by the Municipality to enforce this indemnity provision.

The successful Proposer shall indemnify, defend and hold the Municipality harmless from and against any claim that the work performed or goods provided as a part of the ESIP Agreement infringes upon a patent, copyright, trademark or other intellectual property right by paying all amounts in settlement of the claim or as otherwise awarded by a court of law or other judicial or quasi-judicial body having jurisdiction over any such claim. The successful Proposer shall also reimburse the Municipality for all reasonable expenses incurred by the Municipality.

Neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their officers, directors, agents or employees shall be liable to any other Party, or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for any incidental, indirect, punitive or consequential damages, connected with or resulting from performance or non-performance of the ESIP Agreement (irrespective of whether such claim of liability is based upon breach of warranty, strict liability, tort, contract, operation of law or otherwise) or anything done in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under the ESIP Agreement), and increased expense of, reduction in, or loss of power generation production or equipment used therefor.

27. Termination of Contract

Consistent with N.J.S.A. 40A:11-4.6, the Municipality shall have the ability to terminate the ESIP Agreement in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of sixty (60) days to cure the breach. If the breach is not cured during such period, the Municipality may then terminate the contract.

For the ESP portion of the contract term, the Municipality may terminate the contract on sixty (60) days written notice, with or without cause, subject to any termination provisions negotiated by Municipality and the successful Proposer.

Without prejudice to any other right or remedy available to the Municipality at law or in equity in connection with any event described below, the ESIP Agreement may be terminated by the Municipality if the successful Proposer, or any parent company of the Proposer, shall:

- (a) File a voluntary petition in bankruptcy, or have an involuntary petition filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) or have an order for relief entered against it. The provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, shall be applicable to the ESIP Agreement;
- (b) File for reorganization, become insolvent or have a receiver or other officer having similar powers appointed to take control of its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or
- (c) Admit in writing its inability to pay its debts as such debts become due.

28. Equal Employment Opportunity Act

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq.; N.J.A.C. 17:27

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunity to minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

During the implementation of the ESIP, the successful Proposer shall comply with the Mandatory Equal Employment Opportunity Language attached hereto as **ATTACHMENT I**.

29. Buy American

Proposer agrees that in the performance of the work, only manufactured and farm products of the United States will be used in the work, wherever available, pursuant to N.J.S.A. 40A:11-18.

30. Governing Laws and Consent to Jurisdiction

The ESIP Agreement shall be governed by the laws of the State of New Jersey. The successful Proposer shall agree that any action or proceeding that arises in any manner out of performance of the RFP or ESIP Agreement, shall be litigated in the Superior Court of New Jersey, **Monmouth County**, State of New Jersey, and the Proposer shall consent and submit to the jurisdiction of the Superior Court.

31. American Recovery and Reinvestment Act Compliance

To the extent any portion of the ESIP Agreement is paid, in whole or in part, with funds made available pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Proposer, its employees, agents, representatives or subcontractors, shall agree to be bound by all terms and conditions required by the ARRA.

32. Duration of Contract

The duration of the ESIP Agreement will be for a term not to exceed fifteen (15) years for energy conservation equipment or twenty (20) years for a combined heat and power or cogeneration project. The 15 or 20 year terms, as appropriate, shall commence upon the completion of project construction unless otherwise provided herein. In the event the Municipality determines not to proceed with the ESIP portion of the services, the successful Proposer will be paid in accordance with the amounts as agreed by the Proposer and Municipality.

33. Labor and Prevailing Wages

The successful Proposer shall provide, at its expense, qualified, union or licensed labor in the applicable trades.

The successful Proposer shall be subject to the provisions of the New Jersey Prevailing Wage Act, N.J.S.A.34:11-25 et seq. "for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public", and includes any subcontractor or lower tier subcontractor unless they are registered with the Commissioner of Labor.

The successful Proposer and its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance if requested, and to permit on-site monitoring by the Municipality. The successful Proposer's signature on this proposal shall represent its guarantee that Proposer is not listed or on record in the Office of the Commissioner of the Department of Labor as having failed to pay prevailing wages in accordance with the provisions of the Prevailing Wage Act.

34. Permits and Licenses

The successful Proposer shall, at its own expense, be required to provide and maintain any and all permits and licenses as required by law.

35. Public Works Contractor Registration

The successful Proposer and all subcontractors shall hold valid Public Works Contractor Registrations pursuant to law at the time the Proposal is submitted or the subcontractors are retained.

FORM I

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
GENERAL INFORMATION: CONTRACTOR
BOROUGH OF MATAWAN
ENERGY SAVING IMPROVEMENT PROGRAM

1. Name of firm: _____

2. Address: _____

3. Contact person for this project (name & title): _____

4. Telephone number of contact person: _____

5. Email Address of contact person: _____

6. Lead personnel for this project (persons who will have supervisory or other responsibility for the work to be performed). Please list all personnel below:

Name

Title

FORM II

<p>ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP): ENERGY CONSERVATION MEASURES (ECMs) SUMMARY FORM BOROUGH OF MATAWAN ENERGY SAVING IMPROVEMENT PROGRAM</p>

ESCO Name: _____

Proposed Preliminary Energy Savings Plan: ECMs (Base Project)	Estimated Installed Hard Costs ⁽¹⁾ \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
<i>Add additional lines as needed*</i> Summary:	Project		

Optional ECMs <i>Considered, but not included with base project at this time</i>	Estimated Installed Hard Costs ¹ \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10. <i>Add additional lines as needed*</i>			

(1) The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, Mark-ups, Overhead, Profit, etc.

FORM III

<p>ESCO'S PRELIMINARY ENERGY SAVINGS PLAN PROJECTED ANNUAL ENERGY SAVINGS DATA FORM BOROUGH OF MATAWAN ENERGY SAVING IMPROVEMENT PROGRAM</p>

ESCO Name: _____

The projected annual savings for each fuel type **MUST** be completed using the following format. Data should be given in the form of fuel units that appear in the utility bills.

<i>Energy/Water</i>	ESCO Developed Baseline (Units) ⁽²⁾	ESCO Developed Baseline (Costs \$) ⁽²⁾	Proposed Annual Savings (Units) ⁽³⁾	Proposed Annual Savings (Costs \$) ⁽³⁾
Electric Demand KW				
Electric Energy KWH				
Natural Gas (ccf)				
Fuel Oil (Gallons)				
Steam (Lbs)				
Water (Gallons)				
Other (Specify) (Units)				
Other (Specify) (Units)				
AVOIDED EMISSIONS ⁽¹⁾	Provide in Pounds (Lbs)			
NOX	Lbs			
SO₂	Lbs			
CO₂	Lbs			

- (1) ESCOs are to use the rates provided as part of this RFP to calculate Avoided Emissions. Calculation for all project energy savings and greenhouse gas reductions will be conducted in accordance with adopted NJBPU protocols
- (2) "ESCOs Developed Baseline": Municipality's current annual usages and costs as determined by the proposing ESCO; based off Municipality's utility information as provided to proposing ESCO.
- (3) "Proposed Annual Savings": ESCOs proposed annual savings resulting from the Municipality's implementation of the proposed ESP, as based upon "ESCOs Developed Baseline".

FORM IV

<p>ESCO'S PRELIMINARY ENERGY SAVINGS PLAN (ESP) PROJECTED ANNUAL ENERGY SAVINGS DATA FORM IN MMBTU'S BOROUGH OF MATAWAN ENERGY SAVING IMPROVEMENT PROGRAM</p>
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ESCO Name: _____

The projected annual energy savings for each fuel type **MUST** be completed using the following format. Data should be given in equivalent MMBTUs.

ENERGY	ESCO Developed Baseline	ESCO Proposed Savings Annual	Comments
Electric Energy (MMBTUs)			
Natural Gas (MMBTUs)			
Fuel Oil (MMBTUs)			
Steam (MMBTUs)			
Other (Specify) (MMBTUs)			
Other (Specify) (MMBTUs)			

NOTE: MMBTU Defined: A standard unit of measurement used to denote both the amount of heat energy in fuels and the ability of appliances and air conditioning systems to produce heating or cooling.

FORM V

ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP): ESCOs PROPOSED FINAL PROJECT COST FORM FOR BASE CASE PROJECT BOROUGH OF MATAWAN ENERGY SAVING IMPROVEMENT PROGRAM

ESCO Name: _____

PROPOSED CONSTRUCTION FEES

Fee Category	Fees ⁽¹⁾ Dollar (\$) Value	Percentage of Hard Costs
Estimated Value of Hard Costs ⁽²⁾ :		
Project Service Fees		
Investment Grade Energy Audit		
Design Engineering Fees		
Construction Management & Project Administration		
System Commissioning		
Equipment Initial Training Fees		
ESCO Overhead		
ESCO Profit		
Project Service Fees Sub Total		
TOTAL FINANCED PROJECT COSTS:		

PROPOSED ANNUAL SERVICE FEES

First Year Annual Service Fees	Fees ⁽¹⁾ Dollar (\$) Value	Percentage of Hard Costs
SAVINGS GUARANTEE (OPTION)		
Measurement and Verification <i>(Associated w/ Savings Guarantee Option)</i>		
ENERGY STAR™ Services (optional)		
Post Construction Services <i>(If applicable)</i>		
Performance Monitoring		
On-going Training Services		
Verification Reports		
TOTAL FIRST YEAR ANNUAL SERVICES		

NOTES:

- (1) Fees should include all mark-ups, overhead, and profit. Figures stated as a range will NOT be accepted.
- (2) The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, Mark-ups, Overhead and Profit, etc.

ESCO's proposed interest rate at the time of submission: 5% TO BE USED BY ALL RESPONDING ESCOs FOR PROPOSAL PURPOSES

FORM VI

**ESCO's PRELIMINARY ENERGY SAVINGS PLAN (ESP):
ESCO's PRELIMINARY ANNUAL CASH FLOW ANALYSIS FORM
BOROUGH OF MATAWAN – ENERGY SAVING IMPROVEMENT PROGRAM**

ESCO Name: _____

Note: Respondents must use the following assumptions in all financial calculations:

(a) The cost of all types of energy should be assumed to inflate at **2.4% gas, 2.2% electric** per year; and

1. Term of Agreement: 15 years (____Months)
2. Construction Period ⁽²⁾ (months): _____
3. Cash Flow Analysis Format:

Project Cost ⁽⁴⁾: _____

Interest Rate to Be Used for Proposal Purposes **5.0%**

Year	Annual Energy Savings	Annual Operational Savings	Energy Rebates/Incentives	Total Annual Savings	Annual Project Costs	Municipality Costs	Annual Service Costs ⁽³⁾	Net Cash-Flow to Client	Cumulative Cash Flow
Installation									\$ -
1	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$	\$	\$
12	\$	\$	\$	\$	\$	\$	\$	\$	\$
13	\$	\$	\$	\$	\$	\$	\$	\$	\$
14	\$	\$	\$	\$	\$	\$	\$	\$	\$
15	\$	\$	\$	\$	\$	\$	\$	\$	\$
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

NOTES:

(1) Includes: Hard costs and project service fees defined in ESCO's PROPOSED "FORM V"

(2) No payments are made by Municipality during the construction period.

(3) This figure should equal the value indicated on the ESCO's PROPOSED "FORM V". DO NOT include in the Financed Project Cost

EXHIBIT A:

NON-COLLUSION AFFIDAVIT

TO: BOROUGH OF MATAWAN

DATE: _____

FROM: _____

TELEPHONE: _____

E-MAIL: _____

FACSIMILE: _____

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or otherwise colluded in any manner with any other person, or otherwise taken any action that would restrain or impede open and free competition and competitive bidding for this project; that no attempt has been made to induce any other person or firm to submit, or not to submit, a proposal; that this proposal has been independently arrived at without agreement or collusion with any other Proposer, competitor, potential competitor or other person; and that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer, competitor or person not affiliated with Proposer.

We further certify that no requirement or commitment, direct or indirect, was made to any person, or elected official and that no undisclosed benefit of any kind was promised to anyone connected with this project.

We further certify that no person or selling agent has been employed or retained to solicit or secure the contract that is the subject of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

We certify that the foregoing statements are true and accurate under penalty of perjury.

The undersigned, by submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the Municipality in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

SIGNATURE: _____

DATE: _____

TYPE OR PRINT NAME: _____

TITLE: _____

FEIN or TAX ID NUMBER: _____

ADDENDA ACKNOWLEDGED: _____

DATE: _____

EXHIBIT B:

OWNERSHIP DISCLOSURE CERTIFICATION TO BE SUBMITTED WITH PROPOSAL

In order to conform with N.J.S.A.52:25-24.2, all corporations or partnerships shall provide the following information:

1. Name of Firm: _____
2. Type of Business Organization (Check appropriate type)

Partnership ____ Corporation ____ Sole Proprietorship ____
Limited Partnership ____ Limited Liability Corporation ____ Limited Liability Partnership ____
Subchapter S Corporation _____

3. Name of State in which Incorporated: _____

The following individuals own ten percent (10%) or more of any class of stock in the corporation or are ten percent (10%) or more Partners in the Firm:

NAME	ADDRESS	TITLE	PERCENTAGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Or, I certify that no single stockholder or partner owns 10% or more of the issued and outstanding stock or interest in the business entity.

IF ANY OF THE AFOREMENTIONED STOCKHOLDERS IS A CORPORATION OR PARTNERSHIP THAT OWNS OR CONTROLS, DIRECTLY OR INDIRECTLY, 10% (TEN PERCENT) OR MORE OF ANY CLASS OF STOCK IN THE PROPOSER, EACH SUCH CORPORATE OR PARTNERSHIP STOCKHOLDER SHALL ALSO PROVIDE THE INFORMATION REQUESTED ABOVE.

The above information is true and correct to the best of my knowledge.

(Name)_____ (Signature)

(Title)_____

(Address)_____

Subscribed and sworn to before me
This _____ day of _____, 201_ _ .
(Seal) Notary Public of New Jersey/
Specify Other State
My commission Expires _____, 201_ _ .

EXHIBIT C:

CERTIFICATE OF EQUAL OPPORTUNITY

INSTRUCTIONS

This Certification is required pursuant to Executive Order 11246, Part II, 203(B), (30 C.F.R. 12319-25). Each Proposer is required to state in its Proposal whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable filing requirements.

PROPOSER'S CERTIFICATE

Proposer's Name: _____

Address:

1. Proposer has participated in a previous contract or subcontract subject to the equal opportunity clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
If Yes, state what reports were filed and with what agency.
3. Proposer has filed all compliance reports due under applicable instructions. Yes _____ No _____
3. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. I am aware that if any of the foregoing statements is willfully false, I am subject to punishment.. (17 U.S.Code, Section 1001.)

(Name and Title of Signer - Please Type)

Date:

(Signature)

EXHIBIT D:

AFFIRMATIVE ACTION QUESTIONNAIRE

The following question shall be answered by all Proposers.

Do you have a Federal Letter of Affirmative Action Plan Approval from the U.S.
Department of Labor's Office of Federal Contract Compliance Programs (OFCCP)?

YES _____ NO _____

If yes, please submit a true and complete copy of such approval. This letter cannot be more than one year old from the date of issuance.

If no, the Proposer may still submit a Proposal for the Project if the question is answered.

PROPOSER (Signature)

PROPOSER (Print Name)

EXHIBIT E:

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED CONTRACTORS

STATE OF NEW JERSEY

COUNTY OF _____

_____, of full age, being duly sworn according to law, on my oath, deposes and says:

I am _____ of the firm of _____, the Proposer submitting the Proposal for this Project. I affirm that I executed the said Proposal on behalf of Proposer with full authority to do so; that the Proposer is not at the time of the making of this bid included on any List of Debarred, Suspended or Disqualified Contractors, as maintained by the Treasurer of the State of New Jersey, or any other State or the Federal Government.

Name of Proposer

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me
this ____ day of _____, 201_ .
(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 201_ .

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

EXHIBIT F:

PROPOSER CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS

STATE OF NEW JERSEY

COUNTY OF _____

_____, of full age, being duly sworn according to law, on my oath, deposes and says:

I am _____ of the firm of _____, the Proposer submitting the Proposal for this Project, and have been duly authorized by Proposer to execute this Certification on Proposer's behalf. I hereby certify that the Proposer possesses the qualifications and credentials to fully and completely perform all proposed contractual obligations and commitments set forth in the within Request for Proposal.

Name of Proposer

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me
this ____ day of _____, 201 .
(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 201_ .

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

EXHIBIT G:

PROPOSER SIGNATURE FORM

The undersigned duly authorized representative of Proposer, having examined the documents that are a part of this Request for Proposal, and having full knowledge of the conditions in which the products and services described herein will be performed, hereby represents that Proposer will fulfill all obligations set forth herein in accordance with the stated terms, conditions, specifications and proposal criteria, and that Proposer will furnish all required products and services and payments in strict conformity with these documents for the stated process as payment in full.

ADDENDA FORM:

The undersigned hereby acknowledges receipt of the following applicable addenda:

1. LIST OF ADDENDA AND DATE WHEN RECEIVED BY PROPOSER
2. OTHER

SUBMITTING FIRM:

Company Name _____

Authorized Signature _____

Company Address _____

Printed Name _____

Title _____

Telephone _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that, a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction grade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - a. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work: of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division, if necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below,
 - b. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - c. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction total, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form A 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

PROPOSER'S CHECKLIST

THE ESCO WILL PROVIDE THE FOLLOWING CHECKLIST WHICH SHALL BE PROPERLY COMPLETED WITH THE PROPOSAL AND SUBMITTED TO THE MUNICIPALITY AS PART OF THE PROPOSAL.

	Initials
ATTENDED MANDATORY PRE-BID CONFERENCE	
CONDUCTED AT LEAST ONE SITE INSPECTION OF EACH RFP-SPECIFIED FACILITY	
REVIEWED ALL RFP DOCUMENTS, LAWS, REGULATIONS AND POLICIES THAT COULD AFFECT COST, PROGRESS, AND/OR PERFORMANCE	
FULLY COMPLETED EACH PROPOSAL SECTION AND ADHERED TO THE PROPOSAL FORMAT PROVIDED WITHIN THIS RFP	
FULLY COMPLETED ALL PROPOSAL FORMS (I, II, III, IV, V, & VI)	
FULLY COMPLETED ALL "PROJECT QUALIFICATION CRITERIA" REQUIRED TO RESPOND TO THIS RFP (LISTED BELOW):	
• <i>Security Bond</i>	
• <i>Certificate of Insurance</i>	
• <i>State of New Jersey Public Works Registration</i>	
• <i>State of New Jersey Business Registration Certificate</i>	
• <i>State of New Jersey Department of Treasury Notice of Classifications</i>	
• <i>Non-Collusion Affidavit (EXHIBIT A)</i>	
• <i>Ownership Disclosure Certification (EXHIBIT B)</i>	
• <i>Certificate of Equal Opportunity (EXHIBIT C)</i>	
• <i>Affirmative Action Questionnaire (EXHIBIT D)</i>	
• <i>Proof of New Jersey Division of Property Management and Construction Contractor Classification as C036 Energy Services Company</i>	
• <i>Affidavit Regarding List of Debarred, Suspended, or Disqualified Contractors (EXHIBIT E)</i>	
• <i>Proposer Certification of Qualification and Credentials (EXHIBIT F)</i>	
• <i>Proposer Signature Form (EXHIBIT G)</i>	
ACKNOWLEDGED ALL ADDENDA ON PROPOSER'S SIGNATURE FORM (EXHIBIT G)	

NOTE: FAILURE TO COMPLY WITH THE PRESCRIBED RFP PROCEDURES, INCLUDING COMPLETION AND SUBMITTAL OF ALL THE ABOVE DOCUMENTS IN THE FORM PROVIDED, WILL RESULT IN A REJECTION OF YOUR BID.

By placing my initials in the boxes provided above, I acknowledge that I have read, fully understand and fulfilled all of the requirements and obligations set forth in each of the referenced documents.

PROPOSER (SIGNATURE): _____

DATED: _____

PROPOSER (PRINT NAME): _____