

REQUEST FOR PROPOSALS

FOR

**ADMINISTRATION OF ELECTRIC AND GAS AGGREGATION
COOPERATIVE PRICING SYSTEM**

FOR THE

ALLIANCE for COMPETITIVE ENERGY SERVICES (ACES)

Attention: CYNTHIA J. JAHN, ESQ.

Proposals Due: MARCH 10, 2017



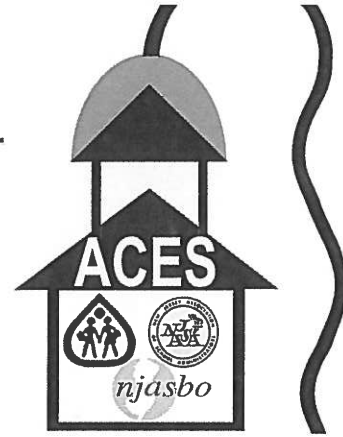
New Jersey Association of School Administrators
Ensuring Effective Education Throughout New Jersey



New Jersey School Boards Association
Serving Local School Boards of Education Since 1914



The Alliance for Competitive Energy Services



Request for Proposals for ACES Electric and Gas Aggregation Cooperative Pricing System Introduction Letter

Cynthia J. Jahn, Esq.
General Counsel, NJSBA

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February 17, 2017

To: Interested Consultant/Administrator:

The Alliance for Competitive Energy Services, hereinafter (ACES) (composed of the New Jersey School Boards Association, hereinafter (NJSBA), New Jersey Association of School Administrators, hereinafter (NJASA) and New Jersey Association of School Business Officials, hereinafter (NJASBO) is requesting proposals from interested Consultants/Administrators to administer ACES's electric and gas aggregation cooperative pricing system, offered to members of the New Jersey School Boards Association, *N.J.S.A. 48:3-91(h)*.

The Consultant/Administrator shall provide the following services:

A. Administration of the "ACES Cooperative Pricing System":

- i. Administer the existing cooperative pricing system, which shall include the preparation and dissemination of resolutions and agreements that will allow local boards to enroll in the System, help enroll local boards in the System; and maintain the System in good standing with the Department of Community Affairs, Division of Local Government Services;**
- ii. Administer the procurement process(es) for Aggregation Services; prepare procurement documents, requests for bids or proposals, pursuant to the "Public School Contracts Law," *N.J.S.A. 18A:18A-1 et seq.* and other applicable laws, recommend an award to the lowest most responsible bidder; provide analysis to the NJSBA, NJASA and NJASBO and local boards as needed to support the award including benefits analysis and market evaluations; and prepare contract documents consistent with all federal and state laws for signature by the successful vendor and local board, and;**

- iii. Develop and present for approval to the NJSBA, NJASA, NJASBO and to individual local boards the terms and conditions of a contract for one or more Aggregation Services to be executed between the successful vendor(s) and the individual school boards;
 - iv. Communicate with prospective vendors; and,
 - v. Monitor the performance of the contracts, and provide liaison services on an as-needed basis for ACES, the NJSBA, NJASA and NJASBO and the local boards with the vendor(s).
- B. Attendance at meetings:** The Consultant/Administrator shall be required to attend meetings, as requested by the Executive Directors of the NJSBA, NJASA, and NJASBO, upon reasonable notice to the Consultant/Administrator.
- C. Assistance on ACES-related Technical and Regulatory Matters:** The Consultant/Administrator will make presentations on an as-needed basis to appropriate staff and district members in an effort to ensure that the staff and district members are current on issues associated with energy deregulation, wholesale and retail energy markets, energy aggregation, utility rates and tariffs and the impact of these issues upon ACES and local district boards of education.
- D. Marketing Assistance:** The Consultant/Administrator shall assist the NJSBA, NJASA and NJASBO and their staff members in marketing of the Aggregation Services offered by ACES including preparation of appropriate documents, emails and other marketing devices; and attendance and presentations at local, regional and state-wide outreach meetings of the NJSBA, NJASA and NJASBO, as needed.
- E. Customer Service:** Consultant/Administrator shall provide ongoing and timely Customer Service to each member district including answering general questions, facilitating sign-up into ACES, reviewing bills, addressing disputes with suppliers, helping districts prepare and finalize resolutions, data release forms and electricity and natural gas contracts, explaining benefits, market and contract issues and addressing related issues raised by member districts.
- F. Timing and Term Recommendations:** Based on evaluation of marketplace issues and fundamentals, Consultant/Administrator shall track markets and make recommendations as to the timing of bids, the terms of energy supply contracts and the determination of when to "lock" into fixed energy prices.

ACES will select a Consultant/Administrator through the competitive contracting process. Your proposal to administer ACES electric and gas aggregation pricing system shall be in accordance with the attached Request for Proposals and fully comply with:

- Public School Contracts Law *N.J.S.A. 18A:18A-1 et seq., N.J.A.C. 5:34-4*
- Board of Public Utilities Directives and Regulations
- Demonstrate Electronic Data Interchange (EDI) capability to process large volumes of electric and natural gas account usage data

Attention is called to A-4 of the RFP governing Requests for Information, Clarifications and Submission of Sample agreements for consideration.

The deadline for proposals is 2:00 p.m. on March 10, 2017. Thank you for your interest.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Jahn', with a long horizontal flourish extending to the right.

**Cynthia J. Jahn, Esq.
General Counsel**

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PART A. INSTRUCTIONS TO PROPOSERS

A-1. INTENT

The intent of this Request for Proposals (RFP) is to solicit proposals to obtain the comprehensive services of a Consultant/Administrator to administer ACES's electric and gas aggregation cooperative pricing system, offered to members of the New Jersey School Boards Association, *N.J.S.A.* 48:3-91(h), by assisting ACES in the administration of the ACES Cooperative Pricing System.

The Consultant/Administrator shall provide the following services:

A. Administration of the "ACES Cooperative Pricing System":

- i. Administer the existing cooperative pricing system, which includes the preparation and dissemination of resolutions and agreements that will allow local boards to enroll in the System, help enroll local boards in the System; and maintain the System in good standing with the Department of Community Affairs, Division of Local Government Services;**
 - ii. Administer the procurement process(es) for Aggregation Services; prepare procurement documents, requests for bids or proposals, pursuant to the "Public School Contracts Law," *N.J.S.A.* 18A:18A-1 *et seq.* and other applicable laws, recommend an award to the lowest most responsible bidder; provide analysis to the NJSBA, NJASA and NJASBO and local boards as needed to support the award including benefits analysis and market evaluations; and prepare contract documents consistent with all federal and state laws for signature by the successful vendor and local board;**
 - iii. Develop and present for approval to the NJSBA, NJASA and NJASBO and to individual local boards the terms and conditions of a contract for one or more Aggregation Services to be executed between the successful vendor(s) and the individual school boards;**
 - iv. Communicate with prospective vendors; and,**
 - v. Monitor the performance of the contracts, and provide liaison services on an as-needed basis for ACES, the NJSBA, NJASA and NJASBO and the local boards with the vendor(s).**
- B. Attendance at meetings: The Consultant/Administrator shall be required to attend meetings, as requested by the Executive Directors of the NJSBA, NJASA, and NJASBO, upon reasonable notice to the Consultant/Administrator.**
- C. Assistance on ACES-related technical and regulatory matters: The Consultant/Administrator will make presentations on an as-needed basis to appropriate staff and district members in an effort to ensure that the staff and district members are current on issues associated with energy deregulation, wholesale and retail energy markets, energy**

aggregation, utility rates and tariffs and the impact of these issues upon ACES and local district boards of education.

- D. **Marketing Assistance:** The Consultant/Administrator shall assist the NJSBA, NJASA and NJASBO and their staff members in marketing of the Aggregation Services offered by ACES including preparation of appropriate documents, emails and other marketing devices; and attendance and presentations at local, regional and state-wide outreach meetings of the NJSBA, NJASA and NJASBO, as needed.
- E. **Customer Service:** Consultant/Administrator shall provide ongoing and timely Customer Service to each member district including answering general questions, facilitating sign-up into ACES, reviewing bills, addressing disputes with suppliers, helping districts prepare and finalize resolutions, data release forms and electricity and natural gas contracts, explaining benefits, market and contract issues and addressing related issues raised by member districts.
- F. **Timing and Term Recommendations:** Based on evaluation of marketplace issues and fundamentals, Consultant/Administrator shall track markets and make recommendations as to the timing of bids, the terms of energy supply contracts and the determination of when to "lock" into fixed energy prices.

This RFP is being issued as a "Competitive Contract" pursuant to *N.J.S.A. 18A:18A-4.6(b)(1)*, and is conducted pursuant to *N.J.S.A. 18A:18A-4.1 et seq.* and *N.J.A.C. 5:34-4*. In this context the terms RFP or "bid" are used interchangeably with reference to submissions and documentation.

The Proposal must be in compliance with the terms and conditions of this RFP and specifically comply with:

- The Public School Contracts Law, *N.J.S.A. 18A:18A-1 et seq.* and *N.J.A.C. 5:34-4 et seq.*
- Division of Local Government Services in the New Jersey Department of Community Affairs http://www.state.nj.us/dca/divisions/dlgs/resources/lfns_2009.html and http://www.state.nj.us/dca/divisions/dlgs/resources/lfns_2011.html
- Board of Public Utilities Directives and Regulations
- Demonstrate Electronic Data Interchange (EDI) capability to process large volumes of electric and natural gas account usage data

A-2. RESPONSE TO REQUEST FOR PROPOSALS (RFP)

Consultant/Administrator must meet or exceed the professional, administrative and financial qualifications and requirements set forth in the RFP and shall provide all of the information requested herein. Proposers may submit supplemental information that it deems would be useful for ACES in evaluating its proposal. Proposers are encouraged to be clear, factual, and concise in presentation of information.

Proposers are cautioned, however, that the response must meet the minimum RFP requirements. Failure to comply with the requirements of this RFP may disqualify the Proposer's response from consideration.

A-3. DEADLINE FOR RESPONSES/ACES'S REPRESENTATIVE

Responses to the RFP must be submitted to ACES's Representative no later than 2:00 p.m. on March 10, 2017. Proposals must be in a sealed opaque envelope and clearly marked "Consultants/Administrators response to administer ACES's electric and gas aggregation cooperative pricing system. # ACES 12-6-2011." Proposals should identify a contact person, and the name and office of the person who prepared the proposal and must be signed by a person authorized to bind the entity submitting the proposal.

Submit three (3) original and three (3) copies and one (1) electronic copy of the proposal on a compact disc (CD). Responses may be hand-delivered or sent by mail to ACES's Representative.

ACES's Representative: ACES's Representative is Cynthia J. Jahn, Esq., General Counsel, New Jersey School Boards Association. Submit information to:

New Jersey School Boards Association
c/o Cynthia J. Jahn, Esq.
ACES
413 West State Street
Trenton, New Jersey 08618
Office # 609 278 5250
Fax # 609 394 0753
cjahn@njsba.org

ACES shall not be responsible for submissions misdirected. Responses received by ACES after the date and time specified above will not be considered and rejected upon receipt.

A-4. QUESTIONS OR REQUESTS FOR CLARIFICATION (See Appendix A)

Proposers shall direct all questions or requests for information in writing using the form included as Appendix A, by certified mail, facsimile, or e-mail to ACES's *Representative*. All questions and/or requests for information must contain an address where responses can be directed.

All proposers should note that under the Competitive Contracting provisions of the Public School Contracts Law, ACES may not negotiate the terms of a proposal. See *N.J.S.A. 18A:18A-4.5(b)*. Accordingly, any issues that a proposer may have with regard to the legal or technical terms of the request for proposals or any anticipated exceptions, including any indemnification or other terms of contract thereto must be raised in the question period and resolved before the submission of a proposal. Accepted proposals will be subject to the terms contained herein.

All questions and/or requests for information should reference the section or addendum of the RFP and page number to which they pertain and 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 February 23, 2017. Potential proposers are urged to submit questions pertaining to core Terms of Agreement as soon as possible, but no later than the date provided, above, so available time is maximized to resolve those questions before the proposal is due. All questions must be submitted on Appendix A.

The final form of the Agreement will be subject to all public contracting statutes, rules and

regulations applicable. Any provision of any submitted Proposal that is in conflict with the foregoing shall be null and void, *ab initio*, unless otherwise approved pursuant to the requirements for exceptions, below.

A-5. ANTICIPATED SCHEDULE OF EVENTS

Step #	Item	Date
1.	Request for Proposal Published	Feb. 17, 2017
2.	Cut off for Questions and Clarifications	Feb. 23, 2017
3.	Bids Due	March 10, 2017
4.	Award Contract	March 14, 2017

A-6. 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 ACES's Representative of such error in writing which can be delivered by hand, mail, overnight carrier, or email addressed as described in Section 3 of this Part.

A-7. REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by ACES by written addendum to the RFP.

Any RFP addendum shall be delivered by hand, certified mail, facsimile, or delivery by courier service that certifies delivery. Only those proposers who have already received the proposal documentation directly from ACES will be provided the addendum unless the person notifies ACES's Representative that it seeks to be included on the distribution list for any addenda.

Any addendum, clarification and/or revision to this RFP shall become part of this RFP and part of the contract arising from the RFP. Proposers shall include a listing of received RFP Addendums as part of the Proposal on Proposal Form #1.

A-8. PROPOSAL FORM

Each proposer must submit three (3) original; three (3) additional copies and one (1) electronic copy of the proposal on a compact disc (CD). Proposers must also submit 1 copy of the proposal on compact disc (CD) as provided in paragraph 3, above. Each proposal shall be duly executed. All corrections, white-outs, erasures or other forms of alteration to prices must be initialed in ink and dated by the proposer.

A-9. PROPOSER REPRESENTATION

Proposal must be signed by a duly authorized signatory and shall provide the full business address on the signature form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations or other business entities shall be signed with the name of the corporation or other business entity followed by the signature and title designation of an individual authorized to bind the corporation or business entity in the matter.

A-10. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes to proposal documents shall be through written addendum, clearly marked and furnished to ACES at the aforementioned address only prior to the opening date of the proposals.

Verbal information obtained otherwise will not be considered in awarding of proposals. Proposers shall not be permitted to alter the terms of their proposal after the time and date of the submission thereof; however, the Proposer may request that the proposal be returned prior to the closing date of the RFP, in which case the Proposer may submit a new RFP prior to the closing date.

A-11. ELECTRONIC PROPOSAL SUBMITTAL PROHIBITED

Proposals sent by electronic, telephonic or facsimile devices (including email) are NOT acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposal either by express courier or personal service. ACES shall not be responsible for premature opening or late delivery of Proposals not properly marked or addressed, or for late delivery.

A-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 and will be rejected upon receipt.

A-13. COSTS

ACES assumes no responsibility and bears no liability for costs incurred by proposers in the preparation and submittal of responses to this RFP.

A-14. PROPOSAL OPENING

Examination of the proposals will commence after opening at 2:00 p.m. March 10, 2017 and an evaluation process will be initiated. At the opening of the proposals, the name of the vendor and terms of the proposal will be announced. No proposal information or results will be given over the telephone. No proposal may be withdrawn for a period of 60 calendar days of the proposal opening date. Proposals, amendments thereto or withdrawal requests received after the time advertised for proposal opening will be rejected.

A-15. REJECTION OF RESPONSES

ACES reserves the right to accept or reject in part or in whole any or all responses to this RFP submitted, as provided in *N.J.S.A. 18A:18A-22*. ACES shall reject the response of any proposer who is determined not to be responsible or whose response is deemed to be non-responsive.

ACES reserves the right to waive minor variances in responses to this RFP. Any such waiver shall not modify any remaining RFP requirements nor excuse any proposer from full compliance with the RFP specifications and other 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.

A-16. BASIS OF PROPOSAL AWARD

Award of proposal shall be made to the proposer determined to be the most responsible, price and other factors considered, as determined by ACES, in its sole discretion. Proposal evaluation criteria are stated in Section D of this RFP.

A-17. DISCLAIMERS

ACES 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 ACES of a response to this RFP confers no rights upon the proposer, nor obligations upon ACES in any manner.

A-18. GENERAL INSTRUCTIONS

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 contain sections in the same order as provided in the section entitled "Proposal Content." 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.

A-19. COMPETITIVENESS AND INTEGRITY

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Proposers are to direct all communications regarding this proposal to ACES's Representative and are not to contact other ACES officials or employees directly unless specifically directed by ACES's Representative. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in noncompliance.

PART B. TERMS AND CONDITIONS

B-1. LAWS AND REGULATIONS

All applicable federal, state, and local laws and regulations, as well as policies of ACES shall apply to the proposal process and any resulting contract, and are incorporated here by reference.

B-2. SUBCONTRACTING/ASSIGNMENT

No portion of this proposal may be subcontracted or assigned without the prior written approval by ACES.

B-3. MODIFICATIONS OF AGREEMENT

No modification of the scope of the award or the resulting contract shall be binding upon ACES unless duly approved and made in writing and signed by ACES's Representative.

B-4. QUALIFICATIONS OF PROPOSERS (Proposal Requirement #5)

All proposers must demonstrate that:

- **Registered Energy Agent:** Preferred but not required that Proposer hold a BPU-issued Energy Agent registration in good standing.
- **EDI capability:** Demonstrated technological and staff capability and experience to process large volumes of electric and natural gas account usage data through Electronic Data Interchange (EDI). Demonstrated experience of conducting EDI transactions with New Jersey electric and natural gas utilities.
- **Large Volume Aggregation Logistical Experience:** Demonstrated experience in successfully administering government unit energy aggregation programs in New Jersey.
- **Procurement:** Demonstrated experience in retail electric supply and natural gas supply procurement in the New Jersey market.
- **Marketing Experience:** Demonstrated experience in marketing to local government entities including local school districts in New Jersey to encourage participation in an energy community aggregation program.
- **Governmental Procurement Expertise:** Demonstrated extensive experience in procurement and contracting for electricity and natural gas pursuant to the New Jersey Public School Contract Law.
- **Regulatory Tariff Expertise:** Demonstrated expertise and experience in New Jersey electric and gas public utility tariffs, ratemaking and tariff design and involvement in related regulatory and energy policy matters in New Jersey.
- **Energy Aggregation for Government Entities:** Applicant must demonstrate experience in Administration and Customer Service including all logistical steps involved with implementing an energy aggregation under the applicable New Jersey statutes and regulations.

- **Customer Service:** Demonstrated firm experience and sufficient resources and dedicated staffing experienced in providing customer service during the duration of a supply contract to an aggregation group consisting of New Jersey public entities.
- **Energy market expertise:** Proposer must demonstrate expertise and experience in energy supply markets in New Jersey including thorough understanding of, and participation in PJM, the administrator of the wholesale energy and capacity markets and of transmission supply and planning.

ACES may make such investigation as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish any information and data for this purpose as ACES may request.

All Proposers are required to submit a sworn statement (Proposal Requirement #3) indicating whether the Proposer is, at the time of the proposal opening, included on the New Jersey State Treasurer's list of debarred, suspended or disqualified contractors as a result of action taken by any State or Federal Owner; <http://www.state.nj.us/treasury/revenue/debarment/index.shtml>

B-5. OWNERSHIP DISCLOSURE REQUIRED (Proposal Requirement #2) AS APPLICABLE
N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, sole proprietorships, limited partnerships, limited liability corporations, limited liability partnerships, joint ventures and Subchapter S corporations. Failure to submit the Ownership Disclosure document shall result in rejection of the bid. The reference herein to "bid" or "bidders" applies to this RFP as the RFP and proposers.

B-6. NON-COLLUSION AFFIDAVIT (Proposal Requirement #4)

The Proposer shall submit with its bid, a statement of non-collusion as per the attached affidavit.

B-7. Political Contributions Disclosure – Requirements

Pursuant to *N.J.A.C. 6A:23A-6.3 (a1-4)* please note the following:

Award of Contract – Reportable Contributions – *N.J.A.C. 6A:23A-6.3 (a2)*

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under *P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.)* to a member of the board of education during the preceding one year period.”

Contributions During Term of Contract – Prohibited – *N.J.A.C. 6A:23A-6.3 (a2, 3)*

“Contributions reportable by the recipient under *P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.)* to any member of the school board from any business entity doing business with the school district is prohibited during the term of the contract.”

Chapter 271 Political Contribution Disclosure Form – Required - *N.J.A.C. 6A:23A-6.3 (a4)*

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondents' disclosure shall indicate any and all reportable contributions made to any State, county or local political entity of the State regardless as to which county said entity is located.

Political Contribution Disclosure Statement – Pay to Play

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3)* if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at <http://www.elec.state.nj.us/>

B-8. FORM OF CONTRACT

The resulting Contract ("Contract" or "Agreement") shall meet the minimum requirements established in this RFP and shall include the requirements thereof unless specifically stated to the contrary in the RFP. The Contract will be subject to all statutes, rules and regulations applicable to public contracts under the laws of New Jersey as well as the requirements applicable to the design, implementation, financing, commissioning, maintenance and training for energy savings programs by public agencies. Proposers are strongly encouraged to submit proposed form of agreement (project development agreement) meeting the minimum requirements of this RFP as provided herein.

**B-9. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS AS APPLICABLE
(Certificate and Sales and Use Tax Requirements, *N.J.S.A. 52:32-44 et seq.*)**

The contractor shall provide to the contracting agency its proof of business registration with a public bid or request for proposals no later than award of the contract, purchase order or other contracting document that evidences the agreement.

The contractor shall also maintain and submit to the contracting agency a list of subcontractors that knowingly provide goods or services to ACES or the contractor in fulfillment of the contract with ACES, and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment and the contractor shall attest to same before final payment is made.

At the sole option of ACES, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor through a computerized system maintained by the State.

No contract with a subcontractor that knowingly provides goods or services to ACES or the contractor in fulfillment of the contract with ACES, shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

For the term of the contract and thereafter, the contractor and each of its affiliates and a subcontractor and each of its affiliates (*N.J.S.A. 52:32-44(g)(3)*) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to *N.J.S.A. 52:32-44 et al.* or subsection e. or f. *N.J.S.A. 5:12-92*, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

B-10. AMERICANS WITH DISABILITIES ACT

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. The compliance requirement is included as Appendix D.

B-11. DISCLOSURE OR INVESTMENT IN IRAN (Proposal Requirement # 7)

It shall be a condition that any company, firm or corporation supplying goods or services must be in compliance with *N.J.S.A. 18A:18A-49.4 (P.L. 2012 c. 25)* and must provide a duly executed certification in compliance with *N.J.S.A. 52:32-55 et seq.*

B-12. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

B-13. PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. ACES shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the proposal will not be considered proprietary, even if such information is clearly marked as such: prices of proposal, non-financial information concerning compliance with specifications, guarantees and warranties. In addition, ACES cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law and ACES shall not be liable for any information released in good faith compliance with the Open Public Records Act.

B-14. USE OF AGENCY'S NAME

Except as otherwise provided in this RFP, the successful proposer shall not use ACES's name in advertising unless the request is received in writing and approved in writing by ACES. Any license to utilize ACES's name will be contingent upon mutual agreement on the amount of compensation to be provided to ACES for such use.

B-15. PAYMENTS

Payments will be made by ACES in accordance with the terms and conditions of the resulting contract. Proposer shall set forth fee and explain the fee structure and how ACES is to make payment to Proposer over the term of the contract.

B-16. INDEMNIFICATION

The Consultant/Administrator will indemnify, defend and hold harmless NJSBA, NJASA or NJASBO (ACES), and their respective principals, directors, officers, members, employees and agents from and against any and all claims of school districts, vendors and/or suppliers for any damages, losses and expenses on account of such third party claims (including attorney's fees) which may arise as a result of the Consultant/Administrator's errors or omissions and/or relating to the Consultant/Administrator's professional malpractice and professional duties hereunder; except that the Consultant/Administrator shall not be liable to the extent that any liability, losses, claims, damages shall have resulted from the willful misconduct, gross negligence or ordinary negligence of NJSBA, NJASA or NJASBO (ACES) or any other co-sponsoring organization, all of which shall remain the responsibility of NJSBA, NJASA or NJASBO (ACES) or other co-sponsoring organization. The Consultant/Administrator reserves the right to assume the defense of any claim, suit or proceeding for which indemnification is sought upon consultation with NJSBA, NJASA or NJASBO (ACES) or other co-sponsoring organization. Except for the foregoing provisions of this paragraph, in no event shall the Consultant/Administrator or any of its principals, directors, officers, employees or agents, be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever arising out of or in connection with this Agreement or any breach thereof. Nothing in this section shall be construed or interpreted to confer joint and several liability on NJSBA, NJASA or NJASBO (ACES) and the other co-sponsoring organizations to the Consultant/Administrator under this Agreement.

B-17. INSURANCE

The Consultant/Administrator shall provide proof to NJSBA, NJASA or NJASBO (ACES) that it carries Professional Liability coverage in the amount of \$1,000,000 per claim and in the aggregate, protecting itself against loss by reason of liability imposed upon the Consultant/Administrator by law or assumed under this Agreement.

B-18. WARRANTIES

The proposer shall warrant that the proposal is true, accurate and complete. The proposer shall provide such other warranties as are required or recommended.

B-19. TERMINATION OF CONTRACT

For the term of the Agreement, to the extent consistent with *N.J.S.A.18A:18A-4.6*, ACES may terminate the contract 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 thirty (30) days to cure the breach. If the breach is not cured during such period, ACES may then terminate the contract.

Without prejudice to any other right or remedy available to ACES at law or in equity of any event described below, this Agreement may be terminated by ACES if the successful proposer, or any parent company of the proposer, shall:

- (a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case 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). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;

(b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair 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.

B-20. EMPLOYMENT PRACTICES

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.* as found in Appendix D.

B-21. GOVERNING LAWS AND DISPUTE RESOLUTION

This contract is to be governed by the laws of the State of New Jersey. Proposer agrees that any action or proceeding in any way, manner or respect arising out of the RFP or Contract, or arising from any dispute or controversy arising in connection with or related to the RFP or Contract, shall be litigated only in the courts having status within Mercer County, State of New Jersey, and the Proposer consents and submits to the jurisdiction of Superior Court in Mercer County, New Jersey.

If a dispute arises between ACES and any entity or individual as to which ACES is bound to the arbitration of such disputes, then the Proposer agrees that the Proposer can be joined as a party to such a mediation, binding arbitration or non-binding arbitration with respect to disputes that may arise. Any and all disputes which exist only between ACES and the Proposer, or among ACES, the Proposer and others as to which ACES is not bound to the mediation, binding arbitration or non-binding arbitration of disputes, shall be subject to the provisions of this Section.

Dispute resolution practices shall not apply to disputes concerning the proposal solicitation or award process or to the formation of contents or subcontractors to be entered into pursuant to the Public School Contracts Law.

B-22. ASSIGNMENT OF CONTRACT

Proposer may not assign, reassign, or sublet the contract award at any time during the life of the contract unless otherwise permitted by the RFP or required by law.

B-23. PERIOD OF CONTRACT

The term of the Agreement will be for the term of five years, *N.J.S.A. 18A:18A-4.2*. Contract to commence on June 1, 2017.

B-24. LICENSES

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

B-25. ADDITIONAL INFORMATION OR ORAL PRESENTATIONS

Subsequent to the receipt of Proposals, ACES's Representative may require the submission of additional information before the award of a contract, at no charge to ACES, in order to ascertain whether or not the services will be suitable to meet the needs as set forth in the RFP. In addition, ACES, in its sole discretion, may request one or more Proposers to provide oral presentations to assist in the evaluation of the proposals.

B-26. SUMMARY OF APPENDIX DOCUMENTS

The following documents are referenced in this Request for Proposals and should be reviewed and used as appropriate by the Proposer. They are found after Section E of this document.

- **Appendix A: Questions or Requests for Clarifications Form**
- **Appendix B: Energy Aggregation Programs Administered Form**
- **Appendix C: Americans with Disabilities Act contract language**
- **Appendix D: Equal Employment Opportunity Contract Language**
- **Appendix E: Disclosure of Investment Activities in Iran**

PART C. SCOPE OF WORK

C-1. INTRODUCTION AND BACKGROUND

Plan:

The Alliance for Competitive Energy Services (ACES) is requesting proposals from interested Consultants/Administrators to administer ACES's electric and gas aggregation cooperative pricing system, offered to members of the New Jersey School Boards Association, *N.J.S.A. 48:3-91(h)*.

C-2. QUALIFICATION REQUIREMENTS

- **Registered Energy Agent:** Preferred but not required that Proposer hold a BPU-issued Energy Agent registration in good standing.
- **EDI capability:** Demonstrated technological and staff capability and experience to process large volumes of electric and natural gas account usage data through Electronic Data Interchange (EDI). Demonstrated experience of conducting EDI transactions with New Jersey electric and natural gas utilities.
- **Large Volume Aggregation Logistical Experience:** Demonstrated experience in successfully administering government unit energy aggregation programs in New Jersey.
- **Procurement:** Demonstrated experience in retail electric supply and natural gas supply procurement in the New Jersey market.
- **Marketing Experience:** Demonstrated experience in marketing to local government entities including local school districts in New Jersey to encourage participation in an energy community aggregation program.
- **Governmental procurement Expertise:** Demonstrated extensive experience in procurement and contracting for electricity and natural gas pursuant to the New Jersey Public School Contract Law.
- **Regulatory Tariff Expertise:** Demonstrated expertise and experience in New Jersey electric and gas public utility tariffs, ratemaking and tariff design and involvement in related regulatory and energy policy matters in New Jersey.
- **Energy Aggregation for Government Entities:** Demonstrated experience in Administration and Customer Service including all logistical steps involved with implementing an energy aggregation under the applicable New Jersey statutes and regulations.
- **Customer Service:** Demonstrated firm experience and sufficient resources and dedicated staffing experienced in providing customer service during the duration of a supply contract to an aggregation group consisting of New Jersey public entities.

- **Energy market expertise:** Proposer must demonstrate expertise and experience in energy supply markets in New Jersey including thorough understanding of, and participation in PJM, the administrator of the wholesale energy and capacity markets and of transmission supply and planning.

C-3. FEE PROPOSAL (Proposal Form 2)

Explain fee structure and how ACES will pay Proposer over the term of the contract.

C-4. DRAFT AGREEMENT (Proposal Form 3)

Proposer shall submit a draft agreement (contract) that sets forth the terms and conditions of all elements necessary for administration of ACES energy aggregation program. Agreements with language contradictory to the RFP must be submitted during the question and answer period.

PART D. PROPOSAL EVALUATION

D-1. PROPOSAL EVALUATION

Proposal evaluation will be performed by ACES. The award of the contract shall be made to the responsible Proposer whose responsive proposal is determined to be the most advantageous to ACES, price and other factors considered, taking into consideration the proposal criteria set forth below. Proposers may be contacted for clarification regarding their proposals. Documented poor performance of proposers on previous contracts with ACES will be considered during evaluation and may be sufficient cause not to award.

D-2. EVALUATION CRITERIA

All proposals will be reviewed by ACES. Only those proposals found by ACES to be fully responsive to the submission requirements will be evaluated pursuant to these criteria.

ACES may conduct interviews with finalists to clarify information provided in the proposals. Any presentation shall address only those matters pertaining to the proposer's submission, pursuant to *N.J.A.C. 5:34-4.3*. ACES will make a final selection of proposers to interview based upon such factors as deemed to be in ACES's best interests, in ACES's sole and absolute discretion.

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate responses to this RFP.

Company Overview and Qualifications

Preference will be given to proposers demonstrating strong capabilities, experience and proven track record and reputation in undertakings similar to those described in this RFP including:

- a record of industry experience in developing energy savings plans, and managing the installation of energy conservation measures in public facilities,
- reliable contract compliance and timely performance of services, and
- availability and quality of personnel and other resources including documentation of experience of proposed staff in performing similar work:
 - a. Ability to Implement Program
 - b. Fee Proposal
 - c. Technical expertise
 - d. Management of program

Specific Evaluation Criteria

The following evaluation criteria and weighting shall be used to formally evaluate all proposals and to subsequently determine a final contract award.

- a. Industry Experience (40%) – Does the vendor document a history of extensive experience in developing and managing energy procurement programs in the state of New Jersey; in particular with aggregating energy needs for a significant number of public entities and managing all related aspects of energy

procurement and the day to day compliance with respect to the performance of service providers?

- b. Personnel (20%) – Does the vendor document the availability and quality of personnel with the experience and knowledge to successfully manage a gas and electric procurement program for a significant number of public entities as described in the RFP?**
- c. Knowledge of Energy Markets – 20% Does the vendor clearly understand energy markets and demonstrate professional experiences that support this understanding? Does the vendor demonstrate a clear understanding of the scope of work and related objectives? Does the vendor document the technical skills necessary to implement the objectives of this RFP?**
- d. Fees - 20% - Each vendor must explain the annual fees to be charged for all services necessary to implement in a timely fashion all aspects of this proposal.**

PART E. FORM OF PROPOSAL

Proposal must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. ACES reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

The first page that should appear is the Proposal Cover Form. This shall include the name and address of the company along with the name, address, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal. Thereafter, the Proposal should contain the following numbered sections:

E-1. EXECUTIVE SUMMARY

The executive summary should be no more than two pages and be suitable for those audiences who do not require the entire proposal. The Executive Summary should briefly describe the proposer's understanding and experience in the administration of ACES's electric and gas aggregation cooperative pricing system, offered to members of the New Jersey School Boards Association, *N.J.S.A. 48:3-91(h)*.

E-2. RESPONSE TO TECHNICAL SPECIFICATIONS

This Section of the proposal should contain the proposer's response to all of the Technical Specifications in Section C of this Request for Proposal followed by such additional information as the Proposer believes would be helpful to ACES in evaluating proposer's ability to both administer ACES energy aggregation program.

Response should address all elements of experience in: EDI capability; large volume of logistical aggregation; procurement of retail electrical and gas supply; government procurement expertise; regulatory tariff expertise.

E-3. COMPANY PROFILE

Provide a profile of the company and specify contact/responsibility information relative to the contract, i.e., management, staffing, number of representatives to be assigned to this contract and primary contacts. Provide a description of proposer's experience in performing services of the type described in this RFP. Specifically identify client size and specific examples of work within the scope of services required under this RFP in similarly sized agencies. It is imperative to show experience in similarly sized agencies and work in New Jersey. Indicate if the firm is or has any affiliation with a product, manufacturer or utility and describe any such relationship(s).

Proposer shall also provide the location of the primary office or offices responsible for the engagement and describe the company presence in New Jersey.

E-4. EXPERIENCE, QUALIFICATIONS AND ABILITY TO IMPLEMENT

This Section of the proposal should contain all of the information that ACES will reasonably require to evaluate Proposer's experience, qualifications and ability to implement ACES energy aggregation program.

This shall include a staffing plan and organization chart listing those persons who will be assigned to the engagement if the PROPOSER is selected, including the designation of the person who would be the Proposer's officer responsible for all services required under the contract. This portion of the proposal should include the relevant resume information for individuals who

will be assigned, including, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the PROPOSER.

Include a sample implementation plan with suggested timelines.

E-5. REFERENCES AND EXPERIENCE

Provide references, including projects administered in the last five years, (Appendix B) that demonstrate the scope of the proposer's ability to administer the ACES energy . The selection should include contracts that demonstrate the proposer's familiarity with New Jersey public energy aggregation.

In submitting the reference, the Proposer grants ACES the authority to contact owners of those projects to discuss the Program and the Proposer with them (documented on Appendix B).

E-6. REQUIRED FORMS

Section 8 must contain the all Proposal Forms and Proposal Requirements that the Proposer shall sign and submit with the proposal, including any documentation or other information required in conjunction with those forms, except as required above.

- **Proposal Requirement # 1: Proposal Cover Form**
- **Proposal Form 1: Proposer Information, Certification and Representations**
- **Proposal Form 2: Fee Proposal**
- **Proposal Form 3: Draft Agreement**
- **Proposal Form 4 Proposer's Checklist**
- **Proposal Requirement# 2: Disclosure Statement**
- **Proposal Requirement #3: Affidavit of Debarred, Suspended or Disqualified Contractors**
- **Proposal Requirement #4: Non-Collusion Affidavit**
- **Proposal Requirement #5: Required Proposer's Certifications**
- **Proposal Requirement #6: Certification of Absence of Conflict of Direct or Indirect Interest**
- **Proposal Requirement #7: Disclosure of Investment Activities in Iran**

APPENDIX A

QUESTIONS, REQUESTS FOR CLARIFICATION AND EXCEPTIONS FORM

Pursuant to Section A-4 of the RFP:

Any issues that a proposer may have with regard to the legal or technical terms of the request for proposals must be raised in the question period and resolved before the submission of a proposal. Accepted proposals will be subject to the minimum terms contained herein.

If a proposer has a form of agreement, license agreement or other terms and conditions that are intended to be part of the proposer's proposal, the proposer should submit such agreement or terms and conditions during the question period and ask if they are acceptable.

If the Proposer seeks to request consideration of forms of agreement, license agreements or to modify core terms and conditions of the specifications or proposal criteria contained in this RFP and any addenda, they must be clearly stated below and on separate pages if necessary and attached to this page to be returned with your proposal.

Name of Firm:			
Address:			
Signature of Principal Contact			
Name of Principal Contact:		Title:	
E-mail:		Telephone:	

REQUESTED MODIFICATIONS, CLARIFICATIONS OR DOCUMENTS TO BE CONSIDERED ARE NOTED AS FOLLOWS:

Please attach copies of any documents to be considered.

Exceptions for consideration are also noted on the _____ pages attached.

APPENDIX B

ENERGY AGGREGATION PROGRAMS ADMINISTERED FORM

Energy Aggregation programs administered pursuant to Section E-5 using the format below. In submitting this program, the Proposer grants ACES the authority to contact owners of those programs to discuss the program and the Proposer with them. *(Copy this form and submit additional pages as necessary.)*

Program No:		of -	
OWNER:			
PROGRAM NAME:			
PROGRAM DATA:			

PROGRAM DESCRIPTION: Succinct summary of the completed energy efficiency work scope, construction scope, etc.

--

PROGRAM INVOLVEMENT: Brief description of your direct involvement in the project from inception to completion.

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PROGRAM REFERENCES, AS APPLICABLE

OWNER:			
Contact name/title at project completion:			
Phone:		E-mail:	

APPENDIX C

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability (Form of Agreement at Execution of Contract)

The contractor and ACES (hereafter "ACES") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of ACES pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agent, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend ACES in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless ACES, its agent, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to ACES's grievance procedure, the contractor agrees to abide by any decision of ACES which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against ACES, or if ACES incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

ACES shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against ACES or any of its agents, servants, and employees, ACES *shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by ACES or its agents.

It is expressly agreed and understood that any approval by ACES of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless ACES pursuant to this paragraph.

It is further agreed and understood that ACES assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude ACES from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**APPENDIX D
EQUAL EMPLOYMENT OPPORTUNITY ACT**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(REVISED 4/10)**

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27*

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>)

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

b). AFFIRMATIVE ACTION

If, prior to or at the time the Agency submits a contract for signing, a Proposer does not submit to the Agency 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 Agency and the Affirmative Action Office. The Proposer should retain the copy marked "Proposer," submit the copy marked "Public Agency" to the Agency, and the remaining copies shall be immediately forwarded to:

Division of Public Contracts Equal Employment Opportunity Compliance
PO Box 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.

APPENDIX E
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-57, 58; N.J.S.A. 18A:18A-4.9 (P.L. 2012 c.25)

Certain persons, entities prohibited from bidding on certain public contracts, maintenance of list

a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 [C.52:32-56] of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

b. Within 90 days of the effective date of this act, the Department of the Treasury shall, using credible information available to the public, develop a list of persons or entities it determines engage in investment activities in Iran as described in subsection f. of section 2.

c. The department shall update the list every 180 days.

d. Before finalizing an initial list pursuant to subsection b. of this section or an updated list pursuant to subsection c. of this section, the department shall do the following before a person or entity is included on the list:

(1) Provide 90 days' written notice of its intent to include the person or entity on the list. The notice shall inform the person or entity that inclusion on the list would make the person or entity ineligible to bid on, submit a proposal for, or enter into or renew, a contract for goods or services with a State agency; and

(2) Provide a person or entity with an opportunity to comment in writing that it is not engaged in investment activities in Iran. If the person or entity demonstrates to the department that the person or entity is not engaged in investment activities in Iran as described in subsection f. of section 2 of this act, the person or entity shall not be included on the list, unless the person or entity is otherwise ineligible to bid on a contract as described in paragraph (3) of subsection a. of section 5 [C.52:32-59] of this act.

(3) The department shall make every effort to avoid erroneously including a person or entity on the list.

Certification required

a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 [C.52:32-57] of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 [C.52:32-56] of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has

engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

Civil action brought on behalf of board of education

a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," *P.L.*1977, c.114 (*N.J.S.*18A:18A-1 et seq.), shall implement and comply with the provisions of *P.L.*2012, c.25 (*C.52:32-55* et al.), except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of *P.L.*2012, c.25 (*C.52:32-57*).

b. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of *P.L.*2012, c.25 (*C.52:32-58*), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of *P.L.*2012, c.25 (*C.52:32-59*).

The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

PART G

Proposal Cover Form

PROPOSAL FOR ACES ENERGY AGGREGATION PROGRAM

SUBMITTED BY:

Name of Firm:			
Address:			
Name of Principal Contact:			
E-mail:		Telephone:	

PROPOSAL FORM 1

PROPOSER INFORMATION, CERTIFICATION AND REPRESENTATIONS

FROM PROPOSER:

Name of Firm:	
Address:	

The undersigned Proposer being duly authorized and on behalf of the firm named above:

A. Having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that the proposer (we) shall fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that we will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.

B. In signing this proposal, we hereby certify that:

1. We possess the qualifications and credentials to perform the contract outlined in the Request for Proposals.
2. We have reviewed the contract documents, site, facilities, and all local conditions and laws and regulations that in any manner may affect cost, progress, or performance.
3. We have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; 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 collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; and that the above statement is accurate under penalty of perjury.
4. We have read and fully understand the Request for Proposals. This proposal is submitted having had any and all questions answered and fully and satisfactorily explained.
5. Acknowledge receipt of the applicable addendum:

ADDENDUM #	DATE

(Proposal Form Continued on Next Page)

C. The undersigned certifies his/her position as a representative of the named firm and is authorized by the Proposer to submit the Proposal for, and bind the above named firm and that the said Proposal is executed with full authority to do so.

D. This proposal is valid for a minimum 120 days from the date of the opening of proposals.

E. Certification:

Authorized Signature:					
Title:					
Printed Name:					
E-mail:			Telephone:		
FEIN OR Tax ID Number:				Fax:	

Subscribed and sworn to before me this ____ day of _____, 20__.

 (Seal) Notary Public of New Jersey/(Specify Other State)

My Commission Expires _____ 20__.

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

**PROPOSAL FORM 2
FEE PROPOSAL**

Company:	
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The Fee must itemize and include all costs and fees that are required to fully administer the ACES energy aggregation program.

PROPOSAL FORM 3

DRAFT AGREEMENT

Attach a draft Agreement/Contract.

**PROPOSAL FORM 4
PROPOSER'S CHECKLIST**

Company:	
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The following checklist shall be completed with the proposal and submitted to ACES as part of the proposal. Initial each item to confirm its inclusion.

SECTION # AND ITEM	INITIAL
Proposal Cover Form	
1. Executive Summary	
2. Response to Technical Specifications	
3. Company Profile	
4. Experience, Qualifications, and Ability to Implement	
5. References and Experience (Project Case Study Form)	
Required Forms:	
Proposal Requirement #1: Proposal Cover Form	
Proposal Form 1: Proposer Information, Certification and Representations	
Proposal Form 2: Company Fee Proposal	
Proposal Form 3: Sample Agreement	
Proposal Form 4: Proposer's Checklist	
Proposal Requirement #2: Ownership Disclosure Statement	
Proposal Requirement #3: Affidavit of Debarred, Suspended or Disqualified Contractors	
Proposal Requirement #4: Non-Collusion Affidavit	
Proposal Requirement #5: Required Proposer's Certifications	
Proposal Requirement #6: Certification of Absence of Conflict of Direct or Indirect Interests	
Proposal Requirement #7: Disclosure of Investment Activities in Iran	

NOTE: Failure to complete and submit all of the above documents as required and on forms where provided within will result in a rejection of your proposal.

By placing my initials in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

PROPOSER (Signature)

PROPOSER (Print Name)

DATED: _____

**PROPOSAL REQUIREMENT # 2
AS APPLICABLE
OWNERSHIP DISCLOSURE CERTIFICATION**

Name of Business:	
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I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned business organization.
OR

I certify that the bidder is a corporation and the list below contains the names and addresses of all stockholders who own 10% or more of the stock of any class of the corporation.
OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship Limited Partnership

Limited Liability Corporation Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below and copy form if additional space is needed).

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ___ day of _____, 20__.	_____
(Notary Public) My Commission expires:	(Affiant)

	(Print name & title of affiant)

	(Name of business) (Corporate Seal)

**PROPOSAL REQUIREMENT # 3
AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED CONTRACTORS**

STATE OF NEW JERSEY/ _____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, being

duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Proposer making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Proposer is not at the time of the making this proposal included on the State of New Jersey Consolidated Debarment Report as a result of action taken by any New Jersey state or local ACES.

<p>Subscribed and sworn before me this ____ day of _____, 2__.</p> <p>(Notary Public) My Commission expires:</p>	<p>_____ (Affiant)</p> <p>_____ (Print name & title of affiant)</p> <p>_____ (Name of business) (Corporate Seal)</p>
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THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL REQUIREMENT #4
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/ _____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age, being

duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Proposer making the Proposal for the ACES program, and that I executed the said Proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with the ACES program; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and ACES relies upon the truth of the statements contained in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by this organization.

<p>Subscribed and sworn before me this ____ day of _____, 2__.</p> <p>(Notary Public) My Commission expires:</p>	<p>_____ (Affiant)</p> <p>_____ (Print name & title of affiant)</p> <p>_____ (Name of business) (Corporate Seal)</p>
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THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

**PROPOSAL REQUIREMENT #5
REQUIRED PROPOSER'S CERTIFICATIONS**

By signing below, the undersigned hereby certifies to the following requirements of this proposal:

1) **CERTIFICATE OF INSURANCE STATEMENT:** The Proposer fully understands the insurance requirements as stated in the Request for Proposals and agrees to provide all insurance required documents prior to award of contract.

2) **BUSINESS REGISTRATION CERTIFICATE STATEMENT:** The Proposer fully understands the requirements of the Business Registration Certificate Statement as stated in the Request for Proposals, and shall provide a Business Registration Certificate for itself with this submission or prior to contract award, and that of any and all subcontractors, if applicable, performing work under this contract.

3) **TOTAL AMOUNT OF UNCOMPLETED CONTRACTS:** It is certified that the amount of uncompleted work on contracts is \$ _____. The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with *N.J.A.C. 17:19-2.13*. I further certify that the amount of this proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

4) **VERIFICATION OF QUALIFICATIONS:** The undersigned, being hereby authorized, requests any person, firm or corporation to furnish any information requested by ACES in verification of the recitals comprising this proposal.

5) **CHANGE IN DPMC CLASSIFICATION AFFIDAVIT:** The proposer is classified by the State of New Jersey under *N.J.S.A. 52:35-1 et seq.* and *N.J.A.C. 17:19-1.1*. This Classification became effective _____ (Date) and a copy of said classification has been included with this proposal.

It is certified that there has been no changes in ownership or substantial change in the qualification information subsequent to the latest statement submitted as required under *N.J.A.C. 17:19-2.12*, except as set forth herewith (list any material adverse changes below or indicate "none").

<p>Subscribed and sworn before me this ____ day of _____, 20 __.</p> <p>(Notary Public) My Commission expires:</p>	<p>Certified by:</p> <p>_____</p> <p style="text-align: center;">(Affiant)</p> <p>_____</p> <p style="text-align: center;">(Print name & title of affiant)</p> <p>_____</p> <p style="text-align: center;">(Name of business) (Corporate Seal)</p>
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THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

**PROPOSAL REQUIREMENT #6
CERTIFICATION OF ABSENCE OF CONFLICT OF DIRECT OR INDIRECT
INTERESTS**

I declare and certify that no member of the <Company>, nor any officer or employee or person whose salary is payable in whole or in part by the <Company>, or their immediate family members are directly or indirectly interested in this proposal or in the work or services to which it relates, or in any portion of profits thereof.

Check here and also sign below if there is a condition where an employee of <Company>, officer of the board or other individual has an interest in the proposal or is otherwise in conflict at above, and attach a letter of explanation to this document, duly signed by the president of the firm or company.

<p>Subscribed and sworn before me this ___ day of _____, 20__.</p> <p>(Notary Public) My Commission expires:</p>	<p>_____</p> <p style="text-align: center;">(Affiant)</p> <p>_____</p> <p style="text-align: center;">(Print name & title of affiant)</p> <p>_____</p> <p style="text-align: center;">(Name of business) (Corporate Seal)</p>
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THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL REQUIREMENT NO. 7

NEW JERSEY SCHOOL BOARDS ASSOCIATION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid Name: _____

Bid Due Date: _____

Bidder: _____

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey School Boards Association under penalty of perjury. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

New Jersey School Boards Association

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 2 of 2

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran outlined above by completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the New Jersey School Boards Association (NJSBA) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the NJSBA to notify the NJSBA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the NJSBA and that the NJSBA at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature

Print Name

Title

Date