



# Request for Proposal 06-X-38569

## For: Aggregated Purchase of Electricity Supply Only - Statewide

Event	Date	Time
<b>Stage 1 - Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	March 22, 2006	4:00 PM
<b>Stage 2 - Qualification Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	April 7, 2006	4:00 PM
<b>Stage 3 - Bid Proposal Due Date</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	April 18, 2006	2:00 PM
<b>Refreshment of Stage 3 Proposal</b> (Refer to <a href="#">RFP Section 1.3.3.2</a> for more information.)	April 25, 2006	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> SubContracting Only</p>	<p><b>Category</b></p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Department of the Treasury  
Division of Administration  
Office of Statewide Contract Consolidation

Date: March 9, 2006

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Office of Statewide Contract Consolidation, Division of Administration, Department of the Treasury. The purpose of this RFP is to solicit Bid Proposals for an aggregated supply of electricity.

The intent of this RFP is to award Contract(s) to those responsible Bidder(s) whose Bid Proposals, conforming to this RFP (are) most advantageous to the State, price and other factors considered.

The NJ Standard Terms & Conditions version 01 20 06 will apply to all Contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a reprocurement of the Aggregated Purchase of Electricity, Supply Only – Statewide term Contract, presently due to expire on June 30, 2006.

The purpose of this Request for Proposal (RFP) is to solicit bids from Electric Power Suppliers for a Full-Requirements, Firm, Fixed Price supply of electricity to certain State agencies and certain institutions of higher learning and authorities (“Participants”) for the Accounts listed in Appendix A. Such list of Accounts may be amended from time to time during the Contract term as specifically provided for herein. The State will select one successful Bidder for each of the Tariff Class groupings (categories) specified on the Bid Price Sheets. Awards will be based on price and other factors as specified in section 6.0. As a result, the State may award one Contract for all Tariff Groupings or may split Contract awards among multiple Contractors with each Contractor awarded a Contract for one or more Tariff Groups. Each awarded Tariff Group will be bid, awarded and managed as if it was an independent Contract separate from all the other Tariff Groups.

The State of New Jersey, on behalf of its Participants (See Appendix B) is issuing this RFP. The Participants are major consumers of electricity who are BGS-CIEP Account holders and consume a combined total of over 626 million-kilowatt hours of electricity each year. Approximately 60 - 70% of costs are for electricity supply, and the balance of 30 - 40% are for transmission, distribution, service and other services, which will remain with the LDCs. The deregulation of the electric market presents an opportunity for the Participants to purchase electricity at lower costs while taking into consideration the environmental impacts of the sources of generation being purchased. However, the Participants' Accounts included in this RFP are only for those BGS-CIEP Tariff Groups listed, representing over fifty percent of total electricity usage as shown above (BGS-FP Accounts which Account for the remainder of usage are not included in this RFP).

By responding to this RFP the Bidder agrees that, if selected as the successful Bidder for any Tariff Grouping, it will enter into a Contract with the State for all the Accounts within the Tariff Grouping.

The intent of this RFP is to award a Contract to supply the electricity needs of the NJCESP Participants as described herein, for an initial period of twelve (12) or thirty-six (36) months. The Contractor will be Accountable and responsible for providing, managing and controlling all

aspects of the services awarded. It is the State's intent to evaluate all proposals and to reject or to award Contracts within forty-seven (47) hours of receipt of Stage 3 proposals or Stage 3 Refreshments, as described in Sections 1.2.2 and 1.3.3.2 below.

Through the evaluation methodology set forth in section 6.0, the State will take into consideration the bid price, qualifications of Bidders to comply with all the terms and conditions of the State's standard agreement for generation supply, and air emissions associated with the electricity products offered to the Participants through bids to this RFP.

### **1.2.1 HISTORY**

In February 1999 the Electric Discount and Energy Competition Act (EDECA) was enacted. EDECA opened the electric industry in New Jersey to competition and set environmental standards regarding the air pollution emissions caused by generating electricity. EDECA established a four-year transition to retail electric competition, which ended August 1, 2003.

With the end of the transition period, Participants in the New Jersey Consolidated Energy Savings Program (NJCESP) went out to bid for its aggregated electricity supply. State Agencies benefit from pooling energy needs by increasing market power, attracting more competition, reducing the administrative cost of multiple procurements, reducing the development costs by sharing in consulting fees, promoting environmental goals and reducing electric costs. The State awarded supply Contracts to Pepco Energy Services and to Constellation NewEnergy, which covered 81 Accounts, from five Tariff Groups of three Local Distribution Companies (LDCs). The LDCs are Conectiv (ACE) JCP&L and PSE&G. The electric load of Accounts included in that procurement was roughly equivalent to 626,000,000 kWh annually. These Contracts expire with the meter read dates in June 2006. The State needs to repurchase electricity supply for a new one or three year term.

For the above reasons, the State of New Jersey is issuing a RFP to suppliers of electricity. The objectives of the NJCESP are to obtain lower and more stable cost electricity for the participating agencies while improving the quality of the air for the citizens of the State. The NJCESP has organized all Accounts into six (6) Tariff Groupings for bid and award purposes. Bidders may bid and may be awarded any one or more Tariff Groupings. All Tariff Groupings (categories) will be awarded for either a 12 month or 36 month service Contract; these periods will not be mixed amid Tariff Grouping (category) awards.

EDECA contains specific requirements for suppliers to disclose the air emissions associated with each electricity product they offer and energy resources relied on to produce the product, including renewable resources. EDECA also establishes a renewable portfolio standard, which requires that a certain minimum percentage of Renewable Energy be included in each supplier's overall portfolio of energy sold to New Jersey Customers. These standards are designed to encourage the development of renewable sources of electricity and new, cleaner generation technology, minimize the environmental impact of emissions from electric generation, reduce the possible transport of emissions and minimize any adverse environmental impacts from deregulation of energy generation. Therefore, the State will use Environmental Disclosure Labels in the case of evaluating tie bids.

## **1.2.2 OVERVIEW OF THE BIDDING PROCESS**

The bidding process for this solicitation will be in three stages. A prospective Bidder must timely complete each stage after Stage 1 in order to be eligible to proceed to the next stage. The stages are:

Stage 1 – Electronic Questions and Answers

Stage 2 - Submission of Bidder Qualifications

Stage 3 - Submission of Bid Proposal with potential for bid Refreshments

In Stage 1, prospective Bidders may submit questions electronically and answers to those questions will be posted on the Purchase Bureau web site via Addendum.

In Stage 2, prospective Bidders must submit their qualifications and other information needed by the State to assess each Bidder's ability and responsibility to meet the requirements of the RFP. After review of this information and at the request of the State, the prospective Bidder shall correct any errors or omissions and shall supplement the second stage submission at the time and date specified. Any Bidder who does not supply the information required by the State will not be considered further for Contract award.

In Stage 3, Bidders must submit their Bid Proposal, including a price proposal and submit any other required information at that time. Stage 3 bids will be repeated in multiple rounds of submissions (referred to herein as a bid Refreshment) until Contracts are awarded in each Tariff Grouping (category) of award for either 12 months or 36 months. Bidding will stop when the last round of bidding is completed or when bidders are notified that bidding is stopped via an Addendum. Bidders who have submitted all Stage 2 qualifications may submit Stage 3 bid submissions at any round. Failure to submit a Stage 3 Bid Proposal during any round will not disqualify Bidders from bidding on subsequent rounds. After each round of Stage 3 bidding, the State will notify all Stage 2 qualified Bidders of any adjustments required for future rounds of bidding.

Following each round of Stage 3 Bid Proposal submission, the State will notify all Stage 2 qualified Bidders within 47 hours of acceptance/rejection of bids by LDC Tariff Group. See Section 6.0 for more information on Bid Evaluation.

The Account data specified in Appendices A, B, C and D is provided for the convenience of the Bidders. Though efforts were made to assure that the data is complete and accurate, the State shall not be responsible for errors or omissions. The Account data is not intended to guarantee purchased quantities, but to set forth the State's actual consumption history and to provide a reasonable means of estimation for bidding. All supply delivered must meet the actual needs of the Account at time of supply, on a daily basis.

### **1.3 KEY EVENTS – STAGED BIDDING**

There are three stages in the bidding process for this Contract. The stages are:

Stage 1 – Electronic Questions and Answers

Stage 2 - Submission of Bidder Qualifications

Stage 3 - Submission of Bid Proposal

#### **1.3.1 STAGE 1 - ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential Bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Answers to questions will be posted as addenda to this RFP. Addenda to this RFP, if any, will be posted on the Purchase Bureau website and may be posted before and after the cut-off date. (See Section 1.4.1. of this RFP for further information.)

#### **1.3.2 STAGE 2 – SUBMISSION OF QUALIFICATIONS**

Stage 2 Qualification Submissions are due on the date and time specified on the cover sheet of this RFP. As discussed in RFP Section 4.4 and 4.5 below, Bidders must submit sufficient documentation of their qualifications and responsibility to satisfy the State that they can do the work required. The location of the submission is noted in Section 1.3.3 below.

1.4.5.2 Any prospective Bidder who fails to timely submit the initial qualifications submission or fails to respond fully to a request for supplemental information, will be considered non-responsive to the bid submission requirements and disqualified from bidding.

#### **1.3.3 STAGE 3 - SUBMISSION OF BID PROPOSAL AND REFRESHMENTS**

In order to be considered for award, the Bid Proposal and any bid Refreshments must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230**

**Directions to the Purchase Bureau can be found at the following web address:**

<http://www.State.nj.us/treasury/purchase/directions.shtml>

**Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.**

### **1.3.3.1 INITIAL BID PROPOSAL SUBMISSION**

In order to be considered for award, the initial Bid Proposal must be submitted at the time and date specified with all required attachments and information including adjustments and modifications to the Stage 2 Qualification Submissions, if required. Any bid not received on time at the right place will be rejected.

Bidders must hold their bid prices firm for 47 hours from the date and time of any Stage 3 Bid Proposal submission or Refreshment to allow time for bids to be evaluated, to accommodate an abbreviated protest period and for Contracts to be awarded.

### **1.3.3.2 STAGE 3 POTENTIAL BID REFRESHMENTS**

In the event that the State does not award a Contract(s) for some or all Tariff Groupings as a result of the initial Stage 3 Bid Proposal Submission, the State will notify all eligible Stage 2 Bidders that a re-bid or a Refreshment of the Stage 3 Bid Proposals will occur.

Subsequent rounds of Stage 3 Bid Proposal Refreshment will occur, in accordance with the schedule set forth on the cover page of this RFP, for those Tariff Groupings for which no award was made in a previous round of bidding.

Any Stage 3 Bid Proposal Refreshment must include the Bidder's proposed prices, and all information required for Stage 3 Bid Proposal submission and any modifications to the Stage 2 Qualifications Submissions, if required. If after the submission and evaluation of the refreshed Stage 3 Bid Proposals, Contracts are not awarded in any one or all the Tariff Groupings, Bidders will be afforded opportunities to resubmit or refresh their Stage 3 Bid Proposals for the Tariff Groupings that are being re-bid. This process will continue until Contracts are awarded in all Tariff Groupings or the bid Refreshment process ends.

In order to be considered for award, the Bid Proposal submission Refreshment and all required attachments and information must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. Any Bid Proposal Refreshment not received on time at the right place will be rejected. The dates and times for the first bid Refreshment is noted on the cover of this RFP. Bidders will be advised of any additional bid Refreshments be addendum. The location of the bid Refreshment submissions are the same as the submission for the initial bid submission.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any Contract awarded as a result of this RFP.

**ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

**There are no designated dates for release of addenda. Therefore interested Bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.**

**It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.**

### **1.4.2 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a Bid Proposal in response to this RFP. No special consideration will be given after Bid Proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Bid Proposal in response to this RFP.

### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by Bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A Bidder may designate specific information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the Bidder accordingly. The location in the Bid Proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a Bidder either to designate its entire Bid Proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All Bid Proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested Parties can make an appointment with the Purchase Bureau to inspect Bid Proposals received in response to this RFP.

#### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder.

#### **1.4.6 JOINT VENTURE**

If a joint venture is submitting a Bid Proposal, the agreement between the Parties relating to such joint venture should be submitted with the joint venture's Bid Proposal. Authorized signatories from each Party comprising the joint venture must sign the Bid Proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each Party to a joint venture.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions will be part of any Contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** – A change in the scope of work to be performed by the Contractor. An Amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a Bid Proposal in response to this RFP.

**Contract** – This RFP, any Addendum to this RFP, and the Bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The Bidder awarded a Contract resulting from this RFP. Also referred to as the Implementation Contractor.

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the Chief Contracting Officer for the State of New Jersey.

**Division** – The Division of Purchase and Property

**Evaluation Committee** – A committee established by the Director to review and evaluate Bid Proposals submitted in response to this RFP and to recommend a Contract award to the Director.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific Project.

**may** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and Contract requirements and solicits Bid Proposals to meet the purchase needs of the Using Agencies as identified herein.

**shall or must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a Bid Proposal as materially non-responsive.

**should** – Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., Tasks, sub-Tasks or other work elements in the Scope of Work as set forth in Sections 8.0.

**SubTasks** – Detailed activities that comprise the actual performance of a Task.

**State** – State of New Jersey.

**Subcontractor** – An entity having an arrangement with a State Contractor, where the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under

its State Contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

**Task** – A discrete unit of work to be performed.

**Using Agency[ies]** – The entity[ies] for which the Division has issued this RFP and will enter into a Contract.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Accounts** - The Accounts for electric service listed in Appendix A, which are the Accounts that the Participants have elected to include herein.

**Actual Monthly Electricity Delivered** - For an Account, the amount of electricity, stated in kWh, actually delivered during a Billing Month by or on behalf of the Contractor and metered and consumed by a Participant for use at such Account.

**Agency** - Any Agency of the State of New Jersey or Participants of this RFP.

**Ancillary Services** - The services that the PJM Interconnection, LLC ("PJM") requires retail electric suppliers to purchase to maintain and support a reliable bulk power transmission system.

**Applicable LDC** - For an Account, the LDC in whose service territory the Account is located, as shown in Appendix A.

**Applicable Taxes** - Any federal, State, or local tax applied to the sale of Electric Generation Service, including but not limited to New Jersey State Sales and Use Tax, Corporate Business Tax, and any new tax which is applied to the sale of Electric Generation Service during the Contract period.

**Basic Generation Service (BGS)** - Electric Generation Service that is provided, pursuant to section 9 of the Electric Discount and Energy Competition Act, to any Customer that has not chosen an alternative Electric Power Supplier, whether or not the Customer has received offers as to competitive supply options, including but not limited to, any Customer that cannot obtain such service for any reason, including non-payment of service. BGS is not a competitive service and shall be fully regulated by the Board.

**BGS-FP Customer or Account** - A small or medium-sized commercial Account or Customer who would be served under any of the LDC's BGS – Fixed Price tariffs.

**BGS-CIEP Customer or Account** - A large commercial or industrial Account or Customer who would be interval-metered and served under any of the LDC's BGS –Commercial and Industrial Energy Pricing hourly tariffs if it was not served by a third Party electric supplier.

**Bid Due Date** - The Stage 3 Bid Proposal due date as reflected in the RFP, and any Refreshment date scheduled in the RFP or any Refreshment date added to the RFP by Addendum.

**Billing Month** - A calendar month, or any other monthly service period wherein, the beginning date of each Billing Month contains at least one day during the period June 2006 to the end of the Billing Month in which the beginning date falls within the month of June 2007 or by June 30, 2009.

**BPU (Board)** - The New Jersey Board of Public Utilities.

**Class I Renewable Energy** - Electric energy produced from solar technologies, photovoltaic technologies, wind energy, fuel cells (powered by renewable fuels), geothermal technologies, wave or tidal action, and methane gas from landfills or a biomass facility, provided that the biomass is cultivated and harvested in a sustainable manner, or as otherwise defined by the New Jersey Board of Public Utilities (BPU) in its Renewable Energy rules within N.J.A.C. 14:8.

**Class II Renewable Energy** - Electric energy produced at a resource recovery facility or hydropower facility, provided that such facility is located where retail competition is permitted and provided further that the Commissioner of Environmental Protection has determined that such facility meets the highest environmental standards and minimizes any impacts to the environment and local communities, or as otherwise defined by the New Jersey Board of Public Utilities (BPU) in its Renewable Energy rules within N.J.A.C. 14:8.

**Customer** - Any person that is connected to any part of the transmission and distribution system within an electric public utility's service territory within New Jersey and that takes electricity directly from the transmission and distribution grid.

**Designee** - The representative of a specific public official or Participant, as defined above, duly authorized by it to conduct specific activities and who also has the power to legally bind the official or Participant. Actions, taken by an unauthorized Designee, or which are beyond the scope of the Designee's authorization, are ultra vires and of no legal or equitable effect.

**Dual Billing** - An industry term that specifies the method of billing and payment which is one bill sent to the Customer for the generation only by the supplier, and another bill sent to the Customer by the LDC for distribution and other charges.

**Effective Date** - June 1, 2006.

**EDECA** - The Electric Discount and Energy Competition Act (N.J.S.A. 48:3 - 49 et seq).

**Electronic Data Interchange (EDI)** - A standard format for exchanging business data electronically. The standard is ANSI X12 and it was developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.

**Electric Generation Service** - The provision of retail electric energy and capacity, which is generated off-site from the location at which the consumption of such energy and capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

**Electric Power Supplier** – A person that is duly licensed pursuant to the provisions of EDECA to offer and to assume the Contractual and legal responsibility to provide Electric Generation Service to retail Customers, and includes serving entities, marketers and brokers that offer or provide Electric Generation Service to retail Customers. The term excludes an electric public utility that provides Electric Generation Service only as a Basic Generation Service pursuant to Section 9 of the Electric Discount and Energy Competition Act.

**Environmental Disclosure Rules** - The rules promulgated by the BPU to require an Electric Power Supplier or Basic Generation Service provider to disclose on a Customer's bill or on Customer Contracts or marketing materials, a uniform, common set of information about the environmental characteristics of the energy purchased by the Customer.

**Environmental Information Label or Environmental Disclosure Label** - The label that, under the Board of Public Utility's Environmental Disclosure Rules, each supplier must disclose to Customers "a uniform, common set of information about the environmental characteristics of the energy"

**Failure to Supply** - A failure by Contractor at any time during the Service Term to deliver to the LDC the electric energy requirements specified in the Contract in the manner prescribed by the Contract.

**Federal Energy Regulatory Commission (FERC)** - An independent Agency that regulates the interstate transmission of electricity, natural gas, and oil. FERC also reviews proposals to build liquefied natural gas (LNG) terminals and interstate natural gas pipelines as well as licensing hydropower Projects. The Energy Policy Act of 2005 gave FERC additional responsibilities as outlined in FERC's top priorities and updated Strategic Plan. Recent FERC orders instituted certain charge adjustments such as the transmission adjustment charge, the seams elimination cost adjustment charge and the reliability must run charge. Future FERC orders allowing charge adjustments must be brought to the attention of the State Contract Manager immediately.

**Force Majeure** - has the meaning set forth in Section 5.25.

**Formal Date of Award** - A date and time certain, after evaluation of bids and pricing, issued to the awarded Bidder, and after a Notice of Intent to Award and a shortened protest period.

**Full-Requirements, Firm, Fixed Price** - Any price or cost bid which is not subject to increase during the period specified to serve the full, actual Electric Generation Service requirements of the participating Accounts in the designated Tariff Class. A Full-Requirements Firm Fixed Price is a price which includes all direct and indirect costs incurred by the supplier and proposed to be collected from the Participants for the provision of the full Electric Generation Service requirements of the Participants including, but not limited to: energy, congestion, load balancing, price hedging, generation capacity, transmission capacity, Ancillary Services, line losses, overhead, fee or profit, clerical support, taxes, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support and all documents, forms, and reproductions thereof. All prices bid must also contain allowance for all FERC orders adjustment charges applicable to the sale of electricity generation imposed as of the date of the issuance of this RFP and during the full term of the Contract(s).

**Incremental Cost of Power** - That premium in the cost of replacement power procured in a reasonably commercial manner over the cost that would have been paid had supply been received from the Contractor, provided that the cost of such replacement power does not exceed Tariff Rates.

**Incremental Savings** - The difference in price when the Contract price is lower than the local utility price for the commodity.

**kW and kWh** – Respectively, kilowatt and kilowatt-hours.

**LDC** - One of the following local electric distribution companies: PSE&G, Conectiv (Atlantic City Electric Co. - ACE), or JCP&L (GPU).

**MW and MWh** – Respectively, megawatt and megawatt hours

**New Jersey Benchmark** - A reference point describing emissions levels to allow Customers to make comparisons among alternative electricity products offered by suppliers. That is, a point of comparison for the air emissions associated with the electricity product being offered or sold to the Customer. Initially, and until modified by Board order in consultation with the NJDEP, the specific benchmarks shall be based on the most recent data available from the United States' Energy Information Administration and shall reflect the average emission rate of all electric generating units in New Jersey for SO<sub>2</sub> (i.e., 2.5 pounds per megawatt hour) and CO<sub>2</sub> (i.e., 1213 pounds per megawatt hour); and NO<sub>x</sub>, (i.e., 3.0 pounds per megawatt hour). In the case of NO<sub>x</sub>, the benchmark takes into Account the effect on this average of the new NO<sub>x</sub> standards that first applied during the 1999 ozone season.

**New Jersey Consolidated Energy Savings Program (NJCESP)** - The program established in the Department of the Treasury in January 2001 to promote cost Savings opportunities through the use of leveraged, aggregated buying to a consortium of State and State-affiliated agencies.

**Participant and Participants** - Respectively one or more of those agencies of the State of New Jersey and those institutions of higher learning in New Jersey listed in Appendix B as amended from time to time by mutual agreement. Also known as the NJCESP.

**Party or Parties** - The State of New Jersey and any Bidder awarded a Contract resulting from this RFP.

**PJM (PJM Interconnection, L.L.C.)** - The independent system operator that manages the wholesale, bulk power grid in the Mid-Atlantic region.

**Refreshment** – The process set forth in Section 4.6. After the Stage 3 Bid Proposal Bidders may submit a Bid Proposal for the unawarded Tariff Groups a second time. The second bidding on the same Tariff Group is bid Refreshment.

**Renewable Energy** - Electric energy which is produced from a source of energy that is not finite, which has negligible associated adverse environmental impacts, and which belongs to one of two classes (see definitions for “Class I Renewable Energy” and “Class II Renewable Energy”).

**Renewable Portfolio Standards** - The standards for Renewable Energy that must be met pursuant to the provisions of the Electric Discount and Energy Competition Act (N.J.S.A. 48:3 - 49 et seq.). Pursuant to these standards, each Electric Power Supplier or Basic Generation Service provider serving retail Customers in the State of New Jersey shall include in its power portfolio electricity generated from Renewable Energy sources. The standards are designed to encourage the development of renewable sources of electricity and new, cleaner generation technology; minimize the environmental impact of emissions from electric generation; reduce possible transport of emissions and minimize any adverse environmental impact from deregulation of energy generation.

**RFP Data Close Date** - The date seven (7) calendar days prior to the Stage 2 due date after which time no further revisions to Appendix A, B, C, D or the Price Sheets will be made until a Contract is awarded and then only with the consent of the Contractor.

**Savings** - The difference between:

- A) the Price that would have been paid to the LDC for the commodity, and
- B) the actual amount paid to the successful Bidder, for the same period.

**Service End Date** - The day that the LDC reads the meter at a Participant’s metered facility(s) and the Participant’s metered Account(s) transfers from the Contractor to the LDC (or other Contract supplier) in accordance with the rules and procedures adopted pursuant to EDECA. The Service End Date for each Account will occur in the month of June 2007 on or before June 30, 2007 or in the month of June 2009, on or before June 30, 2009.

**Service Start Date** - The day that the LDC first reads the meter at a Participant’s metered facility(s) and the Participant’s metered Account(s) transfers from the LDC to the Contractor in accordance with the rules and procedures adopted pursuant to EDECA. It is anticipated the Service Start Date for each Account will occur with the meter reading date in June 2006.

**Supply Shortfall** - The excess of the Participant’s actual needs over the electricity actually received from the Contractor.

**Tariff Grouping(s)** - Any one of the Tariff Groupings of rate classes as shown in the Price Sheets and Appendix C.

**Tariff Class** - A class of Customers served by a LDC pursuant to a tariff filed with the BPU.

**Trigger Price** - The calculated average (inclusive of any applicable retail adders and Applicable Taxes) for a Tariff Grouping that the State has determined is favorable to the State in awarding bid prices. The Trigger Prices established by the State for this procurement are used specifically for bid evaluation purposes only and do not reflect the State's position on the future costs of energy.

## 3.0 SCOPE OF WORK

### 3.1 DESCRIPTION OF SERVICE

During the term of this Contract, Participants will purchase from the Contractor all of their required Electric Generation Service for all Accounts listed in Appendix A, beginning on the Start Date and continuing until the Service End Date, for those Tariff Groupings for which a Contract is awarded. Actual invoices will be based on the applicable bid price for each kilowatt-hour of Electric Generation Service provided to the Participant's Accounts as appropriately metered by the Customer's LDC during the billing period. Appendix A may not contain all the electric Accounts of the Participants in the respective LDC's service territories, but they do represent the Accounts to be served by the Contractor under this Contract.

### 3.2 TERM

The Contract awarded under this RFP shall commence on June 1, 2006, and continue for a twelve (12) or thirty-six (36) month period for each Account, depending on the option chosen by the Evaluation Committee to service to each of the Accounts (Appendix A).

Contract Start Date: **June 1, 2006**

Period of No Delivery Service at the beginning of the contract: For each individual Account, the period of no delivery of service is the time between June 1, 2006 and the meter reading date in June (unless the Account starts on June 1, 2006) No service is to be provided between these times. This will vary for each Account.

Service Start Date: The Service Start Date is the date and time of first meter reading, sometime in June 2006. The Service Start Date varies by Account.

Service End Date: The Service End Date is the date and time of the last meter reading in the Account Billing Month in which the date is June 2007 or June 2009. This means that service must be provided to the ending meter reading date up to June 30, 2007 or up to June 30, 2009.

Period of No Delivery Service at the end of the contract: For each individual Account, the period of no delivery service is the time between meter read date in June, 2007 or June 2009 and the end of the Contract. This will vary by Account.

Contract End Date: **June 30, 2007 or June 30, 2009.**

### 3.3 ACCOUNTS AND PARTICIPANTS

With the consent of the Contractor, and the concurrence of the State Contract Manager, Appendix A may be amended by the Participants to add any Account at which a Participant conducts business or any other function, at the same bid price being charged by the Contractor to other, existing Accounts in the same Tariff Class grouping. Once an Account is listed, the Participants will be required to buy the entire electric energy requirement of that Account for the balance of the Contract term from the Contractor (with exceptions noted in section 3.8). The Contract also provides that an Agency of the State or institution of higher learning in New Jersey, whose Accounts are not listed in Appendix A may become a Participant and have its Accounts added to Appendix A with the consent of the Contractor and the State's Contract Manager.

### **3.4 HISTORICAL DATA**

The Contractor shall serve such actual requirements at the bid price even though they may be different from the historical data provided.

Data pertaining to the historical energy requirements of the Participants for the Accounts listed in Appendix A for a recent 12-month period has been obtained from the appropriate LDC. A summary of this data, including total number of Accounts and annual kWh consumption, is provided in Appendix C. The detailed historical data by Account, including monthly energy usage (or interval energy usage for those Accounts that have had an interval meter previously installed) and capacity and transmission obligations, is being provided in Appendix D. This data is not a guarantee or Projection. The actual LDC electric energy requirements of the Participants during the service term may differ materially from the data presented.

### **3.5 METERING**

The State of New Jersey shall not be required to install any type of new or interval meters to comply with the Contract. Bidders shall base their bids upon the assumption that the State will maintain existing metering technology at their facilities, unless upgraded metering is required and installed by the LDC as part of the inclusion of an Account in a BGS-CIEP tariff. In the event of a billing discrepancy, the LDC meter reading shall prevail. The Contractor may, at its own cost and with the approval of the State of New Jersey, install additional metering that complies with utilities regulations provided that, a) the State is aware of its existence; b) has access to the data generated from this meter, and c) is not bound by any data generated from the non-utility meter, and d) the Participant incurs no financial expense associated with the metering.

### **3.6 REPORT BY CONTRACTORS**

Subsequent to commencement of Electric Generation Service, within 45 days after each calendar quarter, the Contractor will provide a report to a technical representative designated by each Participant. The report shall be in electronic format (Microsoft Excel or equivalent), showing for each Account of such Participant, the following information for each Billing Month ended during such calendar quarter: actual usage, actual cost charged and Incremental Savings or Incremental Costs of Power showing LDC rates and costs by blended average by month. In addition, the Contractor will provide a consolidated summary report combining all quarterly report totals for each Participant (by departmental level if applicable), broken down by months, to the State Contract Manager.

### **3.7 NATURE OF SERVICE**

The following describes the service to be provided by the Contractor for the Accounts in each LDC service territory:

During the term of this Contract, Participants agree to accept and purchase from the Contractor, and the Contractor shall provide and sell to Participants, all of their required Electric Generation Service for all Accounts awarded in the applicable Tariff Groupings beginning on the Service Start Date and continuing until the Service End Date.

The Contractor shall provide the actual Electric Generation Service requirements on a firm basis, without interruption, and without regard to any differences between such actual requirements and the historical usage or any other data provided by or about any Participant.

Throughout the term of the Contract, the Contractor shall comply with all licensing requirements, standards, and regulations of the BPU, PJM, the Federal Energy Regulatory Commission (FERC), the LDC and laws of the State of New Jersey, particularly as they relate to providing Electric Generation Service to the Participants.

The Contractor shall not be responsible for non-delivery of electricity to any Account as a result of a Force Majeure event as defined in section 5.25 during the Force Majeure event.

### **3.8 CHANGES**

#### **3.8.1 AMENDMENTS TO APPENDIX A ACCOUNTS**

3.8.1.1 The State may, upon thirty (30) days' written notice, amend Appendix A by adding any Account at which one or more Participants conduct business or any other function. The Contractor has the right to reject such additions to Appendix A provided such rejection is made in the form of a written notice to the State within fifteen (15) days of the State's initial notice to the Contractor. Such Accounts, if added, shall be added at the awarded Contract rates and service shall be coterminous with the Contract end date.

3.8.1.2 The State may, upon thirty (30) days written notice, amend Appendix A by deleting any Account at which a Participant no longer conducts business or any other function. The State will amend Appendix A promptly for the purpose of deleting an Account pursuant hereto.

3.8.1.3 If any Participant resumes, commences or continues to conduct business, or any other function, at a facility which was an Account at any time (even if it had been a facility of a different Participant), then, upon resuming, commencing or continuing such activity, that facility shall follow the procedures identified in 3.8.1.1 above to be reinstated on Appendix A . Any facility so reinstated will thereupon become, or continue to be, an Account.

3.8.1.4 The notice provisions of this section are for the convenience of the Contractor and may be waived by the Contractor.

#### **3.8.2 AMENDMENTS TO APPENDIX B PARTICIPANTS**

3.8.2.1 If the State Contract Manager wants to add Participants, Appendix B may be amended by written agreement of the State Contract Manager, the Contractor and the proposed Participant.

3.8.2.2 Prior to amending Appendix B to add a Participant, the State Contract Manager and the proposed Participant will provide to the Contractor a list of new Accounts for the proposed Participant and the actual electricity requirements for those Accounts for a recent 12 month period, plus any other information similar to that provided in the RFP for the initial Participants (unless the new Account has no Account history). New Account data provided for the purpose of amending Appendix B shall be for reference purposes only and are no guarantee of actual quantities of Electric Generation Service that shall be required to service the new Accounts.

3.8.2.3 Upon Amendment of Appendix B and execution of a Contract Amendment by the State Contract Manager, Appendix A will be amended to add the Accounts of the new Participant. No Participant will pay the Contractor for electricity delivered to any Account during the remaining service term other than at the applicable Contract rates.

### **3.9 PREPARATION**

The Contractor will ensure that all arrangements with the LDC have been completed in time to commence delivery of electricity on the Contract Start Date, including the completion of required paperwork, coordination of information systems, coordination of operations and ability to communicate electronically, including Electronic Data Interchange (EDI) compliance if appropriate.

### **3.10 ADVERSE NOTIFICATION**

The Contractor shall promptly notify the State Contract Manager of any disciplinary action or change in the status with regard to any license, permit, Contract or other authorization required by law or this RFP.

### **3.11 GENERAL SUMMARY OF RESPONSIBILITIES OF THE PARTIES**

#### **3.11.1 RESPONSIBILITIES OF THE CONTRACTOR**

In addition to the responsibilities specified in section 5.5, the responsibilities of the Contractor include, but are not limited to:

- a) obtaining power and providing Electric Generation Service to the Participant's Accounts;
- b) contacting the LDC's and informing them of the Dual Billing requirement and arranging for the transfer of Accounts in the Tariff Groupings awarded to be directed to the Contractor at the start of the service period;
- c) sending clear, accurate invoices to each Participant;
- d) receiving payments from the Participants and posting them timely and accurately;
- e) contacting the Participant(s) directly for any billing disputes and attempting to resolve such disputes directly with the Participant;
- f) contacting the State's Contract Manager of any problems with Participants that cannot be resolved directly with the Participant on any issues that relate to the terms of the Contract;
- g) sending quarterly reports as specified herein to the Participants and the State's Contract Manager, and
- h) performing all other work necessary to fulfill the duties of the Contract.
- i) naming one person in the organization as the liaison to the State's Contract Manager. This liaison will be the State Contract Manager's sole point of contact regarding all Contract issues.

#### **3.11.2 RESPONSIBILITIES OF THE PARTICIPANTS**

The responsibilities of the Participants include:

- a) agreeing to purchase electricity supply from the Contractor for the duration of the Contract;
- b) agreeing to make payment to the Contractor within the terms of the State's Prompt Payment Act (60 days);
- c) attempting to resolve any disputes directly with the Contractor, and informing the State Contract Manager of such problems;
- d) asking the State Contract Manager to intervene in disputes with the Contractor should the Participant be unable to resolve such dispute with the Contractor directly; and
- e) contacting the State's Contract Manager for advice on all questions regarding the Contract.

#### **3.11.3 RESPONSIBILITIES OF THE STATE CONTRACT MANAGER**

See Section 8.1.1.

### **3.12 KICKOFF MEETING**

The State Contract Manager will schedule and conduct a kickoff meeting with the Contractors to discuss all aspects of Contract management. The Contractor's liaison must attend along with other members of the Contractor's staff, as the Contractor deems necessary. The kickoff meeting will be held in the State Contract Manager's facilities. The Contractor's attendance will be at no charge to the State.

### **3.13 UP-DATED ENVIRONMENTAL DISCLOSURE LABEL**

Throughout the term of the Contract, the Contractor shall submit updated Environmental Disclosure Labels for each product being supplied in accordance with the schedule established in the NJ BPU's environmental disclosure standards.

## **4.0 QUALIFICATIONS AND BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its Bid Proposal.

### **4.2 QUALIFICATION AND BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a Qualification Submission, a Bid Proposal and any bid Refreshment must arrive at the Purchase Bureau in accordance with the instructions herein and for Bid Proposals with the instructions on the RFP signatory page <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of Bid Proposals. **State regulation mandates that late Bid Proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF QUALIFICATION SUBMISSIONS. BID PROPOSALS AND BID REFRESHMENT COPIES**

The Bidder must submit **one (1) complete ORIGINAL Stage 2 Qualification Submission, Stage 3 Bid Proposal and Bid Refreshment (if needed)** and it must be clearly marked as the "ORIGINAL". The Bidder should submit **seven (7) full, complete and exact copies** of the original Qualification Submission, Bid Proposal and Bid Refreshment (if needed). The copies requested are necessary in the evaluation of the Qualification Submission, Bid Proposal and bid Refreshment. A Bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the Bidder make and retain a copy of its submissions.

### **4.4 BIDDER QUALIFICATIONS (STAGE 2 QUALIFICATION SUBMISSIONS)**

As evidence of the Bidder's qualifications and responsibility to perform the work required by this RFP, the Bidder shall submit a package of information with its Stage 2 Qualification Submission which includes at least the following items:

- Section 1 – Qualification Forms (Section 4.4.1)(forms submission)
  1. Ownership Disclosure
  2. Disclosure of Investigations/Actions Involving Bidder
  3. Notice of Intent to Subcontract
  4. Subcontractor Utilization Form
  5. Business Registration Certificate (not a form, submit copy of certification)
  6. Source Disclosure Requirements
  7. MacBride Principles Certification
  8. Affirmative Action Employees information Report
  9. Requirements of N.J.S.A. 19:44A-20.13-25 (Section 4.4.1.10)(Pay to Play)
- Section 2 - Technical Proposal (Section 4.4.2) (written submission)
  1. Management Overview
  2. Contract Management
  3. Potential Problems

- Section 3 - Organizational Support and Experience (Section 4.4.3) (written submission)
  1. Location
  2. Organization Chart (Contract specific)
  3. Organization Chart (entire firm)
  4. Experience of Bidders on Contracts of Similar Size and Scope
  5. Financial Capability of the Bidder
  6. Subcontractor(s)

See Section 6.0. If deficiencies are discovered in a Stage 2 Qualification Submission, the Bidder will be notified of those deficiencies and will have the opportunity to correct deficiencies and modify its' Stage 2 Qualification Submission when it submits its Stage 3 Bid Proposal.

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH STAGE 2 QUALIFICATION SUBMISSIONS**

##### **4.4.1.1 INTENTIONALLY LEFT BLANK**

##### **4.4.1.2 OWNERSHIP DISCLOSURE FORM (STAGE 2)**

In the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the Bid Proposal. Failure to do so will preclude the award of a Contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.

##### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER (STAGE 2)**

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.

##### **4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM (STAGE 2)**

All Bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml> to advise the State as to whether or not a Subcontractor will be utilized to provide any goods or services under the Contract. If this is a Small Business Subcontracting set-aside Contract, the Bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.

##### **4.4.1.5 SUBCONTRACTOR UTILIZATION FORM (STAGE 2)**

If the Bidder intends to utilize a Subcontractor, the Subcontractor Utilization Form <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml> must be completed and submitted with the Bid Proposal.

#### **4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE (STAGE 2)**

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The Bidder may go to [www.nj.gov/njbqs](http://www.nj.gov/njbqs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>

#### **4.4.1.7 SOURCE DISCLOSURE FORM (STAGE 2)**

Pursuant to N.J.S.A. 52:34-13.2, the Bidder is required to submit with its Qualification Submission a completed source disclosure form.  
<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>. Refer to section 7.1.2 of this RFP.

#### **4.4.1.8 MACBRIDE PRINCIPLES CERTIFICATION (STAGE 2)**

The Bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State Contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.

#### **4.4.1.9 AFFIRMATIVE ACTION (STAGE 2)**

The Bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the Bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State Contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.

#### **4.4.1.10 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) (STAGE 2)**

The Bidder is required to complete the attached Certification and Disclosure form regarding political contributions located at  
<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.  
See Section 7.1.1 through and including Section 7.1.1.5 for additional information.

#### **4.4.2 TECHNICAL PROPOSAL (STAGE 2)**

In this Section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the Contract. This Section of the Bid Proposal should contain at least the following information:

#### **4.4.2.1 MANAGEMENT OVERVIEW (STAGE 2)**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should convince the State that the Bidder's general approach and plans to undertake and complete the Contract are appropriate to the Tasks and subtasks involved.

Mere reiterations of RFP Tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the Contract. The Bidder's response to this section should be designed to convince the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's Bid Proposal will lead to successful Contract completion.

4.4.2.1.1 BPU Licensing - The Bidder must submit evidence, with the Stage 2 Qualification Submission, that the Bidder is licensed by the BPU as an Electric Power Supplier and that license is active. A current New Jersey Board of Public Utilities license number must be supplied. A copy of the license is requested.

4.4.2.1.2 Gear-Up and Implementation Plan - It is essential that the State move forward quickly to have this Contract in place. Therefore, the Bidder must submit with its Stage 2 Qualification Submission a detailed gear-up and implementation plan that should include at least the following elements:

- The Bidder should supply a detailed timetable for the gear-up and implementation period for service to begin as of June 1, 2006. The timetable should be designed to demonstrate to the State how the Bidder will have the Contract up and fully operational within the referenced gear-up period (as required) from date of notification of award.
- The Bidder should supply an explanation of how its Accounting department is set up, what software systems it uses etc.
- The Bidder should supply an explanation of the Bidder's working relationship with the LDC(s), and any agreements it may have in order to complete switching activities timely prior to actual delivery, including if the Bidder is an Electronic Data Interchange (EDI) capable vendor.

#### **4.4.2.2 CONTRACT MANAGEMENT (STAGE 2)**

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, and status reports.

#### **4.4.2.3 POTENTIAL PROBLEMS (STAGE 2)**

The Bidder should set forth a summary of any and all problems that the Bidder anticipates during the term of the Contract. For each problem identified, the Bidder should provide its proposed solution.

#### **4.4.3 ORGANIZATIONAL SUPPORT AND EXPERIENCE (STAGE 2)**

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFP.

#### **4.4.3.1 LOCATION (STAGE 2)**

The Bidder should include the location of the Bidder's office that will be responsible for managing the Contract. The Bidder should include the telephone number and name of the individual to contact.

#### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC) (STAGE 2)**

The Bidder should include a Contract organization chart, with names showing management, supervisory and other key personnel.

#### **4.4.3.3 ORGANIZATION CHART (ENTIRE FIRM) (STAGE 2)**

The Bidder should include an organization chart showing the Bidder's entire organizational structure.

#### **4.4.3.4 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE (STAGE 2)**

The Bidder should provide three references of experience with electricity supply or other commodity or financial Contracts. The Bidder should provide a listing of Contracts that have been successfully completed by the bidding firm as documentation of the firm's ability to successfully undertake and provide the services required by this RFP. A description of the Contract should be included and should show how the Contract relates to the ability of the firm to complete the services required by this RFP. For each reference provided the Bidder should include the name and address of the firm referenced together with a person to contact for a reference check, and that person's telephone number. Beginning and ending dates should be given for each engagement.

#### **4.4.3.5 FINANCIAL CAPABILITY OF THE BIDDER (STAGE 2)**

In order to provide the State with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the Contract, the Bidder shall submit certified financial statements to include a balance sheet, income statement and Statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent Accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

#### **4.4.3.6 SUBCONTRACTOR(S) (STAGE 2)**

- A. **All Bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize Subcontractors in connection with the work set forth in this RFP. If the Bidder intends to utilize Subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. should the Bidder propose to utilize a Subcontractor(s) to fulfill any of its obligations, the Bidder shall be responsible for the Subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the Contract; and (c) compliance with the requirements of all applicable laws.
- C. The Bidder must provide a detailed description of services to be provided by each Subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The Bidder should provide detailed resumes for each Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is designated to perform.
- E. The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on Contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's proposal.

#### **4.5 BID PROPOSAL CONTENT (STAGE 3 BID PROPOSAL SUBMISSIONS)**

The Bidder must submit with a Stage 3 Bid Proposal a package of information which includes at least the following items:

- Bid Proposal Forms (forms submission)(Section 4.5)
  - Signatory Page
  - Bid Price Sheets
  - Environmental Disclosure Label (not a form, submit copy of label)
- Modifications to Stage 2 Qualifications Submissions (If required)

#### **4.5.1 SIGNATORY PAGE (STAGE 3)**

The Bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.State.nj.us/treasury/purchase/bid/summary/06-X-38569.shtml>. The Signatory page shall be signed by an authorized representative of the Bidder. If the Bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the Bidder is a joint venture, the Signatory page must be signed by a principal of each Party to the joint venture. Failure to comply will result in rejection of the Bid Proposal.

#### **4.5.2 BID PRICE SHEETS (STAGE 3)**

The Bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of Contract.

### **4.5.3 PRICE OF ELECTRICITY (STAGE 3)**

As detailed in the bid price sheets, Bidders shall provide pricing for each Tariff Grouping on a Full-Requirements, Firm, Fixed Price basis, for the duration of the proposed service term (either 12-months or 36-months). Bid prices shall be limited to five decimal places, e.g. \$0.06719 per kWh. Additional digits submitted in a bid shall be truncated, not rounded in the evaluation of prices.

#### **4.5.3.1 COSTS AND TAXES (STAGE 3)**

The Bidder shall include all Applicable fees and Taxes associated with the supply of the actual Participant Electric Generation Service requirements. None of the Participants are exempt from New Jersey State energy taxes. All applicable State fees and taxes shall be included in the bid price and shall be collected and paid by the Contractor to the State including Sales and Use Tax (SUT) as it applies to electric generation and supply. In the event the SUT tax is changed, higher or lower, or eliminated, the Contractor shall pass this through to the Participant's Accounts immediately. All costs must be included within the Full-Requirements Firm, Fixed Price, and no adjustments, other than those related to changes in the tax rate as provided in section 5.21.1.1 will be permitted.

#### **4.5.4 ENVIRONMENTAL DISCLOSURE LABEL (STAGE 3)**

The bidder shall provide for each tariff bid an environmental disclosure label that describes the product offered.

#### **4.5.5 MODIFICATIONS TO QUALIFICATIONS SUBMISSIONS (IF REQUIRED) (STAGE 3)**

All Stage 2 Qualification Submissions shall be reviewed for completeness. If deficiencies are discovered in the Stage 2 Qualification Submission, the Bidder shall be notified of those deficiencies and advised to correct those deficiencies or to modify its Stage 2 Qualification Submission. Bidders that receive a Notice of Stage 2 Deficiency must submit needed corrections or modifications with the Stage 3 Bid Proposal.

### **4.6 STAGE 3 BID REFRESHMENTS (BID REFRESHMENT)**

If all Tariff Groups are not awarded in the initial Bid Proposal submission, Bidders will be allowed to resubmit Stage 3 bids in bid Refreshment round(s) on Tariff Groups that were not awarded in a prior round. Bid Refreshments, if held, shall be held according to the schedule shown on the cover sheet of this RFP. The Bidder must submit with bid Refreshment a package of information which includes at least the following items:

- Bid Proposal Forms (Form submittals)
  - Signatory Page (if not previously submitted)
  - Bid Price Sheets
  - Environmental Disclosure Label (not a form, submit copy of label)
- Modifications to Stage 2 Qualifications Submissions (If required)
- Withdrawal of Exceptions to Terms and Conditions (if required)

This RFP does not require Bidders to submit a Bid Proposal in each round of bidding or bid Refreshment. Stage 2 Bidders may skip a round of bidding and then submit its first Stage 3 Bid Proposal with a later round of bid Refreshment.

#### **4.6.1 SIGNATORY PAGE (BID REFRESHMENT)**

The following rules will apply to the signature page in bid Refreshments:

1. Bidders shall submit a signatory page (section 4.4.1) with bid Refreshment if the submission is its first Stage 3 Bid Proposal submission.
2. Bidders are not required to submit a signatory page with bid Refreshment if a signatory page was submitted with the initial Bid Proposal submission or in prior bid Refreshment. However, the signatory page submitted in an earlier round of bidding will bind the Bidder to subsequent bid Refreshment submissions.

#### **4.6.2 BID PRICE SHEETS (BID REFRESHMENT)**

Bidders must submit bid price sheets in any bid Refreshment on the Tariff Groups offered for bid Refreshment.

#### **4.6.3 MODIFICATIONS TO QUALIFICATIONS SUBMISSIONS (IF REQUIRED) (BID REFRESHMENT)**

If a Bidder has not submitted corrections to Stage 2 qualification deficiencies, it may do so in subsequent rounds of bid Refreshment. If a Bidder has satisfied Stage 2 qualification deficiencies in a prior round of Stage 3 bidding or bid Refreshment, there is no need to resubmit those modifications in a subsequent round of bidding.

#### **4.6.4 WITHDRAWAL OF EXCEPTIONS TO TERMS AND CONDITIONS (IF REQUIRED) (BID REFRESHMENT)**

If a Bidder has submitted exceptions to the terms and conditions of the RFP in any round of bidding and those exceptions formed or could have formed a basis not to award a Contract to the Bidder, that Bidder must include in all subsequent rounds of bidding a statement that it withdraws those exceptions and that those exceptions do not apply to its refreshed bid.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The Contract awarded as a result of this RFP shall consist of this RFP, Addendum to this RFP, the Contractor's Bid Proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 01 20 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 01 20 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the Bidder's Bid Proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the Contract shall be for a period of one (1) or three (3) years depending on the length of time determine at Contract award. The anticipated "Contract Effective Date" is June 1, 2006. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a Contract for the full term of the Contract. The Contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the Contractor and the Director.

### **5.3 CONTRACT TRANSITION**

In the event that a new Contract has not been awarded prior to the Contract expiration date and the Contractor and the Director cannot agree on a Contract extension, service for the affected Accounts will revert back to the associated LDC.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

### **5.5 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

## **5.6 SUBSTITUTION OF STAFF**

Not Applicable.

## **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

Not Applicable.

## **5.8 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

should the Bidder anticipate bringing pre-existing intellectual property into the Project, the intellectual property must be identified in the Bid Proposal. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Bid Proposal, then the Background IP owned by the Bidder on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## **5.9 DATA CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the State to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from State Contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## **5.10 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

## **5.11 ADVERTISING**

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

### **5.12 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the Contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its Bid Proposal.

### **5.13 CLAIMS AND REMEDIES**

#### **5.13.1 CLAIMS**

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

#### **5.13.2 REMEDIES**

Nothing in the Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

#### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate the Contract in accordance with the State administrative code and/or authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor.

### **5.14 LATE DELIVERY**

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any Task or subtask called for to be completed on a date certain.

### **5.15 RETAINAGE**

Not applicable.

### **5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK**

Not applicable.

### **5.17 SUSPENSION OF WORK**

The State Contract Manager may, for valid reason, issue a stop order directing the Contractor to suspend work under the Contract for a specific time. The Contractor shall be paid until the Effective Date of the stop order. The Contractor shall resume work upon the date specified in

the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director and the Contractor shall negotiate an equitable adjustment, if any, to the Contract price.

#### **5.18 CHANGE IN LAW**

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this Contract, the Contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the Contractor shall negotiate an equitable adjustment, if any, to the Contract price.

#### **5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)**

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the Contract, the Contractor may apply to the Director, on the anniversary of the Effective Date of the Contract, for a Contract price increase. The Contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this Contract during the prior year. The Contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming Contract year. No retroactive increases will be approved by the Director.

#### **5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

Not Applicable.

#### **5.21 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>. The Contractor must submit invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must be in strict accordance with the firm, fixed prices submitted on the RFP pricing sheets.

Invoices must also be submitted for any special Projects, additional work or other items properly authorized and satisfactorily completed under the Contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

##### **5.21.1 PAYMENT TO CONTRACTOR**

###### **5.21.1.1 BILLING ADJUSTMENTS - TAXES**

In no event shall the Contractor adjust the price it charges pursuant to this RFP on Account of any costs it incurs, whether or not anticipated, or assess any additional charges with one exception. The only price changes allowed are the direct pass through of legislated or regulatory tax or fee increases or decreases that are directed at unit prices per kWh, such as legislated sales tax increases or decreases. Any other legislated or regulatory price changes are the responsibility of the Bidder and should be included in the Full-Requirements Firm Fixed Price.

#### **5.21.1.2 INVOICING AND PAYMENT**

Participants agree that, on a monthly basis, the Contractor shall render to Participants an invoice for electricity supplied to each Account through direct billing. All billing amount calculations shall be rounded to the nearest cent. Payment shall be made within sixty (60) days from the date of such invoice according to the Prompt Payment Act (P.L. 1987, C. 184), N.J.S.A. 52:32-32 et. seq.

#### **5.21.1.3 DUAL BILLING REQUIRED**

EDECA allows for two billing options: the Customer may elect to receive two bills, one from the LDC and another from an Electric Generation Supplier; or, the Customer may receive a consolidated bill from its LDC. Under this Contract, all Participants elect to receive, and all Contractors must provide, a separate bill for Electric Generation Service only. The appropriate LDC's must be notified by the Contractor in adequate advance notice so as not to jeopardize any switchover deadlines.

#### **5.21.1.4 BILL DESCRIPTIONS**

The bill for electricity supply must maintain the original LDC Account name and number on the bill at all times. Usage in whole kilowatt hours by Account number for the month must be shown. The billing period must clearly be shown. The Contractor may add to this his own Account number and other information as needed. The Contractor must make LDC Account number changes on the bill if made by the LDC, and not cancel the Account unless provided for under section 5.22 and 5.25.

#### **5.21.1.5 RECORD RETENTION**

The Parties shall retain billing and other records for a period of two (2) years following the expiration of the term of this Contract so as to permit either Party to confirm the validity of payment due or made; provided, however, that if either Party disputes the validity of any payments within two years of the expiration of the term of this Contract, the Parties will retain all records related to the dispute until it is finally resolved.

#### **5.21.1.6 DISPUTES AND ADJUSTMENTS OF INVOICES**

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, provided under this Contract or adjust any invoice for an arithmetic or computational error within twenty-four (24) months from the date of the invoice or adjustment. Any invoice dispute or adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within fifteen (15) business days of such resolution. The State Contract Manager must first be made aware of the dispute in writing. If the State Contract Manager cannot arrive at a resolution for the Parties, a complaint will be issued by the State Contract Manager to the Contract Compliance and Administrative Unit, within the Division of Purchase & Property for resolution.

#### **5.21.1.7 VERIFICATION**

In the event of a dispute regarding any invoice issue or payment due under this Contract, each Party will have the right to verify, at its sole expense, the accuracy of the invoice or the calculation of the payment due by obtaining copies of relevant portions of the books and records

of the other Party. The right of verification will survive the termination of this Agreement for a period of two (2) years after termination.

## **5.22 EVENTS OF DEFAULT**

5.22.1 An Event of Default under this Contract will occur if the Contractor:

5.22.1.1 is the subject of a voluntary bankruptcy, foreclosure, insolvency or similar proceeding, which results in the Contractor failing to provide services under this Contract;

5.22.1.2 makes an assignment for the benefit of its creditors;

5.22.1.3 applies for, seeks consent to, or agrees to the appointment of a receiver, custodian, trustee, liquidator, or similar official to manage all or a substantial portion of its assets;

5.22.1.4 is dissolved (other than through a consolidation or merger);

5.22.1.5 has a secured Party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets;

5.22.1.6 violates any federal, State, or local code, regulation or statute applicable to the supply of Electric Generation Service in a manner that materially and adversely affects the Party's performance under this Contract;

5.22.1.7 fails to supply Electric Generation Service for any above reason other than an event of Force Majeure, as defined in section 5.25; or

An Event of Default under this Contract with respect to an individual Account will occur if a Participant:

5.22.2.1 fails to accept Electric Generation Service tendered by the Contractor, for any reason other than an event of Force Majeure (as defined in Section 3.17 of this RFP), or for the close of an Account for any business reason, fails to make payment on undisputed amounts due for Electric Generation Service within 15 days of notice from the Contractor that such payment is late. (As defined in Section 5.21.1.2, a late payment is late only if it has not been paid within sixty (60) days from the date of the invoice. If the Participant Account is still late with payment for 61 days or more for an undisputed amount the Contractor will receive interest fees in accordance with the New Jersey Prompt Payment Act.

## **5.23 TERMINATION**

5.23.1 If either Party defaults on any term and condition of the Contract, and if said Party fails to cure or make substantial progress to cure any such default within thirty (30) days after written notice to the other Party of such default, then the non-defaulting Party shall be entitled, after giving written notice hereunder and the reason for such termination, to terminate the Contract. The termination of this Contract shall become effective after the lapse of such thirty (30) day period, unless within such thirty (30) day period the defaulting Party has remedied the events or circumstances specified in the notice or a plan for remedying them has been accepted by the non-defaulting Party.

5.23.1 With regard to default by specific Participants listed in Appendix B, as described in Section 3.14.2, the Contractor, in addition to any other remedy it may have, may suspend or terminate further sale and delivery of Electric Generation Services to the defaulting Participant,

and, in the case of suspension, such suspension shall continue until undisputed amounts are paid. The Participant and the State's Contract Manager must be informed of such action at least fifteen (15) days prior to the action.

The waiver by either Party of a breach of any provision of this Contract or event of default as defined herein shall not operate or be interpreted as a waiver of any subsequent breach or default.

## **5.24 DAMAGES**

5.24.1 Any Participant failing to receive electricity from Contractor in the manner or at the rate prescribed may:

5.24.1.1. Procure, or make any arrangements necessary or desirable to procure electricity, in an amount equal to the Supply Shortfall, on the sole basis as such Participant is entitled to receive electricity under the Contract (i.e., firm electric supply), for the period of such Failure to Supply.

5.24.1.2 Make any arrangements necessary or desirable in order to attempt to mitigate its cost, its out-of-pocket cost, or the effect on its operations, arising from the Failure to Supply; such arrangements may include arrangements to purchase electricity for a reasonable time after the Failure to Supply ends, and/or in amounts greater than the Supply Shortfall, if made in good faith.

5.24.2 The Contractor shall be liable for all costs incurred directly or indirectly by or on behalf of a Participant or the State as result of any Failure to Supply or event of default. The costs for which Contractor is liable hereunder include (without duplication): 1) the Incremental Cost of Electricity purchased by a Participant, acting in a commercially reasonable manner, in excess of the amounts that would have been paid to Contractor under this RFP had there been no Failure to Supply or default, which includes the costs of full requirements firm fixed price service; and, 2) the costs of all actions taken pursuant to this Section.

5.24.3 Damages resulting from the failure of a Participant to accept Electric Generation Supply tendered by the Contractor under this Agreement shall consist of the positive difference (if any) between the amounts that would have been payable to the Contractor (net of sales and use tax) under the Contract had the Participant purchased Electric Generation Supply from the Contractor and the amount realized by the Contractor in disposing, in a reasonable commercial manner, of the Electric Generation Supply not accepted by the Participant.

5.24.4 Net Out of Settlement Amounts: After damages have been determined under this Section 5.24, the amount of damages due and owing will be reconciled with payments already made by Supplier. The defaulting Party shall quantify all amounts that are due to the non-defaulting Party by netting out (a) all amounts that are due to the non-defaulting Party under the Contract, plus, at the option of the non-defaulting Party, the performance security available to the non-defaulting Party under Section 7.4 against (b) all amounts that are due from the non-defaulting Party, so that all such amounts shall be netted out to a single liquidated amount payable by one Party to the other.

## **5.25 FORCE MAJEURE**

5.25.1 The Contractor shall not be responsible for non-delivery of electricity to any Account as a result of a Force Majeure event for the duration of a Force Majeure event. Force Majeure shall mean the following:

5.25.2 A failure that is the direct result of an event that is beyond the control of the Party that fails to perform, or that is the direct result of the consequences of such event, and such event or consequences could not have been avoided by the exercise of reasonable foresight or action.

5.25.3 An interruption or outage on the LDC's system that affects any Account. Examples of interruptions of an LDC's system include, but are not limited to: 1) a tree falls on a power line and disrupts service, 2) an auto accident knocks down a service line pole, 3) the utility schedules construction, maintenance or repair (scheduled interruption), 4) the power pool mandates reduced usage or curtailment to avoid system failure, or 4) a winter ice storm disrupts service. However, the Contractor will cooperate with the LDC, the Participants and any other Party to the outage in all efforts to restore delivery of electricity to an Account.

A Force Majeure event shall not include any events or consequences that result from a Party's negligence, willful misconduct, or economic hardship, including increases in the price or cost of Electric Generation Service to the Contractor to service Participants.

## **5.26 CONTRACT PARTIES**

The Parties to this Contract are the Contractor and the State of New Jersey.

## **5.27 MODIFICATIONS TO STANDARD TERMS AND CONDITIONS**

The following amends and modifies the Standard Terms and Conditions attached:

<b>Section</b>	<b>Modification</b>
<b>1.9</b>	<u>Delete</u> Section 1.9. Building codes and uniform construction codes do not apply to this Contract.
<b>2.3b</b>	<u>Delete</u> item b. under Section 2.3. Automobile Insurance is not required under this Contract.
<b>3.3a</b>	<u>Delete</u> item a under Section 3.3. Bid Security not required.
<b>3.5a</b>	<u>Delete</u> item a. under Termination Section 3.5, entitled "For Convenience." Item a. does not apply to this Contract.
<b>3.7</b>	<u>Delete</u> Sections 3.7, 3.8, 3.9, and 3.10. As noted in Section 3.8.1 of the RFP the State may add Accounts to the Contract, however, the Contractor may reject such additions. Therefore, the sections that indicates extension of the Contract to other political subdivisions, volunteer fire departments, colleges, etc., do not apply to this Contract.
<b>3.13</b>	Delete the following items from Section 3.13, a., b., c., d., e., and f. Only item g. from this section is applicable to this Contract.
<b>3.17</b>	<u>Delete</u> in Section 3.17 the following clause, "before making an award" in the first sentence.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

### **6.2 BIDDER QUALIFICATION REVIEW**

6.2.1 The initial Stage 2 Qualification Submission will be reviewed for completeness. Any potential Bidder that does not submit anything at the time of the initial Stage 2 Qualification Submission is due will be non-responsive to the bid submission requirements.

6.2.2 If deficiencies are discovered in the Stage 2 Qualification completeness review, the Bidder will be notified in writing (Email, fax or letter) by the Purchase Bureau as to the nature of the deficiencies and will be required to resubmit corrected copies of their Stage 2 documents with the Stage 3 Bid Proposal or Refreshments as specified in Section 4.4.5 and 4.5.3 in order to be considered for award. Bidders may submit, adjust, correct, revise, supplement or replace any initial Stage 2 submission item. Bidders that fail to correct deficiencies found in the Stage 2 Qualification Submission may be rejected. Stage 2 Qualification Submissions will be reviewed for responsiveness and responsibility and Bidders will be notified of that review after receipt of a Stage 3 Bid Proposal.

### **6.3 GENERAL CRITERIA**

Following the Stage 3 bid opening and subsequent Refreshments, Stage 2 and Stage 3 submissions will be evaluated together in accordance with the following procedure:

Bid Proposals will be checked against the criteria listed below. Those Bid Proposals that are automatically rejected will not be reviewed further.

6.3.2 In order for a Bid Proposal to be considered responsive to this RFP, the Bidder must comply with all of the mandatory procedures and requirements of the RFP and must agree to all of the material terms and conditions contained in the RFP. Failure to do so will result in Bid Proposal rejection.

6.3.3 The Evaluation Committee will review bids for responsiveness and responsibility as follows:

#### **6.3.3.1. Responsiveness**

In order for a Bid Proposal to be considered fully responsive, a Bidder must hold all the licenses and certifications specified on the date of the Stage 3 bid opening. A Bidder that does not hold all the licenses and certifications will be judged non-responsive. To be responsive, the Bidder must agree to provide electricity supply and perform other work as specified in the RFP. In addition, to be responsive, the Bidder must agree to the terms and conditions provided in the RFP, complete the attachments provided with this RFP or their equivalents, and provide the information as required in this RFP.

### 6.3.3.2. Responsibility

In order to be considered responsible, a Bidder must have a public record, which indicates that it is ready, able and willing to perform the required work and has satisfactorily performed such work in the past. A responsible Bidder must have:

6.3.3.2.1 Financial resources, insurance and other liability guarantees, technical qualifications, experience, organization and facilities adequate to carry out the Project, or a demonstrated ability to obtain these. The Bidder's documented experience in successfully completing commodities market Contracts similar to those on which it bids will be reviewed. Documented experience can be shown by number of successful years in the business, number of client Accounts, the size and load of such Accounts, and client references, among other factors. In addition, the Evaluation Committee will review the overall ability of the Bidder, as judged by the State, to gear-up, undertake and successfully complete the Contract within the required schedule or on time.

6.3.3.2.2 Satisfactory performance record for completion of Contracts.

6.3.3.2.3 Accounting and auditing procedures adequate to control property, funds and assets, as required in this RFP.

6.3.3.2.4 Demonstrated compliance or willingness to comply with the civil rights, equal employment opportunity, labor law and other statutory requirements under New Jersey State law.

Bidders who fail to meet the minimum thresholds for these key components will be considered non-responsive to the bid submission requirements and will not be awarded a Contract.

## **6.4 SPECIFIC BID PROPOSAL EVALUATION CRITERIA**

The Bid Proposals will be subjected to further evaluation based on the following:

### **6.4.1 BPU ELECTRICITY SUPPLIERS LICENSE REVIEWED**

The Bidder's BPU license as an electricity supplier will be reviewed. Any Bidder that does not hold a BPU Electricity Supplier license or has had its Electricity Suppliers license suspended, revoked or restricted by the BPU in any way that affects this Contract will be determined to be non-responsive to the bid submission requirements. A bid submission by a Bidder that does not hold a current and valid BPU Electricity Suppliers license will be considered non-responsive to the bid submission requirements and ineligible for Contract award.

### **6.4.2 PRICE PROPOSAL EVALUATED AGAINST TRIGGER PRICES**

Each Bidder's unit prices submitted for each Tariff Group will be evaluated against a Trigger Price established by the State for each Tariff Group before Stage 3 bid opening. No review of bids will be performed where unit prices are determined to be above the Trigger Price. Any bid price above the Trigger Price in any Tariff Group will be determined to be ineligible for Contract award. Trigger Prices will not be disclosed to Bidders until after an award for that Tariff Group is issued.

### **6.4.3 ALL OTHER SUBMISSIONS EVALUATED**

The Evaluation Committee will evaluate all other submissions, excluding price, and render a final determination on responsiveness and responsibility in each Tariff Group for each Bidder.

#### **6.4.4 PRICE EVALUATION**

The Evaluation Committee will review the bid price submissions for every responsive and responsible Stage 3 Bidder.

6.4.4.1 If no bids are received where a unit bid price is equal to or less than the Trigger Price for a specific Tariff Group, no Contract for that Tariff Group will be awarded and the affected Tariff Group may be eligible for bid Refreshment in a subsequent round of bidding.

If only one bid is received where the unit price is equal to or less than the Trigger Price for a Tariff Group, the Evaluation Committee will recommend that bid for Contract award and there will be no further evaluation of the bid price.

6.4.4.3 The Evaluation Committee will further evaluate bid prices when it determines that it has received 2 or more responsive and responsible bids in a Tariff Group where the unit bid prices are equal to each other (tie). When this occurs, the Evaluation Committee shall subject the bid prices to an extended price evaluation based on the Environmental Label Information. If tie bids are within the same service term, the Evaluation Committee will recommend Contract award to the Bidder with highest Class I renewable percentage noted on its Environmental Label. If the tie bids in a Tariff Group straddle service terms (i.e. the same bid price for a 12-month term and a 36-month term), the Evaluation Committee will recommend Contract award to the 36-month service term.

6.4.4.4 As a result of this evaluation process, it is possible that not all Tariff Groups will be awarded for the same service term. Some Tariff Groups may be awarded for 12 months and other Tariff Groups may be awarded for 36 months.

#### **6.5 BID DISCREPANCIES**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

#### **6.6 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE**

The Director reserves the right to reject any and all bids, or to award in whole or in part as deemed to be in the best interest of the State. He shall have authority to award a Contract to the Bidder best meeting specifications and bid conditions, and who is determined to have offered the most advantageous bid to the State, price and other factors considered.

#### **6.8 NOTICE OF INTENT TO AWARD**

The Purchase Bureau will notify all Stage 3 Bidders in writing (by fax and/or Email) of the Director's intent to award a Contract. It is anticipated that this notice will occur the day after the Stage 3 bid opening. Bidders not receiving an award will have a minimum of 4 hours to protest the award decision pursuant to the rules of the Division of Purchase and Property, N.J.A.C.

17:12-3.3 et seq. The duration of the protest period will depend on the time the Evaluation Committee and the Purchase Bureau can evaluate bids and issue a Notice of Intent to Award.

## **6.9 CONTRACT AWARD**

Contract Awards will be made by letter signed the Director of the Division of Purchase and Property to the awardees within 47 hours of any round of Stage 3 bid submission. Following all the rounds of bidding and submission of insurance and performance bonds, all Contractors will receive a formal signed Notice of Term Contract Award.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State Contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any Contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political Party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the Contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any state or county Party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third Parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a Contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political Party committee during certain specified time periods

b) Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the Contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.State.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a Contract under this RFP, as well as future Contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.State.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his Designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the Contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of Contract that poses a conflict of interest in the awarding of the Contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such Contract.

### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Contractor receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.State.nj.us](http://www.elec.State.nj.us).

### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

### **7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 3, 2005, all Contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer.

### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a Contract primarily for services with the State of New Jersey must disclose the location by country where services under the Contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.State.nj.us/treasury/purchase/bid/summary/06-X38569.shtml>.

### **FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

### **A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the Contract, the Contractor or Subcontractor, who had a Contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract, which Contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 01 20 06 of the RFP, unless previously approved by the Director and the Treasurer.

## **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made within 47 hours of bid submission. Any or all Bid Proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

## **7.3 INSURANCE CERTIFICATES**

The Contractor shall provide the State with current certificates of insurance for all coverage required by the terms of this Contract, naming the State as an Additional Insured.

## **7.4 PERFORMANCE BOND**

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 01 20 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.State.nj.us/treasury/purchase/bid/summary/06X38569.shtml>. A performance bond is required. The amount of the performance bond shall be calculated in accordance with

sections 7.4.1 and 7.4.2 below. The Contractor must provide the performance bond within thirty (30) days of the Effective Date of the Contract award. The performance bond must remain in full force and effect for the term of the Contract and any extension thereof. Within thirty (30) days of the anniversary of the Contract Effective Date, the Contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the Contractor until such time the Contractor complies with this requirement.

#### **7.4.1 PERFORMANCE BOND FOR 12-MONTH SERVICE CONTRACT**

For a 12-month service Contract the amount of the performance bond shall be equal to the total kilowatt hours awarded multiplied by \$0.0010. For example, Tariff Group X has a total of 200,000,000 kWhs for a 12-month service term Contract. The performance bond for Tariff Group X for the 12-month service Contract is \$200,000 (200,000,000\*\$0.0010).

#### **7.4.2 PERFORMANCE BOND FOR 36-MONTH SERVICE CONTRACT**

For a 36-month service Contract the amount of the performance bond shall be equal to the total kilowatt hours awarded multiplied by \$0.0010 for the first year. However, the amount of the bond shall decline by one third each Contract year. For example, Tariff Group X has a total of 600,000,000 kWhs for the 36-month service Contract. The first year the performance bond for Tariff Group X is \$600,000 (600,000,000\*\$0.0010). The second year the performance bond shall be only two (2) thirds of the bond required the first year so the bond required in the second year is \$400,000 (600,000,000\*\$0.0010\*0.66667). The third year the performance bond shall be only one (1) third of the bond required the first year so the bond required in the third year is \$200,000 (600,000,000\*\$0.0010\*0.33333).

#### **7.4.3 PERFORMANCE BONDS BY TARIFF GROUP**

The performance bond required for each Tariff Group will vary depending on the service term awarded. A Contractor winning Contracts for multiple Tariff Groupings may combine the performance bond amounts as determined above and provide a single performance bond. A company authorized to do business in the State of New Jersey must execute all bonds and bonding arrangements must meet the approval of the Director, Division of Purchase and Property. The performance bond shall be maintained in full force and effect for the entire period of the Contract and any extensions thereof. The cost of the performance bond shall be included in the bid prices.

#### **7.4.4 CONTRACTOR SHALL FURNISH SUBSTITUTE BOND**

If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where the Project is located or ceases to meet the requirements of this RFP, the Contractor shall within 5 days thereafter substitute another bond and surety, both of which shall be offered for the State's approval.

#### **7.4.5 DRAW ON THE PERFORMANCE BOND**

The State may draw on the performance security to cover the State's costs associated with ensuring the continuing, uninterrupted supply of electricity to Participant(s) in the event of Contractor's non-performance or default, or for payment of any amount payable by Contractor to any such Party which is more than thirty days past due or for default of the Contractor for any reason.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the Contract.

The State Contract Manager for this Project will be identified at the time of execution of Contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, Division, Agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an Agency Contract where only one State office uses the Contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the Contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the Contractor will contact **after the Contract is executed** for answers to any questions and concerns about any aspect of the Contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the Contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the Contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the Contract must notify and coordinate the use of the Contract with the State Contract Manager.

Additional Responsibilities of the State's Contract Manager include:

- a) serving as the State's central-point-of-contact for all questions regarding the Contract;
- b) working with the Contractor to arrange for additional Participants to be added to the Contract;
- c) mediating and working to resolve any disputes or issues arising between Participants and the Contractor;
- d) advising the Participants of Contract award(s), notifying them of Contract rates, and otherwise providing guidance to the Participants on functions of the Contract;
- e) requesting copies of Participant billings to check for correct billing and reports and works with the Contractor and Participant to resolve any disputes;
- f) initiating and arranging for re-bid of the Contract;
- g) advising Participants of impending Contract extensions or re-bids; and
- h) initiating Contract termination procedures in the event of default.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any Contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the Contract by Contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor can not resolve a dispute with Contract users.

**Appendix A - List of Accounts**

# **Appendix A**

## **List of Accounts**

The list of accounts will be posted separately

# **Appendix B**

# **Participants**

## State of New Jersey

**Corrections - ACWYCF**  
 (Allen C. Warner Youth Correctional Facility)  
 Admin: Amy Denny, Business Manager  
 Facilities: Randal Bryson, Director Facilities  
 Ward Ave, Burlington NJ 08505  
 908-226-0000 ext 1615  
 Accts Payable: Margaret Kuhn, Buyer  
 PO Box 300, Burlington NJ 08505  
 908-224-1607

**Corrections - ADTC**  
 (Adult Diagnostic & Treatment Center)  
 Admin: James Taylor, Business Manager  
 Facilities: Thomas Carbone, Maintenance Engineer  
 814-6000 Way, Assect NJ 07001  
 732-574-2250 ext 3006  
 Accts Payable: Suzanne Hill, Pmt Adm/ Acct Clerk  
 9 Proccution Way, Assect NJ 07001  
 732-574-2250 ext 5454

**Corrections - B8P**  
 (Days de State Prison)  
 Admin: Linda Hunt, Business Manager  
 Facilities: Fred Micyant, Engineer in Charge  
 4208 S. Delsea Dr., Lumburg NJ 08827  
 908-732-0134 CCINeb@doc.state.nj.us  
 Accts Payable: Barbara Noblet, Supervisor of Accts  
 4208 S. Delsea Dr., Lumburg NJ 08827  
 908-732-0040 ext 3809 CCINeb@doc.state.nj.us

**Corrections - CO**  
 (Central Office)  
 Admin: Alan Lavado, Administrative Analyst  
 Whiteley Rd. P.O. Box 463, Trenton NJ 08625  
 Facilities: Wilson Bullard, Engineer in Charge  
 Whiteley Rd. P.O. Box 463, Trenton NJ 08625  
 609-292-0739 Wilson.Bullard@doc.state.nj.us  
 Accts Payable: Im Martinez, Supervisor of Accts  
 Whiteley Rd. P.O. Box 463, Trenton NJ 08625  
 609-294-6445 im.martinez@doc.state.nj.us

**Corrections - CRAP**  
 (Central Reception & Assignment Facility)  
 Admin: Charles Simons, Business Manager  
 Facilities: Brian Irving, Engineer in Charge  
 Shyversal Ave. Trenton NJ 08625  
 609-777-8948  
 Accts Payable: Jill Vogel, Supervisor of Accts  
 PO Box 7450, Trenton NJ 08625  
 609-777-5740

## State of New Jersey

**Corrections - E1SP**  
 (East Jersey State Prison)  
 Administrative: Edwin Gut, Business Manager  
 Facilities: Lewis Kochera, Maintenance Engineer  
 Ramway Ave, Avenal NJ 07001  
 908-499-5272  
 Accts Payable: Dolma Jones, Supervisor of Accts  
 Attn: Business Office Lock Bag #17, Ramway NJ 07001  
 908-499-5408

**Corrections - GSYCF**  
 (Greene State Youth Correctional Facility)  
 Admin: Steven J. Goodkos, Acctg. Administrative  
 Facilities: Jeff Miller, Maintenance Supervisor  
 PO Box 11401, Yardville NJ 08622  
 609-294-2016  
 Accts Payable: Marilyn Goodwin, Head Clerk Bookpr  
 PO Box 11401, Yardville NJ 08622  
 609-294-8300 ext 2137

**Corrections - M5CF**  
 (Mid-State Correctional Facility)  
 Administrative: Larry Denny, Business Manager  
 Facilities: Russell Gilbert, Engineer in Charge  
 PO Box 806, Range Rd., Wingstown NJ 08662  
 908-722-4221 Ext 5217  
 Accts Payable: Patrick Brown, Admin. Analyst I  
 PO Box 806, Range Rd., Wingstown NJ 08662  
 908-722-4544

**Corrections - MYCF**  
 (Mountain View Youth Correctional Facility)  
 Administrative: James Leroy, Business Manager  
 Facilities: Richard Green, Engineer in Charge, Maint  
 31 Petticoat Lane, Annandale NJ 08801  
 908-506-6002 UOlibreco@doc.state.nj.us  
 Accts Payable: Brenda Abel, Management Assistant  
 31 Petticoat Lane, Annandale NJ 08801  
 908-508-0151 ext 7418 CO.Abel@doc.state.nj.us

**Corrections - NJ5P**  
 (New Jersey State Prison)  
 Administrative: Tania P. Boregomen, Business Manager  
 Facilities: David Hoffman, Engineer in Charge, Maint.  
 PO Box 881 3rd & Federal Sts. Trenton NJ 08625  
 609-222-6700 ext 4816  
 Accts Payable: Barbara Shaffer, Sr. Fiscal Analyst  
 PO Box 881 3rd & Federal Sts. Trenton NJ 08625  
 908-341-1011

**Corrections - NSP**  
 (Northern State Prison)  
 Administrative: Lee W. Wally, Business Manager  
 Facilities: Jim Carey, Engineer in Charge  
 185 Fremont RD 071-4  
 908-735-0000 ext 4936 jimcc.carey@doc.state.nj.us  
 Accts Payable: Raquel Pereira, Head Clerk Book.  
 PO Box 2000 185 Fremont Rd 071-4  
 908-735-0000 ext 1316 raquel.pereira@doc.state.nj.us

## State of New Jersey

## Corrections - RBP

(Revised State Prison)

Administrative: Alfred Ortiz, Administrator

Facilities: Raymond Albert, Engineer in Charge, Male

Delaware St. Pr. RT, Camden, NJ 08104-9104

856-325-6624

Acctg Payable: Robert Blau, Business Manager

PO Box 0104 Camden NJ 08104-0104

950-225-5705 Robert.Blau@dn.state.nj.us

## Corrections - SSGF

(Southern State Correctional Facility)

Administrative: Frank Onorato, Business Manager

Facilities: Karl Meyer, Engineer in Charge, Male

PO Box 150, Delmont NJ 08317

856-782-6639

Acctg Payable: Cathy Jones, Purchasing Assistant

PO Box 150, Delmont NJ 08317

856-705-6644

## Corrections - SWSR

(Southwest State Prison)

Administrative: William R. Hunkler, Business Mgr.

Facilities: Lou Finger, Chief Operating Eng near

215 Burlington Rd, Burlington NJ 08009

856-458-7333 loufinger@dn.state.nj.us

Acctg Payable: MaryAnn Wuzzeck, Fin. Clerk

215 Burlington Rd, Burlington NJ 08009

856-458-7327 maryannw@dn.state.nj.us

## Dept. of Transportation (DOT)

At: Alan Lerner, Admin Analyst I

689-633-2371 alan.lerner@dn.state.nj.us

## Environmental Protection

(TEP-0075)

Acctg Payable: An Esposto

PO Box 412, Trenton NJ 08625-0412

609-984-4495 anesp@dep.state.nj.us

## Human Services - Ancora Psychiatric Hospital

At: David Winkler, Business Manager

202 Spring Garden Rd. Ancora, NJ 08607-3606

609-967-7233 dwinkler@dn.state.nj.us

## Human Services - Greystone Park Psychiatric Hospital

At: James Linnane, Business Manager

Business Office, Greystone Park, NJ 07700

973-222-4604 jlinnae@dn.state.nj.us

## Human Services - Hagedorn Psychiatric Hospital

At: Jerry Vichone, Business Manager

230 Santorum Sc. Glen Gardner, NJ 08520

938-557-2141

## State of New Jersey

## Human Services - New Lisbon Development Center

At: William Brown, Business Manager

Rt 72, New Lisbon, NJ 08964

609-994-4022

## Human Services - Trenton Psychiatric Hospital

Frank Goetz, Analyst

PO Box 1666, West Trenton, NJ 08624

609-324-1528 frank.goetz@dn.state.nj.us

## Human Services - Woodbine Developmental Center

At: John Shikowski, Jr., Engineer in Charge

1175 Dr. Hitch Ave., Woodbine, NJ 08270

609-361-0027

## Human Services - Woodbridge Developmental Center

At: Israel Lieberman, Business Manager

Kenway Ave. PO Box 150, Woodbridge, NJ 07095

732-456-5517 ilieberman@dn.state.nj.us

## Law &amp; Public Safety - JJC, Johnstone Campus

Admin: Dan Perrino, Chief Approval Officer

Facilities: Jerry Smulik, Analyst I

1001 Spruce St, Trenton, NJ 08625

609-622-6887 Danperrino@NJJC.org

Acctg Payable: Jan Perrino, Chief Approval Officer

Burlington St. PO Box 475, Bankstown, NJ 08505

609-324-6222

## NJ School for the Deaf - Katzenback Campus

Admin: Aleya Baskin, Business Manager

Facilities: Greg Hodge, Dir. Grounds &amp; Maintenance

260 Sullivan Way, PO Box 525, Trenton, NJ 08625-0525

609-520-4004 greg.hodge@msd.state.nj.us

Acctg Payable: Kathleen Monahan, Program Specialist

260 Sullivan Way, PO Box 525, Trenton, NJ 08625-0525

609-520-4100 kathleen\_monahan@msd.state.nj.us

## Treasury - General Accounts

Administrative: Christopher Chiarama, Fiscal Manager

Facilities: Robert Wright, Const. Mgmt. Specialist

PO Box 225, 3rd Fl. Trenton, NJ 08625

609-777-3265 robert.wright@treasury.state.nj.us

Acctg Payable: Sarah Paul, Fin. Fiscal Analyst

PO Box 626, Trenton, NJ 08625

609-661-4328 sarahpaul@treasury.state.nj.us

**Universities****New Jersey City University**

**Administrative:** Howard Radzinski, VP Admin & Fin  
**Facilities:** Angelo Agosta, Assoc VP Facilities  
 2004 Kennedy Blvd, Jersey City NJ 07302  
 201-200-9191 agosta@njcu.edu  
**Accts Payable:** Eric DeWozzho, Dir of Purchasing  
 2000 Kennedy Blvd, Jersey City NJ 07302  
 201-200-9150 edewozzho@njcu.edu

**Commission****Palisades Interstate Park Commission**

**Admin:** Mary Therese, Director  
**Facilities:** Jim Hall, Superintendent NJ Section  
 PO Box 150, Alpine NJ 07620  
 201-780-1500 jhall@palisadespark.org  
**Accts Payable:** Dana Robinson, Admin Assistant  
 Admin Bldg., Swan Mt., State Park  
 Egg Mountain NY 10917  
 845-788-2701 x224 dambond@palisadespark.org

**Authorities****New Jersey Turnpike Authority**

**Administrative:** Greg Hill, P.E., Sr. Project Manager  
**Facilities:** Greg Hill, P.E., Sr. Project Manager  
 P.O. Box 335, Hightstown NJ 08520  
 609-423-8348 hillg@turnpike.state.nj.us  
**Accts Payable:** Denise T. S. Clibborn, Sr. Mgr.  
 PO Box 1121 East Brunswick, NJ 08902  
 732-247-0300 x 5144 hillg@turnpike.state.nj.us

**New Jersey Water Supply Authority**

**Admin:** Frank Szymanski, Finance Manager  
**Facilities:** Gary Conz, Supervisor, Facilities  
 PO Box 5130, Clinton NJ 08809  
 908-830-6121 ext 254 gconz@njwasa.org  
**Accts Payable:** Michael Citarelli, Chief Oper. Officer  
 PO Box 5130, Clinton NJ 08809  
 908-830-6121 ext 732 mcitarelli@njwasa.org

**New Jersey Transit**

**Administrative:** Dave Gillespie, Mgr, Energy Programs  
**Facilities:** Jason Gillespie, Manager, Energy Programs  
 One Penn Plaza East, 5th Fl., Newark NJ 07102-2246  
 973-491-3522 jgillespie@njtransit.com  
**Accts Payable:** Bonnie Downing  
 N. Transit Energy Bldg - HB&E-11,  
 PO Box 6277, Somerset NJ 08876-6277  
 732-748-4248 bdowning@energy.schwe.com

**Appendix C - Summary of Tariff Groups And Total Energy Requirements**

**Appendix C –  
Summary of Tariff Groups  
And  
Total Energy Requirements**

## Appendix C

## State of New Jersey: Summary of Tariff Groups and Total Estimated Energy Requirements

Utility	Tariff	Accounts	Kilowatt Hours
ACE	AGSPRIMARY	5	72,396,962
<b>ACE Totals</b>		<b>5</b>	<b>72,396,962</b>
JCP&L	GT	11	151,375,934
JCP&L	GP	12	49,577,802
<b>JCP&amp;L Totals</b>		<b>23</b>	<b>200,953,736</b>
PSE&G	LPLS	10	57,695,675
PSE&G	LPLP	53	173,114,009
PSE&G	HTS	6	122,480,495
<b>PSE&amp;G Totals</b>		<b>69</b>	<b>353,290,179</b>
Utility		Accounts	Kilowatt Hours
ACE		5	72,396,962
JCP&L		23	200,953,736
PSE&G		69	353,290,179
<b>Total</b>		<b>97</b>	<b>626,640,877</b>

## **Appendix D**

### **Detailed Account Usage Data (Recent 12 Months Historical)**

Appendix D will be posted as a separate document

# **Attachment 1**

## **Bid Price Sheets**

Stage 3 Bid Proposal Submission

Some or all of these sheets may be submitted in a bid refreshment

**Attachment 1 a.  
RFP 06-X-38569  
Bid Price Sheet**

**LDC: Atlantic City Electric  
Annual General Service Primary (AGS-Pri) Tariff Grouping**

**Total Number of Accounts in Tariff Grouping:** 5

**Total estimated kilowatt-hours based upon historic usage:**

12-month service	
term:	72,396,962
36-month service	
term:	217,190,886

**\*BIDDER TO ENTER REQUIRED INFORMATION BELOW\***

**Bidder Name:** \_\_\_\_\_

**Bid Price**

(\$ per kWh to 5 decimal places)

<b>Service Term</b>	<b>Unit Price (\$/kWh)</b>
<b>12-month:</b>	
<b>36-month:</b>	

**Note**

**1:** The bidder must attach the Environmental Disclosure Label in accordance with Section 4.5.4

**Note**

**2:** Contractors awarded a contract for the 12-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 12-month service term as set forth above

**Note**

**3:** Contractors awarded a contract for the 36-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 36-month service term as set forth above

**Note**

**4:** Decimal places of six or more submitted in the unit bid price will be dropped and not considered in the evaluation of bids nor will they be acceptable in the awarded contract

**Attachment 1 b.**

**RFP 06-X-38569**

**Bid Price Sheet**

**LDC: Jersey Central Power and Light  
General Service Transmission (GT) Tariff Grouping**

**Total Number of Accounts in Tariff Grouping: 11**

**Total estimated kilowatt-hours based upon historic usage:**

**12-month service term: 151,375,934**  
**36-month service term: 454,127,802**

**\*BIDDER TO ENTER REQUIRED INFORMATION BELOW\***

**Bidder Name:** \_\_\_\_\_

**Bid Price**

(\$ per kWhs to 5 decimal places)

<b>Service Term</b>	<b>Unit Price (\$/kWh)</b>
<b>12-month:</b>	
<b>36-month:</b>	

**Note**

**1:** The bidder must attach the Environmental Disclosure Label in accordance with Section 4.5.4

**Note**

**2:** Contractors awarded a contract for the 12-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 12-month service term as set forth above

**Note**

**3:** Contractors awarded a contract for the 36-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 36-month service term as set forth above

**Note**

**4:** Decimal places of six or more submitted in the unit bid price will be dropped and not considered in the evaluation of bids nor will they be acceptable in the awarded contract

**Attachment 1 c.  
RFP 06-X-38569  
Bid Price Sheet**

**LDC: Jersey Central Power and Light  
General Service Primary (GP) Tariff Grouping**

**Total Number of Accounts in Tariff Grouping:** 12

**Total estimated kilowatt-hours based upon historic usage:**

12-month service term:	49,577,802
36-month service term:	148,733,406

**\*BIDDER TO ENTER REQUIRED INFORMATION BELOW\***

**Bidder Name:** \_\_\_\_\_

**Bid Price**

(\$ per kWhs to 5 decimal places)

<b>Service Term</b>	<b>Unit Price (\$/kWh)</b>
<b>12-month:</b>	
<b>36-month:</b>	

**Note**

**1:** The bidder must attach the Environmental Disclosure Label in accordance with Section 4.5.4

**Note**

**2:** Contractors awarded a contract for the 12-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 12-month service term as set forth above

**Note**

**3:** Contractors awarded a contract for the 36-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 36-month service term as set forth above

**Note**

**4:** Decimal places of six or more submitted in the unit bid price will be dropped and not considered in the evaluation of bids nor will they be acceptable in the awarded contract

**Attachment 1 d.  
RFP 06-X-38569  
Bid Price Sheet**

**LDC: Public Service Electric and Gas  
Large Power and Light-Secondary (LPLS) Tariff Grouping**

**Total Number of Accounts in Tariff Grouping:** **10**

**Total estimated kilowatt-hours based upon historic usage:**

<b>12-month service term:</b>	<b>57,695,675</b>
<b>36-month service term:</b>	<b>173,087,025</b>

**\*BIDDER TO ENTER REQUIRED INFORMATION BELOW\***

**Bidder Name:** \_\_\_\_\_

**Bid Price**

(\$ per kWhs to 5 decimal places)

Service Term	Unit Price (\$/kWh)
<b>12-month:</b>	
<b>36-month:</b>	

**Note**

**1:** The bidder must attach the Environmental Disclosure Label in accordance with Section 4.5.4

**Note**

**2:** Contractors awarded a contract for the 12-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 12-month service term as set forth above

**Note**

**3:** Contractors awarded a contract for the 36-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 36-month service term as set forth above

**Note**

**4:** Decimal places of six or more submitted in the unit bid price will be dropped and not considered in the evaluation of bids nor will they be acceptable in the awarded contract

**Attachment 1 e.  
RFP 06-X-38569  
Bid Price Sheet**

**LDC: Public Service Electric and Gas  
Large Power and Light-Primary (LPLP) Tariff Grouping**

**Total Number of Accounts in Tariff Grouping:** 53

**Total estimated kilowatt-hours based upon historic usage:**

12-month service term:	173,114,009
36-month service term:	519,342,027

**\*BIDDER TO ENTER REQUIRED INFORMATION BELOW\***

**Bidder Name:** \_\_\_\_\_

**Bid Price**

(\$ per kWhs to 5 decimal places)

<b>Service Term</b>	<b>Unit Price (\$/kWh)</b>
<b>12-month:</b>	
<b>36-month:</b>	

**Note**

**1:** The bidder must attach the Environmental Disclosure Label in accordance with Section 4.5.4

**Note**

**2:** Contractors awarded a contract for the 12-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 12-month service term as set forth above

**Note**

**3:** Contractors awarded a contract for the 36-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 36-month service term as set forth above

**Note**

**4:** Decimal places of six or more submitted in the unit bid price will be dropped and not considered in the evaluation of bids nor will they be acceptable in the awarded contract

**Attachment 1 f.  
RFP 06-X-38569  
Bid Price Sheet**

**LDC: Public Service Electric and Gas  
High Tension Service (HTS) Tariff Grouping**

**Total Number of Accounts in Tariff Grouping:** 6

**Total estimated kilowatt-hours based upon historic usage:**

12-month service term:	122,480,495
36-month service term:	367,441,485

**\*BIDDER TO ENTER REQUIRED INFORMATION BELOW\***

**Bidder Name:** \_\_\_\_\_

**Bid Price**

(\$ per kWhs to 5 decimal places)

<b>Service Term</b>	<b>Unit Price (\$/kWh)</b>
<b>12-month:</b>	
<b>36-month:</b>	

**Note**

**1:** The bidder must attach the Environmental Disclosure Label in accordance with Section 4.5.4

**Note**

**2:** Contractors awarded a contract for the 12-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 12-month service term as set forth above

**Note**

**3:** Contractors awarded a contract for the 36-month service term must calculate the performance bond in accordance with Section 7.4 and the total estimated kWhs over the 36-month service term as set forth above

**Note**

**4:** Decimal places of six or more submitted in the unit bid price will be dropped and not considered in the evaluation of bids nor will they be acceptable in the awarded contract