



Request for Proposal 08-x-39537

For: Municipal / Local Government Energy Audit Program

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	12/17/07	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.2 for important details about the new electronic bid option.)	N/A	N/A
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.3 for more information.)	01/31/08	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>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input checked="" type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input checked="" type="checkbox"/> I</p> <p><input checked="" type="checkbox"/> II</p> <p><input checked="" 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

Date: 12/04/07

Using Agency

State of New Jersey
Board of Public utilities
Office of Clean Energy
44 South Clinton Avenue
Trenton, NJ 08625

Table of Contents

NOTICE TO BIDDERS	5
1.0 INFORMATION FOR BIDDERS.....	6
1.1 PURPOSE AND INTENT	6
1.2 BACKGROUND.....	6
1.2.1 ENGAGEMENT PROCESS	8
1.3 KEY EVENTS.....	8
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	8
1.3.2 MANDATORY PRE-BID CONFERENCE.....	9
1.3.3 SUBMISSION OF BID PROPOSAL	9
1.4 ADDITIONAL INFORMATION.....	9
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	9
1.4.2 BIDDER RESPONSIBILITY	10
1.4.3 COST LIABILITY	10
1.4.4 CONTENTS OF BID PROPOSAL.....	10
1.4.5 BID OPENING.....	10
1.4.6 PRICE ALTERATION.....	10
1.4.7 BID ERRORS.....	10
1.4.8 JOINT VENTURE.....	11
2.0 DEFINITIONS.....	12
2.1 GENERAL DEFINITIONS.....	12
2.2 CONTRACT SPECIFIC DEFINITIONS	13
3.0 SCOPE OF WORK.....	14
3.1 GENERAL REQUIREMENTS	14
3.2 SPECIFIC REQUIREMENTS.....	14
3.3 THE MUNICIPAL AUDIT PROGRAM	14
3.3.1 STATE AGENCIES, COMMISSIONS, AUTHORITIES, ETC....	14
3.3.2 MUNICIPALITY OR LOCAL GOVERNMENT ENTITIES.....	14
3.3.3 ELEMENTS OF THE AUDIT REPORT	15
3.4 PROJECT SCHEDULE	16
3.5 PROJECT CONTROL	16
3.6 ENTRANCE CONFERENCE.....	16
3.7 INTERMITTENT CONFERENCES.....	16
3.8 MONTHLY PROGRESS REPORT.....	16
3.9 DRAFT FINAL AUDIT REPORT.....	17
3.10 EXIT CONFERENCE	17
3.11 FINAL AUDIT REPORT.....	17
3.12 WORK PAPERS.....	17
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	19
4.1 GENERAL	19
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	19
4.3 NUMBER OF BID PROPOSAL COPIES.....	19
4.4 BID PROPOSAL CONTENT	19
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	20
4.4.1.1 SIGNATORY PAGE.....	20
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	20
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	20
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	20
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	20
4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS.....	21
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	21
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	21

4.4.3.2 AFFIRMATIVE ACTION.....	21
4.4.3.3 SERVICES SOURCE DISCLOSURE FORM.....	21
4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM.....	21
4.4.3.5 SUBCONTRACTOR UTILIZATION FORM.....	22
4.4.4 TECHNICAL PROPOSAL	22
4.4.4.1 MANAGEMENT OVERVIEW	22
4.4.4.2 CONTRACT MANAGEMENT	24
4.4.4.3 CONTRACT SCHEDULE.....	24
4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN.....	24
4.4.4.5 POTENTIAL PROBLEMS	24
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE	24
4.4.5.1 LOCATION.....	24
4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)	24
4.4.5.3 RESUMES	24
4.4.5.4 BACKUP STAFF	25
4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM).....	25
4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	25
4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER.....	25
4.4.5.8 SUBCONTRACTOR(S).....	26
4.4.6 PRICE SCHEDULE.....	27
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	28
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	28
5.2 CONTRACT TERM AND EXTENSION OPTION	28
5.3 CONTRACT TRANSITION.....	28
5.4 CONTRACT AMENDMENT	28
5.5 CONTRACTOR RESPONSIBILITIES	29
5.6 SUBSTITUTION OF STAFF	29
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	29
5.8 OWNERSHIP OF MATERIAL	30
5.9 DATA CONFIDENTIALITY	30
5.10 NEWS RELEASES.....	31
5.11 ADVERTISING	31
5.12 LICENSES AND PERMITS	31
5.13 CLAIMS AND REMEDIES.....	31
5.13.1 CLAIMS.....	31
5.13.2 REMEDIES.....	31
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	31
5.14 LATE DELIVERY.....	31
5.15 RETAINAGE.....	32
5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK	32
5.17 SUSPENSION OF WORK.....	32
5.18 CHANGE IN LAW.....	32
5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)	32
5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	32
5.21 FORM OF COMPENSATION AND PAYMENT.....	33
5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD.....	33
5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07 27 07	34
5.22.1 PATENT AND COPYRIGHT INDEMNITY	34
5.22.2 INDEMNIFICATION	34
5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE	35
6.0 PROPOSAL EVALUATION	36
6.1 PROPOSAL EVALUATION COMMITTEE	36
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	36
6.3 EVALUATION CRITERIA	36
6.3.1 TECHNICAL EVALUATION CRITERIA	36
6.3.2 BIDDER'S PRICE SCHEDULE	37
6.3.3 BID DISCREPANCIES	37
6.3.4 EVALUATION OF THE BID PROPOSALS	37

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	37
7.0 CONTRACT AWARD.....	39
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	39
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	39
7.1.1.1 DEFINITIONS	39
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	39
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	40
7.1.1.4 STATE TREASURER REVIEW	40
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271.....	41
7.1.2 SOURCE DISCLOSURE REQUIREMENTS.....	41
7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2.....	41
7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS	41
7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129.....	41
7.2 FINAL CONTRACT AWARD	42
7.3 INSURANCE CERTIFICATES	42
7.4 PERFORMANCE BOND	42
8.0 CONTRACT ADMINISTRATION.....	43
8.1 CONTRACT MANAGER	43
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	43
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	43
9.0 PRICE SCHEDULE	44
ATTACHMENT 1.....	45

NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce Commission. The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

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 Board of Public Utilities (BPU), Office of Clean Energy (OCE). The purpose of this RFP is to solicit bid proposals to pre-qualify contractors to perform Municipal / Local Government Energy Audits.

The intent of this RFP is to award contracts to a maximum of six (6) responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered. Thirty three percent or two (2) of the contracts awarded are set-aside for small businesses (SBE) registered with the State. If the State cannot make an award to the SBEs, other non SBE bidders will be eligible for contract award. These bidders will subsequently be eligible for engagement under this contract in accordance with the engagement process described in section 1.2.1. However, the State cannot estimate the number of municipal or local government entities that may actually request such audits authorized under this contract. The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 07 27 07 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.

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendors, is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The BPU administers New Jersey's Clean Energy Program which includes a number of programs that support energy efficiency and use of renewable energy technologies in buildings. The programs are funded through monies collected from electric and natural gas utility customers and are deposited into a Trust Fund held by the State of New Jersey.

By Order dated December 22, 2006, Docket No. EX04040276, the BPU approved a number of programs to be implemented in 2007 and specific budgets for those programs. The 2007 program and budgets approved by the Board included funding for a Municipal / Local Government Energy Audit Program.

The management audit program being developed by the BPU has two components. The first component is the RFP and the contract resulting from the RFP. Through the resulting contracts, municipalities and local government entities may engage an energy audit firm to evaluate the energy efficiency of their facilities and receive recommendations on ways to improve energy efficiency. The municipality or local government entity must pay the contractor for the energy audit regardless of the status of the second component.

The second component is a program to reimburse the municipality or local government entity for some or all of the cost of the audit and for some or all of the cost of implementing the recommendations to improve energy efficiency. The reimbursement program was not designed at the time this RFP was written. After this contract is awarded, contractors and the municipalities and local government entities should keep in contact with the OCE on the status of the reimbursement program and become informed on the rules and procedures to apply for and receive reimbursement. If a municipality or local government entity is not eligible to receive reimbursement or the reimbursement program is not implemented, it must still pay the contractor for the audit. Reimbursement will depend, in part, on the amount of funds available.

In addition, although this contract is open to cooperative purchasing, only the municipal and local government entities are eligible to participate in the Municipal Audit Program. State agencies, commissions, authorities and the like are permitted to engage a vendor from the pre-approved list of contractors for the purpose of having energy audits performed on their facilities but are ineligible to receive reimbursement from the Municipal Audit Program.

The Municipal Audit program is designed to provide a limited amount of reimbursements to those municipalities that participate in the BPU's Municipal/ Local Government Energy Audit program (Municipal Audit Program), a detailed description of which can be found below and is included in Attachment 1 (pages 2 – 5 with a budget line item contained in Appendix 1).

The program will be implemented as follows:

- a) Treasury and BPU staff will form a Committee and establish, based in its review of the proposals received in response to this RFP, a list of six (6) qualified contractors that are available for engagement directly with municipal or other local governmental agencies to provide energy audit services.
- b) The list of contractors shall include hourly rates for the provision of energy audit services.
- c) Municipalities or other local governmental entities will request proposals from contractors on the approved Treasury list. The solicitation will include a description of the facilities which will be audited.
- d) Contractors shall provide the municipality or other local governmental entity a proposal of the cost to perform the energy audit based upon the hourly rates provided in response to this RFP. Proposals to municipalities or other local governmental entities shall be on a fixed fee basis only and shall not be, in whole or in part, contingent on any other factors such as shared savings, commissions, or percentages of project costs or reimbursement from the BPU.
- e) If reimbursement for the cost of the audit is desired by the municipality or other local governmental entity, a request for reimbursement of a portion of the estimated cost of the energy audit must be submitted to the OCE, before the audit is performed.
- f) The OCE or its contractor will review requests for funding and issue incentive commitment letters to applicants that meet program requirements provided that sufficient funding remains available.
- g) The municipality or other local governmental entity will contract directly with the firm selected to perform the energy audit.
- h) Upon completion of the audit the municipality or other local government entity must pay the contractor regardless of whether or not it is eligible for reimbursement.

1.2.1 ENGAGEMENT PROCESS

The scope of work and request for competitive price quotes for each audit shall be developed on an individual audit basis by the engagement entity. The request shall be sent from the engagement entity and shall specify the nature, scope and goals of the audit.

An energy auditing firm will be engaged in accordance with the engagement entity's needs and the following process:

If a contractor is not able to participate in a specific audit due to a conflict of interest or scheduling, it shall decline the request for a competitive quote in writing to the requester.

For each request, each contractor that does not have a conflict of interest or scheduling problem shall respond within ten (10) business days with a comprehensive work plan, which shall include, but not limited to, the following:

- A detailed proposal or Work Plan to perform the scope of work reflecting the requirements of the engagement for competitive price quotes in accordance with the audit specific requirements of section 3.0 of this RFP.
- A contract schedule that shall identify the associated deliverable items to be submitted as evidence of completion of each task and/or sub-task
- The contract authorized all inclusive hourly rate in addition to person-hour and/or labor category mix: A comprehensive chart showing the person-hours proposed to meet the requirements of the request for competitive quotes. The chart shall be designed to reflect the tasks, sub-tasks, or other work elements required by the request for competitive quote. The chart shall set forth, for each task, sub-task or other work element, the total number of person-hours, by labor category, proposed to complete the engagement. The hourly rates used for each labor category shall be the all-inclusive hourly rates specified in the contract.
- A firm fixed price for the engagement based on the contract hourly rates and chart detailed above.

Subsequent to receipt of the bid proposals, an evaluation committee (Committee), composed of members from the requester, will convene and evaluate the proposals. The Committee will determine if the aforementioned technical requirements have been met and will rank the proposals accordingly. The evaluation of the proposals and the selection of the awardee will be based on price and other factors. All respondents will be notified of a decision by the Committee via facsimile.

1.3 KEY EVENTS

1.3.1 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. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal 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.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

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>.

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. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

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.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 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.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 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.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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.

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

None

3.0 SCOPE OF WORK

3.1 GENERAL REQUIREMENTS

The engagement entities interested in having an energy audit performed may engage a contractor from those awarded a contract that have agreed to be open to cooperative purchasing partners. The municipality or other local governmental entity may contract directly with any firm on the list selected to perform an energy audit. The BPU may reimburse the municipality or other local governmental entity for a portion of the cost of the energy audit provided that all program requirements are met (see section 1.2, Background, for additional details related to reimbursement).

3.2 SPECIFIC REQUIREMENTS

The engagement entity or cooperative purchase partner will identify the specific facilities for which an energy audit shall be performed. The selected contractor shall perform an energy audit of all buildings and facilities within 60 days of the date of the engagement for energy audit services between the engagement entity or cooperative purchasing partner and the energy audit contractor.

The energy audit shall assess current energy usage and costs, and identify, analyze and recommend energy efficiency measures, renewable energy systems and strategies for the purchase of energy. The energy audit shall include a complete inventory of meters and billing points for all sources of energy. The goal of the energy audit is to identify opportunities for reducing energy costs.

3.3 THE MUNICIPAL AUDIT PROGRAM

The Municipal Audit program is designed to provide a limited amount of reimbursements to those municipalities that participate in the Municipal Audit program, a detailed description of which can be found below and is included in [Attachment 1](#) (pages 2 – 5 with a budget line item contained in Appendix 1).

3.3.1 STATE AGENCIES, COMMISSIONS, AUTHORITIES, ETC...

Although this contract is open to cooperative purchasing, only the municipal and local government entities are eligible to participate in the Municipal Audit Program. State agencies, commissions, authorities, etc... are permitted to engage a vendor from the pre-approved list of contractors for the purpose of having energy audits performed on their facilities but are ineligible to receive reimbursement from the Municipal Audit Program.

3.3.2 MUNICIPALITY OR LOCAL GOVERNMENT ENTITIES

This portion of the audit program is designed to make the municipality or local government entities eligible for reimbursement for some or all of the cost of the audit and for some or all of the cost of implementing the recommendations to improve energy efficiency. However, the Municipal Audit program is designed to provide a limited amount of reimbursements only to those municipality or local government entities that participate in the Municipal Audit Program (additional details relative to the Municipal Audit Program can be found in [Attachment 1](#) pages 2 – 5).

3.3.3 ELEMENTS OF THE AUDIT REPORT

The contractor shall prepare an energy audit report that incorporates each of the following elements:

- a) Historic Energy Consumption: 1) Compile energy usage and costs for each facility/building for the twelve months prior to the audit including kW, kWh, BTUs, therms, etc. and shall include billing meter readings that corroborate usage. 2) Identify the utility rate schedule under which services are provided to each meter. 3) Enter the required building and utility data into the U.S. Environmental Protection Agency's (EPA) *Portfolio Manager* energy benchmarking system. Note the EPA Score for each building, and provide the information necessary to access the *Portfolio Manager* account.
- b) Facility or Measure Description: Characterize building usage and occupancy profiles, facility size, construction features including an assessment of the building envelope (windows, doors, insulation, etc.) and equipment description and operations.
- c) Equipment List: Provide a detailed inventory of equipment, which contains pertinent information for all energy consuming equipment including estimate of equipment efficiency and remaining useful life. For example, for lighting, for each area of each building, provide existing fixture type, existing lamp type, existing lamp count and existing ballast type, current watts per fixture and current energy cost per room/building. Similar detail should be provided for other equipment.
- d) Energy Conservation Measures: Provide a narrative summary for each energy conservation measure recommended. For example, for lighting recommendations, for each area of each building, provide proposed fixture type, proposed lamp type, proposed lamp count, proposed ballast type, total watts per proposed fixture, projected energy savings per room, projected energy cost savings per room and before and after lighting levels. Similar detail should be provided for other measures.
 1. Clearly document the key assumptions made in analyzing each measure and describe the method of analysis. Provide the following for each recommended energy conservation measure:
 - Description of energy conservation measure
 - Estimated installation cost and source of cost estimate
 - Estimated energy savings (kW, kWh, therms, etc.)
 - Estimated annual energy cost savings (including any assumptions regarding future energy costs, life of measure, etc.)
 - Estimate of any rebates/financial incentives available through New Jersey's Clean Energy Program or from other sources
 - Estimated annual operating cost savings
 - Estimated lifetime energy cost savings
 - Simple payback
 - Estimated return on investment
 - Options for funding the installation of recommended measures
- e) Renewable/Distributed Energy Measures: The contractor shall perform a high level assessment of renewable and distributed energy technologies which includes:

1. Recommendations on the potential/viability of various renewable/distributed energy technologies
 2. Identification of available grants and incentives and sources of funding
 3. Analysis of costs and savings comparing current and future costs of electric and thermal energy with and without each technology assessed
- f) Energy Purchasing and Procurement Strategies: For each facility:
1. Develop a load profile for each electric and natural gas account
 2. Provide an analysis of the utility tariff under which the facility is currently served
 3. Assess potential savings from purchasing from third party suppliers
- g) Method of Analysis: Provide a description of and documentation for and tools used to perform energy use and energy savings estimates.
1. Clearly identify all assumptions and estimates used in the analysis

3.4 PROJECT SCHEDULE

It is the intent of this RFP that all work be completed within the timeframe set forth in the Work Plan as specified in [section 1.2.1](#).

3.5 PROJECT CONTROL

The contractor shall report directly to the engagement entity; however, the OCE Contract Manager shall have oversight authority over the Municipal/Local Government Energy Audit Program if the engagement entity is eligible for reimbursement. The OCE anticipates that the management of the Municipal/Local Government Energy Audit Program will be performed by TRC Energy Services, the firm presently engaged by the BPU as the Commercial and Industrial (C&I) energy efficiency Market Manager, (C&I Market Manager) T# 2334. The contractor shall keep the OCE Contract Manager or the C&I Market Manager informed of Work Plan timelines and relevant project issues at all times. All written and oral communications shall be directed to the C&I Market Manager and the municipality or other local governmental entity. If a situation is urgent, the OCE Contract Manager, or the C&I Market Manager and the engagement entity shall be notified immediately. The contractor may be requested to discuss the audit's progress with the OCE Contract Manager, or the C&I Market Manager and the municipality or other local governmental entity as necessary.

3.6 ENTRANCE CONFERENCE

Upon the award of the engagement, the contractor shall schedule and attend a meeting within **five (5) business days** with the engagement entity to discuss all pertinent items relative to the subject audit.

3.7 INTERMITTENT CONFERENCES

The contractor shall attend meetings to discuss any and all pertinent items as requested by the OCE Contract Manager, C&I Market Manager and/or the engagement entity.

3.8 MONTHLY PROGRESS REPORT

The contractor shall submit a monthly written report to the OCE Contract Manager, C&I Market Manager and the engagement entity for any month in which work was performed. The report

shall consist of a general narrative providing adequate and detailed information regarding the status of an audit with an explanation of any discrepancies between the approved work plan ([section 1.2.1](#)) and actual progress that shall be due to the OCE Contract Manager, C&I Market Manager and the engagement entity within five (5) business days.

3.9 DRAFT FINAL AUDIT REPORT

A draft of the final audit report including a summary of the audit process and all recommendations shall be submitted in accordance with the Work Plan ([section 1.2.1](#)). After appropriate review and authorization by the C&I Market Manager, the contractor shall release the draft report to the engagement entity and/or any other party as determined by the C&I Market Manager for its review. The municipality or other local governmental entity's critique of the draft report shall be confined to factual discrepancies and communicated to the C&I Market Manager. Subsequently, the C&I Market Manager shall authorize the preparation of the final audit report. The engagement entity and/or any other party as determined by the C&I Market Manager will be permitted to comment upon the contractor's findings and recommendations after the OCE Contract Manager and the C&I Market Manager have approved the final report for release. These comments shall be incorporated into the contractor's final audit report.

3.10 EXIT CONFERENCE

Upon completion of the audit engagement and prior to submission of the final audit report, the contractor shall meet with the C&I Market Manager and the engagement entity staff to discuss audit findings.

3.11 FINAL AUDIT REPORT

If the audit is reimbursable, the contractor shall provide three (3) copies of the final report, one (1) for the OCE Contract Manager, one (1) for the C&I Market Manager and one (1) for the engagement entity. The final audit report shall be released only upon authorization from the OCE Contract Manager, the C&I Market Manager and the engagement entity. If the audit is not reimbursable, the contractor shall provide one (1) copy of the report only to the engagement entity.

3.12 WORK PAPERS

Work papers developed during the engagement shall be the property of the contractor. The contractor shall, at any given time during the course of the audit and at the conclusion thereof, make the work papers developed during the engagement available to the OCE Contract Manager or the C&I Market Manager if applicable and the engagement entity for inspection or review. These work papers shall include:

- (a) The facts gathered and documents obtained
- (b) Computations and analyses performed
- (c) Other pertinent data relating to the audit

The contractor shall index all Audit work papers in a logical manner and show evidence that each work paper or group of papers has been subjected to appropriate supervisory review. Work papers must show the name of the auditor who prepared the paper and must be clearly titled and dated.

The contractor shall retain all Audit work papers for a period of not less than five (5) years from date of receipt of the contractor's final payment and shall be made available to the OCE Contract

Manager or the C&I Market Manager and the municipality or other local governmental entity when requested.

The contractor shall provide photocopies and/or digital copies of these papers upon request of the engagement entity and, if applicable, the OCE Contract Manager or the C&I Market Manager., .

4.0 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.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.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 BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **ten (10) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. 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 bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

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/08-x-39537.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.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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/08-x-39537.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

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/08-x-39537.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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/njbgs 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 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.shtml>

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

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/08-x-39537.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

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/08-x-39537.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form.

<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.shtml>. Refer to section 7.1.2 of this RFP.

4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.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/08-x-39537.shtml>.

4.4.3.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.shtml> should be completed and submitted with the bid proposal.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, [Section 3.0](#). The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract.

4.4.4.1 MANAGEMENT OVERVIEW

a. Narrative

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. The 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 reiteration 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.

b. Case Study of Energy Audit of Example City Facilities

The bidder shall supply a written case study that explains how it would perform a comprehensive energy audit of *Example City* facilities based on the information specified in this RFP. The example of the Example City facilities are listed below.

Example City Facilities Description

This hypothetical energy audit is requested for three buildings owned by the City: City Hall, the Police Building and the Court House. These three buildings are all supplied from the same electric service. However, each building has its own natural gas service.

The City Hall was built in 1910-11. It is a three story structure and most of the city's administration is located in the building. A major renovation was completed in 1970-71. At this time air conditioning was added to the building. The City Hall building contains approximately 40,000 square feet.

The Police Department is housed in a building for which the exact date of construction was not known. An addition was added to the building when the police department moved there in the 1980's. The building contains two floors, and has approximately 15,000 square feet of floor area.

The City Court House is the newest building of the trio, having been constructed in the early 1980's. It is a one story building which contains the court room, offices for the various court functions, and the Judge's chambers. This building contains about 10,000 square feet.

The buildings' lighting sources are a mix of T-12 Fluorescent lighting with magnetic ballasts, including 4-foot linear, U-Tube fixtures, and a few 8-foot fixtures as well. Most of the exit signs have two incandescent lamps. There are also several 175-watt multi-vapor fixtures.

The three *Example City* buildings are heated and cooled using a variety of HVAC systems. There are gas-fired hot water systems in conjunction with natural gas fired roof top units, as well as PTAC units mounted on the exterior walls. One building also uses natural-gas fired forced air furnaces for heating.

Case Study

The case study represents that specific part of the energy auditing proposal in which the bidder shall present, with all its attendant strategic and budgetary details a comprehensive energy audit of the *Example City* facilities noted above. The bidder shall consider all pertinent contractor responsibilities contained in Section 3.0 of the RFP when presenting the case study as part of the overall proposal.

The bidder shall describe the overall approach to the case study. The overall approach should include, but not limited to:

- Management Overview which provides the approach to the audit and how the contractor will successfully complete the requirements of the RFP;
- Detailed Work Plan which provides an audit guide for each function of the RFP;
- Contract Management which describes the contractor's cooperative project management approach;
- Contract schedule which contains the key deadlines and project deliverables; and
- Potential problems are identified along with associated solutions.

In addition, the bidder shall include an explanation that contains the following:

- What minimum information is required for your company to make an accurate assessment of a particular facility;
- What level of detail can your company provide to the State based on the detail level provided for the three (3) facilities listed above;
- If the information provided above relative to the three (3) facilities is sufficient, why is it so;
- What information would you like to have in order to provide the most accurate assessment?

The bidder shall provide examples of prior energy audits conducted by the bidder that demonstrate its capacity to fulfill the scope of work requirements for BPU.

The above indicated case study represents that specific part of the energy auditing proposal in which the bidder shall present, with all its attendant strategic and budgetary details a comprehensive management audit of the Example City. The bidder shall consider all pertinent contractor responsibilities as contained in [section 3.0](#) of the RFP when presenting the case study as part of the overall proposal.

4.4.4.2 CONTRACT MANAGEMENT

Not applicable to this procurement

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement

4.4.4.5 POTENTIAL PROBLEMS

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.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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.

4.4.5.1 LOCATION

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.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing

contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP, which should include any New Jersey utilities. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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 should 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.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

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.

4.4.5.8 SUBCONTRACTOR(S)

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.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

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.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

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.

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.

4.4.6 PRICE SCHEDULE

The price schedule is included in section 9.0 of the RFP.

Refer to the term, Labor Rate (Fully Loaded Firm Fixed Price) as defined in Standard Definitions (Section 2.1) for a thorough understanding of this term.

The bidder shall provide a budget using only price lines provided on the Price Schedule for the case study that it is proposing. If a labor category is not provided on the Price Schedule, the bidder shall fit its staff into the price line that best meets the job function of that staff. The budget will be used to rank the cost of bid proposals.

The Unit Price column shall reflect the bidder's proposed means of budgeting contract work. If awarded a contract, the Unit Price column shall be the method for providing cost estimates for specific engagement. If a labor category is not proposed for the case study but is one that is included on the Price Schedule and may be used over the term of the contract, that rate shall be included in the Price Schedule. If a bidder does not plan to use a staff person to fulfill a specific labor category over the term of the contract, that Price Line should be left blank.

The bidder must price its staff using the job titles provided in the Price Schedule. Changes, modifications or additions to job titles shall not be permitted.

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 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.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 07 27 07, 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 three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.shtml>. If delays in the bid process result in an adjustment of 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 two (2) additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

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

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed 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 to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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 to this procurement

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

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)

Not applicable to this procurement

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07 27 07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.shtml>. The contractor must submit official State invoice forms to the engagement entity with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must be submitted subsequent to the acceptance of the final report by the engagement entity and, if applicable, the OCE Contract Manager and the C&I Market Manager. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the hourly rates submitted for each professional on the RFP pricing sheets. All invoices must be approved by the engagement entity and, if applicable, the OCE Contract Manager and the C&I Market Manager before payment will be authorized.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07 27 07

NJ Standard Terms and Conditions version 07 27 07 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08-x-39537.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07 27 07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07 27 07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;

2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07 27 07.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Not applicable to this procurement.

6.0 PROPOSAL EVALUATION

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 local governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

Bid proposals shall be evaluated based upon the following criteria:

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented

experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total case study price located on the attached Price Sheet

6.3.3 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 corrected sum of the column of figures.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

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 or 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.

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/08-x-39537.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 on 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 07 27 07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. 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 coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

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.

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.

9.0 PRICE SCHEDULE

MUNICIPAL / LOCAL GOVERNMENT ENERGY AUDIT PROGRAM

Bid Number 08-X-39537

Bidder's Name: _____

Refer to [RFP Section 2.1](#) for the definition of Labor Rate (Fully Loaded Fixed Price).

The case study represents that specific part of the management auditing proposal in which the bidder shall present, with all its attendant strategic and budgetary details a comprehensive general management audit of Example City. The bidder shall consider all pertinent contractor responsibilities as contained in [section 3.0](#) of the RFP when presenting the case study as part of the overall proposal.

Price Line	Labor Rate (Fully Loaded Firm Fixed Price)	Unit	Unit Price	Budget Hours	Total Price*
1.	Engineer	Hour			\$
2.	Energy Auditor	Hour			\$
3.	Laborer	Hour			\$
4.	Technician	Hour			\$
5.	HVAC Specialist	Hour			\$
6.	*Total Labor (lines 1 through 5)				\$

*Price used to rank bids.

For the purpose of the case study, the bidder must price its staff using the job titles provided in the Price Schedule. Changes, modifications or additions to job titles shall not be permitted.

ATTACHMENT 1



New Jersey's Clean Energy Program
2007 Supplemental Compliance Filing

Commercial & Industrial Energy
Efficiency Programs
Managed by TRC as C&I Market Manager



July 18, 2007

New Jersey's Clean Energy Program 2007 C&I Supplemental Compliance Filing

Introduction

TRC submits the following as a supplement to its June 29, 2007 Compliance Filing. This supplement provides program descriptions and budgets for two new programs to be managed by TRC, the Commercial and Industrial Energy Efficiency Market Manager. These programs are:

- Municipal/Local Government Audit Program
- K-12 Schools Energy Education Program (SEEP)

Appendix A - includes a statewide summary of the C&I Market Manager proposed 2007 budget which has been modified to reflect the allocation of budget for the Municipal/Local Government Audit Program. A budget has also been provided for the K-12 Schools Energy Education Program.

Appendix B – contains the Revised 2007 OCE Oversight Budget which demonstrates the allocation of Outreach and Education Grants budget to the Schools Energy Education Program.

Municipal/Local Government Audit Program

Description

The New Jersey Board of Public Utilities (the Board) has authorized the use of \$1,000,000 under docket number EX04040276, dated December 21, 2006, for an incentive program to subsidize the cost to municipalities or other governmental agencies of having an energy audit of their facilities performed.

Specific program details will be developed in answer to the questions posed below. In concept, the program will be implemented as follows:

1. Treasury will establish, based in its review of the proposals received in response to an RFP, a list of qualified contractors that are available to contract directly with municipal or other governmental agencies to provide energy audit services.
2. The list of contractors will include hourly rates for the provision of energy audit services.
3. Municipalities or other governmental entities will request proposals from contractors on the approved Treasury list. The solicitation will include a description of the facilities which will be audited.
4. Contractors will provide the municipality or other governmental entity an estimate of the cost to perform the energy audit based upon the hourly rates provided in response to the RFP. Proposals to municipalities or other governmental entities shall be on a fixed fee basis only and shall not be, in whole or in part, contingent on any other factors such as shared savings, commissions, or percentages of project costs.
5. The municipality or other governmental entity will submit a request for reimbursement of a portion of the estimated cost of the energy audit to the OCE's Commercial/Industrial Market Manager, TRC Energy Services.
6. The Market Manager will review requests for funding, including scope and cost, and issue incentive commitment letters to applicants that meet program requirements provided that sufficient funding remains available.
7. The municipality or other governmental entity will contract directly with the firm selected to perform the energy audit.
8. Upon completion of the audit, the Market Manager will review the contractor's audit report and, provided that all program requirements are met, the BPU will reimburse the municipality or other governmental entity for a portion of the cost of the energy audit.

The Municipal Audit Program will also be designed to provide incentives for the municipality or other governmental entity to implement specific measures recommended in the energy audit that meet certain financial thresholds to be determined in the final program design.

In order to provide incentives, there are a number of operational functions which must be defined and provided. The key elements which need to be articulated — along with

TRC's present thoughts — include but are not limited to the following. We will recommend specifics for this program during the design phase:

- *What will the amount of the incentives be?* Other, similar State programs presently offer from 50 – 75% audit cost rebates. Additional incentives up to total of 100% are available for certain customer classes and/or for performing recommended upgrades.
- *Will there be per site and/or per governmental organization caps?* NJCEP has a 'caps' policy in place covering all its C&I programs. TRC will review this to see if this particular program has any characteristics that warrant exceptions.
- *Can this program also be applied to New Jersey Housing and Mortgage Finance Agency projects?* As a "governmental entity," we recommend NJHMFA be eligible to apply on behalf of buildings in its portfolio.
- *What mechanism will be in place to review and assess audit reports eligible for incentives?* Final incentives would not be disbursed until TRC had reviewed and approved the final audit report to ensure it met program requirements.
- *Will there be a cost share requirement for qualifying audits?* Yes, programs all around the country have consistently found that this provides the greatest incentive for applicants to follow through with optimal upgrades.
- *Who will issue checks for rebates and administer program funds?* TRC's contract with NJBPU and Treasury requires it to perform this function under Treasury oversight.

As described below, the Program Guide developed during Phase 1 will contain specific answers for each of the above questions/issues.

In addition, a draft Request for Proposals (RFP) for Municipal Audit Contractors presently under review by the New Jersey Department of the Treasury is also attached for reference.

Phase 1: Program Design

TRC will start Program Design with a thorough review of both the existing literature available on public buildings energy audit issues around the country as well as comparable programs currently being offered by other States or utilities. Some of the sources that TRC has on hand and that will be reviewed include, but are not limited to, the following:

- New York State Energy Research and Development Authority (NYSERDA) multiple initiatives, including: *Flexible Technical Assistance, EnVest Program, and Technical Assistance (PON 1046)*.
- Wisconsin Focus on Energy, *Feasibility Study Grants*.
- American Public Power Association, *DSM/Energy Efficiency & Energy Audits*.
- ACEEE, *Database of Energy Demand Impacts*.
- California Energy Commission, *Database for Energy Efficiency Resources*.
- Northwest Power and Conservation Council, *Conservation Resource Comments Database*.

Informed by this review, TRC will then proceed in Program Design to develop each of the following program elements. As they are developed, they will be incorporated into a

Program Guide package for government applicants. This Guide will contain all of the elements listed below so as to provide government applicants with all the information and forms they need in a single source document:

- Definitions
- Acceptable or not acceptable
 - Types of energy audit services/scopes of work
 - Report contents
- Participants' eligibility requirements & incentive levels according to:
 - Project location & ownership
 - Types of governmental entities
- Program Incentive Caps:
 - Per applicant
 - Per facility
 - Per program year
- Forms and Program Data:
 - Applicant checklist
 - Facility data sheets
 - Program details
 - Standard terms and conditions
 - Technical assessment forms
 - Invoicing forms

A final, important element of Program Design will be the advertising/marketing campaign to raise awareness of this as a completely new offering from the Board. A direct marketing approach is suggested as the primary method for building awareness about the program due to the narrow selection criteria in defining the target market of only municipal or other governmental customers.

Phase 2: Program Implementation for Municipal/Other Governmental Customers

Program implementation includes the following elements, mirrored on the structure already approved and in place for the existing commercial/industrial programs:

- Program Administration — Database management; monthly, quarterly, & annual reporting; OCE committee participation & support including technical, marketing, & communications committees; ongoing program improvements.
- Advertising/marketing the program focused to the municipal or other governmental market sector — Design & implementation of an initial campaign.
- Pre-audit application processing, including receipt, review, rejection/approval and applicant notification, and tracking/recordkeeping.
- Post-audit application-for-payment processing, including receipt, review, rejection/approval and applicant notification, issuance of checks, tracking/recordkeeping and potential energy improvement calculation.
- Technical assistance and support and review of energy audit reports performed by a customer-selected vendor/consultant — Review of draft/final reports for scope compliance, technical adequacy, & economic accuracy.

- Technical assistance performed for customer in preparation of applications — Support customer procurement, including scope & cost for specific facilities & needs.
- Quality assurance inspections — Pre-audit building and equipment data verification.

The Cost section of this document shown below lays out both the proposed cost structure for this program as well as the costs per application for each of the above program implementation elements.

Delivery Method:

The Municipal/Local Government Audit Program will be managed by TRC as the Commercial & Industrial Market Manager.

Budget:

The statewide budget for this program for 2007 is attached in Appendix A.

Schedule:

TRC is prepared to begin Program Design immediately upon notice-to-proceed and anticipates having a complete draft Program Design Guide plus an Advertising/Marketing Campaign design ready for Board staff review within 30 days.

K-12 Schools Energy & Education Pilot Program

Background

In its September 14, 2006 Order, the New Jersey Board of Public Utilities (the Board) authorized the Office of Clean Energy (OCE) to develop and implement a pilot K-12 Schools Energy and Education Program (SEEP). The funding is included within the OCE's 2007 Marketing and Communications budget for Grants.

Program Description

The Schools Energy & Education Program (SEEP) will provide a range of services described below to educate students, teachers, and staff, while simultaneously enhancing schools' ability to manage operational energy use and to comprehensively access New Jersey Clean Energy Programs. Rather than directly delivering technologies, the program builds institutional and individual capacities to understand and implement energy and environmental concepts and measures in an ongoing fashion. The program aims to build a self-sustaining culture and to provide a set of tools that school districts can use on a continuing basis after formal program activities conclude. The program will be delivered at the school district level.

Target Market and Eligibility

SEEP aims at New Jersey schools that serve kindergarten through twelfth grade (K-12) populations. New Jersey is home to more than 5,000 school buildings, which are major energy consumers. These schools educate not only their students, but also their staffs, students' parents, and community members on a wide range of subjects. The techniques and value of energy efficiency and renewable energy technologies merit focused attention by schools. The energy utilities formerly operated schools energy education programs, which were suspended a few years ago. Then, a vendor received a grant to develop the Green Schools Program in Brick Township, which has been successfully implemented in both Brick Township and in the Toms River Regional Schools. This proposed SEEP will build on the lessons of the Green Schools Program as well as TRC's delivery of the Energy Smart Schools Program throughout New York State to pilot a second-generation school energy education/support program in additional school districts in the State.

Program Offerings and Incentives

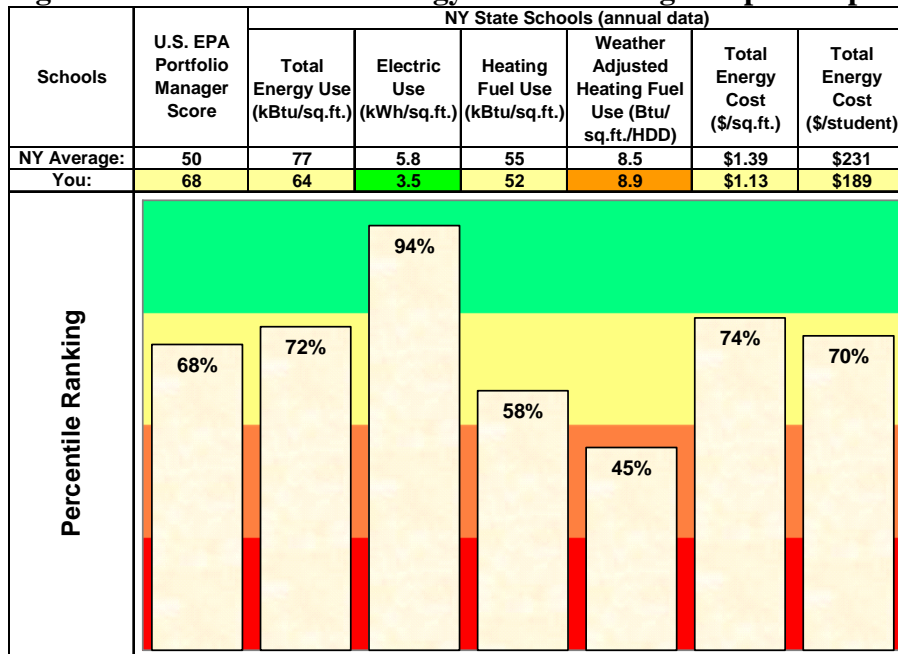
TRC will collect basic building characteristics for each school in a selected district. We will also collect at least 24 months worth of electric and heating fuel use and cost data, which will serve as each school's energy baseline. SEEP will enlist districts to refund a percentage (25-50%) of their certified savings to their Green Schools Teams, who will decide how best to re-invest these savings in additional energy educational and efficiency activities.

This building and utility data will be entered into and analyzed by TRC's proprietary Building Energy Performance in Schools (BEPS) system. Each school's benchmarking

results will include its EPA Score, total energy use per square foot, electric use per square foot, heating fuel use per square foot, heating fuel use normalized for heating degree days, energy cost per square foot, and energy cost per student. The school will also be shown where they rank in each of these parameters relative to the other New Jersey schools in SEEP. Finally, the district will also receive a summary report showing where each of its schools rank relative to one another. These reports allow each school to develop priorities for improvement and also allow district officials to develop priorities among schools. TRC will then work with the district officials to determine which Clean Energy Program offerings are most appropriate for their particular circumstances.

The results from each school are presented both graphically (see Figure 1, below) and textually so as to provide excellent teaching aids for students and for teachers. Each report will also be delivered to the school along with a basic spreadsheet tool allowing student/teacher teams to determine the plug load and lighting components of their electric consumption. This provides teachers with real world, hands on examples from which students can learn the basic precepts of energy use.

Figure 1: New York State Energy Benchmarking Sample Graphic



The SEEP pilot program will also provide a range of educational services to the school districts selected to participate. The program will provide opportunities for introductory, intermediate, and advanced educational activities for students. The introductory and intermediate activities will be provided to the new participating districts through the regular operation of their Green Schools Programs. The advanced activities will be offered to the more experienced students in the Brick and Toms River pilot programs. Staff will meet with the ongoing Green Schools Teams in these districts to facilitate the incorporation of service learning components that provide community outreach for advanced students in terms of energy efficiency services, such as energy audits of community or senior citizen centers.

When schools participate in other Clean Energy Program offerings, this program will assure that the site-specific impacts of these technologies are brought into the classroom. In addition to grade-appropriate teaching material, the program will provide extracurricular activities such as home or school energy audits. An essential aspect of this program is using the school facilities themselves as laboratories for learning about energy, while at the same time enhancing the schools' own ability to understand and manage energy efficiently. These aspects occur as students conduct original research on their building's energy usage utilizing the professional energy monitoring instruments provided in the Green Schools Tool Kit, as well as through such activities as energy patrols and regular meter reading.

The program will provide professional development relating to energy and the environment for school personnel. This focused training will explain to administrative, maintenance, and teaching staff exactly how their school uses energy, and the technical and operational ways to manage and change energy use patterns, including case study examples from other schools that have taken a lead. One consistent lesson from both the Brick and Toms River Green Schools pilots involved the fact that most teachers did not originally feel comfortable teaching about energy and energy conservation because they had not been formally trained to do so. The professional development workshops, however, coupled with the substantive yet inquiry-based lessons quickly overcame their initial feelings of inadequacy and resulted in numerous enthusiastic, creative and confident energy educators and energy conservation advocates.

The program staff will respond to requests for classroom support and enrichment, such as demonstration lessons on energy issues, impacts, and technologies. The staff will provide ongoing support and networking for individual participants during the program, as well as links to continuing resources through the national and New Jersey Green Schools Programs. As the Commercial/Industrial Market Manager, TRC will continue to conduct active outreach in order to engage school districts in Clean Energy programming.

One type of incentive the participating school district receives through this program is in the form of the professional help and resources that the program staff will provide during the operating period of the pilot program, which will generally run a minimum of two years in a district. Another type of incentive involves financial savings from reduced energy usage as a result of school-based conservation activities.

Finally, during the initial pilot year, several additional services and delivery mechanisms will be tested and evaluated with the participating districts. Since an overarching goal is to deliver services as widely as possible, web-based information and accessibility will be established. This information will include basic program information as well as statewide schools benchmarking statistics and trends plus tools developed during the pilot. Additionally, participants will be surveyed regarding their ongoing needs for training, tools, and information. They will be asked about already-identified potential services such as a summer training session for teachers and a speakers bureau. Results of these efforts will be incorporated into the pilot evaluation and report, including

recommendations for permanent implementation.

Program Goals

The SEEP pilot goals and measures of effectiveness will include the following:

- Market Penetration/Cost Effectiveness: Reach significant numbers of students, teachers, school operations personnel, and parents at reasonable costs. Goal: 100 schools from 6-9 school districts, involving 500 teachers, administrators, and custodians, who in turn involve approximately 9,000 students
- Reaching new constituencies: Recruit participants from beyond a single subject area or grade level. By focusing on the entire school community, SEEP involves teachers, not only from science and math, but also language arts, technology, social studies, performing arts, as well as extracurricular activities such as environmental clubs and energy patrols.
- Lasting impact: The program becomes institutionalized in schools in both the curriculum and the operation of their facilities. The energy awareness and efficiency content and activities become institutionalized as teachers incorporate lessons into their ongoing curricula and extracurricular activities, as well as through the upgrading of O&M practices at the district and school levels.
- Demonstrable results:
 - (1) Schools' energy use decreases compared to established energy baselines, and/or the use of renewable energy increases. Energy Benchmarking will not only establish baseline use for each participating school, but also provide verifiable comparisons that show the results of SEEP Teams' efforts to save energy in their buildings.
 - (2) Measurable impact on energy and environmental awareness of students. Student pre- and post-tests will be administered and tabulated to assess changes in student knowledge about energy and its environmental impacts as well as changes in student energy-saving behaviors.

Program Deliverables

The SEEP pilot will provide the following services:

1. Recruit approximately 100 schools within 6-9 school districts to participate in SEEP, be benchmarked, and implement the Green Schools Program.
2. Establish energy baselines for each participating school utilizing its Energy Benchmarking program.
3. Provide quarterly energy reports to each Green School and to each district's central administration.
4. Provide a two-day Green Schools Team professional development workshop for each of the 6-9 districts for approximately 500 participants, who will consist of teachers, administrators, and school custodians.
5. Provide each participating teacher and administrator a set of Green Schools Learning Activities and each participating custodian a set of technical opportunities for improving energy efficiency in schools.
6. Provide 36 (an average of 4/district x 9 districts) *Green School Tool Kits* of professional energy instruments for use by students (@ \$700).

7. Provide each PreK-early elementary school (~20 of the 100) with a supplemental set of educational resources, including *Offalot Puppet Kit* and Project Learning Tree's *Energy and Society* (@ \$100)
8. Conduct a mid-year professional development workshop for each team that begins its work in the fall of 2007. Provide technical assistance during the initial professional development workshops on best practices for energy efficiency in schools.
9. Create and disseminate electronically at least 3 issues of the NJ Green Schools Newsletter featuring the activities and accomplishments of participating schools, as well as supplementary educational and energy saving resources.
10. Conduct, or assist Green Schools Teams as needed in conducting, end-of-the-year student celebrations in each participating district.
11. Calculate the financial savings for each Green School, including each school's earned refund.
12. Procure the services of an external evaluation consultant to assess the impacts of this program. As part of this assessment, this evaluator will revise, improve and administer the elementary and middle/secondary pre- and post-tests that the vendor has utilized in the Brick and Toms River pilot programs.

Program Evaluation

The pilot program is intended to demonstrate best practices in schools' energy & education approaches that link to the school facilities' own energy use, so as to lay a foundation for a broader program in subsequent years. Therefore, evaluation of the program must be built in from the start. TRC will competitively select an external, independent evaluator, subject to Board staff review and approval. The external evaluator will be involved from the start, establishing evaluation criteria. The evaluator's periodic reports to the program staff will be available to Board staff, as well as the Clean Energy Council's Marketing & Communications committee. Full evaluation would occur in the second year of the program. It is expected that specific evaluation of this pilot program would require an amount equal to at least five percent of the total program budget. Among other things, the evaluation must quantify achievements relative to the last two goals mentioned above.

Delivery Methods:

The K-12 Schools Energy & Education Pilot Program will be managed by TRC as the Commercial & Industrial Market Manager. The program will be offered on a consistent program design and implementation basis to ensure consistency across the state.

Budget:

The statewide budget for this program for 2007 is attached in Appendix A.

Appendix A
2007 Supplemental Program Budgets

New Jersey's Clean Energy Program
C&I Energy Efficiency Program Reporting Categories
TRC's Estimated Expenditures 3/1/07 through end of Year - Proposed 2007 Budget

Program	Final Proposed 2007 Budget	Total Actual NJCEP Expenditures	Admin.and Program Development	Sales, Marketing, Call Centers, Web Site	Training	Rebates, Grants and Other Direct Incentives	Rebate Processing, Inspections, Other Quality Control	Performance Incentives	Evaluation & Related Research
(All numbers 000's)									
RESIDENTIAL EE PROGRAMS									
Residential HVAC-Electric and Gas	\$15,700								
Residential New Construction	\$26,577								
ENERGY STAR Products	\$6,310								
Maintainance	\$835								
Room AC	\$875								
Change a Light & Other	\$4,000								
On Line Audit	\$600								
Home Performance with ENERGY STAR	\$6,000								
Residential Low Income	\$25,200								
Comfort Partners	\$20,175								
DCA Weatherization	\$4,725								
Weatherization Rehabilitation and Assistance Preservation (WRAP)	\$300								
DCA Green Homes	\$1,600								
Energy Conservation Kits	\$200								
Residential Market Manager Transition Costs	\$788								
Utility Residential Program Transition Costs									
Sub-Total: Residential	\$83,098								
COMMERCIAL & INDUSTRIAL EE PROGRAMS									
Commercial/Industrial Construction	\$35,068	\$28,320	\$424	\$238	\$15	\$25,199	\$2,177	\$267	
C&I New Construction	\$4,000	\$3,241	\$56	\$20		\$2,873	\$203	\$89	
C&I Retrofit	\$26,068	\$20,402	\$275	\$178	\$15	\$18,382	\$1,463	\$89	
New School Construction & Retrofit	\$5,000	\$4,677	\$93	\$40		\$3,944	\$511	\$89	
Combined Heat and Power	\$7,857	\$7,855	\$23	\$5		\$7,672	\$67	\$88	
Municipal Audit	\$1,000	\$1,000	\$15	\$20		\$771	\$194		
Direct Install	\$4,000	\$4,000							
Pay for Performance	\$3,000	\$3,000							
C&I Market Manager Transition costs	\$380	\$380	\$380						
Utility C&I Program Transition Costs									
Sub-Total: C&I Programs	\$51,305	\$44,556	\$842	\$264	\$15	\$33,642	\$2,438	\$355	\$0
OTHER PROGRAMS									
Special Studies	\$2,000								
Cool Cities	\$4,000								
Treasury HVAC	\$4,500								
Sub-Total: Other EE Programs	\$10,500								
TOTAL Energy Efficiency Programs	\$139,898								

New Jersey's Clean Energy Program
C&I Energy Efficiency Program Reporting Categories
 TRC 2007 Proposal Schools Energy Education Program Budget

	Final Proposed 2007 Budget	Total Actual Expenditures	Administration and Program Development	Sales, Call Centers, Marketing and Website	Training	Rebates, Grants, and Other Direct Incentives	Rebate Processing, Inspections, and Other Quality Control	Performance Incentives	Evaluation and Related Research
Energy Efficiency Programs									
(All numbers 000's)									
OCE OVERSIGHT BUDGET									
Marketing and Communications									
Outreach and Education Grants									
K-12 Schools Energy Education Program	\$400	\$400	\$380						\$20
TOTAL Energy Efficiency Programs	\$400	\$400	\$380	\$0	\$0	\$0	\$0	\$0	\$20

Appendix B
Revised 2007 OCE Oversight Budget

The revised 2007 OCE Oversight Budget reflects the allocation of Outreach and Education Grant budget to the Schools Energy and Education Program.

Revised 2007 OCE Oversight Budget

(All numbers = 000's)	Approved		Revised
	2007	Additional	2007
	Budgets	Carry Over	Budgets
	(a)	(b)	(a) + (b)
Administration and Overhead			
OCE Staff and Overhead	\$3,000		\$3,000
Program Coordinator	\$0	\$1,500	\$1,500
Special Studies			
<i>ACI Conference</i>	\$125		\$125
<i>Appliance Standards Rules</i>	\$50		\$50
<i>Technical Support/Other</i>	\$0		\$0
Sub-Total: Special Studies	\$175		\$175
Memberships-Dues			
<i>Northeast Energy Efficiency Partnership</i>	\$225		\$225
<i>Clean Energy States Alliance</i>	\$75		\$75
<i>Consortium for Energy Efficiency</i>	\$115		\$115
Sub-Total: Memberships-Dues	\$415		\$415
Sub-Total: Administration and Overhead	\$3,590	\$1,500	\$5,090
Evaluation and Related Research			
<i>Rutgers-CEEEP</i>	\$350		\$350
<i>Summit Blue EE Market Assessment</i>	\$30		\$30
<i>Renewable Energy Market Assessment</i>	\$300	\$100	\$400
<i>Impact Evaluation</i>	\$700		\$700
<i>Funding Reconciliation</i>	\$65		\$65
<i>O&M Scoping Study</i>	\$200		\$200
<i>Other Studies</i>	\$100		\$100
<i>Update Market Potential Studies</i>	\$475		\$475
<i>STAC- Residential AC Study</i>	\$50		\$50
Sub-Total: Evaluation and Related Research	\$2,270	\$100	\$2,370
Marketing and Communications			
<i>Business Outreach</i>	\$390		\$390
<i>Energy Savings Campaigns</i>	\$2,500		\$2,500
<i>Renewable Energy Campaigns</i>	\$2,800	(\$300)	\$2,500
<i>Web Site</i>	\$150		\$150
<i>NJCEP Communications</i>	\$280		\$280
<i>Research</i>	\$100		\$100
<i>Outreach and Education Grants</i>	\$575		\$575
<i>Schools Energy Education Program (SEEP)</i>	\$400		\$400
Sub-Total: Marketing and Communications	\$7,195	-\$300	\$6,895
TOTAL: OCE Oversight	\$13,055	\$1,300	\$14,355
2007 Available OCE Oversight Funding			\$14,355