



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

DIVISION OF STATE
ENERGY SERVICES

IN THE MATTER OF THE ENERGY SAVINGS)	ORDER
IMPROVEMENT PROGRAM (ESIP) REQUEST FOR)	
PROPOSAL (RFP) EDUCATION TEMPLATE UPDATE)	
TO BE UTILIZED BY THE PUBLIC EDUCATION)	
SECTOR)	DOCKET NO. QO24070541

Parties of Record

Jason Martucci, Esq., New Jersey Department of Community Affairs
Michael Yapple, New Jersey Department of Education
Barbara Geary, Esq., New Jersey Office of the State Comptroller

BY THE BOARD:

The New Jersey Board of Public Utilities ("Board") implements the Energy Savings Improvement Program ("ESIP") pursuant to its authority under P.L. 2009, c. 4 as amended by P.L. 2012, c. 55 ("ESIP Law").¹ By this Order, the Board hereby adopts modifications to the existing Request for Proposal ("RFP") template available to school districts and the boards of trustees of public institutions for use in the ESIP program.

BACKGROUND

The ESIP Law authorized public entities to implement an energy savings improvement program when the public entity can demonstrate, through an energy savings plan, that the savings realized from the reduction in energy use achieved by the program's energy conservation measures ("ECM") will be sufficient to cover the cost of those ECMs. An ESIP is a type of performance contract, whereby a public entity can leverage the future value of energy savings to pay for the upfront project costs by using the ESIP financing alternative.

¹ [N.J.S.A. 52:34-25](#) (ESIP by state contracting agencies); [N.J.S.A. 40A:11-4.6](#) (ESIP by contracting units); [N.J.S.A. 52:35A-1](#) (ESIP by public agencies); [N.J.S.A. 18A:18A-4.6](#) (ESIP by boards of education); and [N.J.S.A. 18A:65A-1](#) (ESIP by boards of trustees of public institutions of higher education); N.J.S.A. 48:3-108 and -109.

Authorized public entities can choose to implement the ESIP in one of three ways: 1) by contracting with an Energy Services Company (“ESCO”) which would be responsible for virtually all of the required work associated with the completion of the particular ESIP; (2) the “Do-It-Yourself Method,” where an authorized public entity with in-house expertise can either complete the ESIP work in-house or retain an engineer or an architectural firm with engineering capabilities to assist with the ESIP and the procurement of ESIP related services; or (3) the “Hybrid Method,” which uses parts of both previous options.² This RFP is for the ESCO and Hybrid model.

Eligible ESCOs within New Jersey are New Jersey Treasury, Division of Property Management and Construction (“DPMC”) classified contractors. The ESIP law allows for the development by an ESCO to design and build projects that reduce energy use at their customers' facilities and, in general, act as project developers for comprehensive energy efficiency projects such as ESIPs. An ESCO is engaged by a public entity through the issuance of an RFP.

The ESIP Coordinator must approve the ESIP RFPs developed by public entities prior to publication. Under New Jersey law, the State Comptroller reviews contracts in excess of \$2.5 million. N.J.S.A. 52:15C-10.

The ESIP Law authorizes the Board to take such action as it deems necessary and appropriate to implement and enforce that law, including but not limited to modifying a non-conforming request for proposal, modifying or cancelling a procurement by a public entity for an energy savings project, and withholding State and federal renewable energy and energy efficiency incentives from such a project. N.J.S.A. 48:3-109(c). In addition, the ESIP Law directed the Board, in consultation with Treasury and the Department of Community Affairs, to create a template RFP for use by any board of education, board of trustees, or contracting unit authorized to implement an ESIP. N.J.S.A. 48:3-108(b).³ The program has made available sample procurement documents since 2012.

DISCUSSION AND FINDINGS

The Board has long acknowledged the significant benefits that investments in energy efficiency can provide to customers by helping them to reduce the usage of electricity and natural gas, thus lowering their energy costs. As investments in cost-effective energy efficiency measures increase, they also reduce costs overall for electricity and gas customers by reducing usage at times of peak demand when prices are highest, and by mitigating the need for additional supply and infrastructure to serve peak demand. In addition, energy efficiency is often the most cost-effective means of reducing power plant emissions of air pollutants that cause global warming and endanger the health of New Jersey residents.

When such investments are made by public entities such as boards of education and the trustees of public institutions of higher education, they provide benefits beyond the savings that they enable. These projects increase financial security for public entities and allow them to provide services with lower energy costs, reducing the burden on taxpayers. In addition, efficiency investments in public buildings can provide visibility for and education about energy efficiency. These benefits are only magnified when the underlying public entity participates in the ESIP

² “NJBP 2023 ESIP Guidebook,” [www.njcleanenergy.com](https://www.njcleanenergy.com/files/file/ESIP/FY24/ESIP%20GUIDEBOOK%20Oct%202023.pdf). (October 2023), <https://www.njcleanenergy.com/files/file/ESIP/FY24/ESIP%20GUIDEBOOK%20Oct%202023.pdf>

³ The ESIP Law also permits a board of education or board of trustees to use its own RFP if it submits that RFP to the Board for approval. N.J.S.A. 48:3-108(b).

program and the projected savings can be leveraged to cover the cost of the initial investment. At the same time, public projects also face unique challenges in implementation, due in part to the requirements for public contracting and permitting processes.

Currently, the BPU has approved over 175 Energy Savings Plans for ESIP projects throughout the state. These projects cover all different types of public entities such as school districts, municipalities, colleges, utility authorities and more.

As noted above, the ESIP Law mandates that the Board shall make available to these entities a template RFP in a form similar to that prescribed by the Local Public Contracts Law ("LPCL").⁴ The RFP is needed in order for public entities to engage an ESCO to implement an ESIP. The template RFP facilitates the ESIP process so that the public entities may proceed as expeditiously as possible to BPU review of the project RFP.

More than a decade has now passed since the program made available the current RFP template. As public education entities are the largest users of the ESIP program, the public education RFP is being updated first. The non-education public government template will be considered separately. To ensure that the approved form reflects any changes in relevant law, as well as lessons learned regarding ESIP implementation and ESCO performance, Board staff ("Staff") has worked with the staff of the Department of Community Affairs, Division of Local Government Services and the Office of State Comptroller to update the RFP template. As revised, the template reflects recent changes in law and guidance on government procurement. The modified RFP template is attached as Exhibit A.

Staff recommends that the Board approve the new template. Staff further recommends that the Board authorizes Staff to make changes to the template to reflect any change of law.

The Board **HEREBY FINDS** that the modifications to the RFP template bring it more closely into compliance with the requirements of the LPCL as directed by the ESIP Law.

The Board **APPROVES** the modified RFP template at Appendix A for use by public school boards, charter schools and by the boards of trustees of public institutions of higher education for the purpose of hiring an ESCO to implement an ESIP project as defined in the ESIP Law.

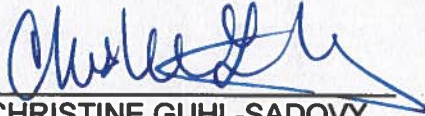
The Board **AUTHORIZES** Staff to modify the RFP template as necessary to keep the template consistent with current law.

⁴ P.L.1971, c.198, codified at N.J.S.A. 40A:11-1 et seq.

The effective date of this Order is November 22, 2024.

DATED: November 21, 2024

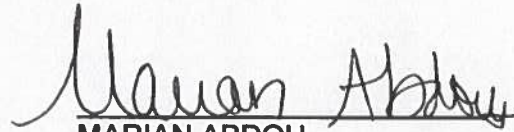
BOARD OF PUBLIC UTILITIES
BY:



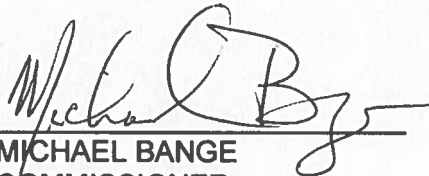
CHRISTINE GUHL-SADOVY
PRESIDENT



DR. ZENON CHRISTODOULOU
COMMISSIONER

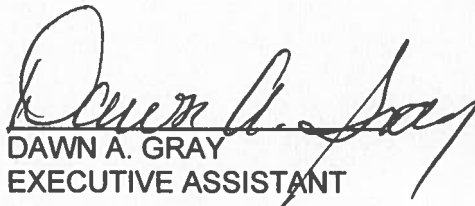


MARIAN ABDOU
COMMISSIONER



MICHAEL BANGE
COMMISSIONER

ATTEST:



DAWN A. GRAY
EXECUTIVE ASSISTANT

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities.

IN THE MATTER OF THE ENERGY SAVINGS IMPROVEMENT PROGRAM (ESIP) REQUEST
FOR PROPOSAL (RFP) EDUCATION TEMPLATE UPDATE TO BE UTILIZED BY THE
PUBLIC EDUCATION SECTOR

DOCKET NO. QO24070541

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To be completed by the Entity Issuing the RFP

[ENTITY NAME]

Request for Proposals RFP No. [XXX]

TO SELECT AN ENERGY SERVICES COMPANY TO DEVELOP AND IMPLEMENT AN
ENERGY SAVINGS PLAN THROUGH NEW JERSEY'S
ENERGY SAVINGS IMPROVEMENT PROGRAM
USING THE (SELECT ESCO or HYBRID) MODEL

CONTACT PERSON:

Name, Title

Address

Phone

Email

SCHEDULE OF EVENTS

Date Issued: [DATE] at [TIME]

Pre Proposal Meeting: [DATE] at [TIME]

Last Day for Questions: [DATE] at [TIME]

Date & Time Proposal Due: [DATE] at [TIME]

Important web information

RFP Information found at [Entity website where RFP information will be]

Public Entity sharefile location

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Part I: General Information

This **Request for Proposals** ("RFP") is issued by the [NAME of EDUCATION ENTITY] to solicit proposals from an experienced and qualified **Energy Service Company** ("ESCO") to develop and finance the implementation of an **Energy Savings Plan** ("ESP") through the **Energy Savings Improvement Program** ("ESIP"), a type of an **Energy Savings Services Contract** ("ESSC").

See Part VI below for defined terms used in this RFP.

The Public Entity features _____ buildings, _____ square feet, _____ MWhs of electricity consumption, and _____ BTUs of natural gas consumption.

Issuing Officer (IO)

For the purposes of this procurement process, the **Issuing Officer** and main contact for the Public Entity is:

Name:

Phone No.

E-mail:

Address:

Questions related to the RFP should be directed to the Issuing Officer. See Section Question and Answer Period.

RFP Information

The Public Entity will follow all Public School Contract Law requirements. All information regarding this RFP, including addenda, shall be provided to interested Proposer by the Public Entity by notifying potential Proposers who received the RFP in writing in accordance with N.J.S.A. 18A:18A-4.4 and N.J.A.C. 5:34-5.3(e).

Purpose and Intent

The Public Entity is interested in contracting with one (1) ESCO for a full range of energy services and energy-related capital improvements (energy conservation measures or ECMs), financed through an ESIP project with the Public Entity at the sites identified and within the framework of the allowable contract term. The allowable contract term is fifteen (15) years if no Combined Heat and Power (CHP) is included or twenty (20) years if CHP is included. It is the Public Entity's intent, subject to an independent third-party verification of the ESP, and the Public Entity's review and approval thereof, to authorize the selected ESCO ("**Contractor**") to implement the ESP through an ESIP project, in accordance with the requirements of the Energy Savings Improvement Program's Law, N.J.S.A. 18A:18A-4.6 and N.J.S.A. 18A:18A-42 ("**ESIP Law**").

These services and improvements shall be delivered through an ESSC and fulfill the following objectives for the Public Entity:

Buildings

- Increase energy efficiency and building performance with the goal of reducing energy usage and demand associated with the heating, ventilation and air conditioning (“HVAC”) systems; lighting systems; building envelope; hot water systems; water consumption; sewage costs; and other energy using equipment;
- Obtain consistent levels of occupant comfort and system functionality to improve indoor environmental quality for occupants;
- Address deferred repair and maintenance projects;
- Reduce facility life cycle costs including: maintenance, equipment replacement, energy and water utilities, waste disposal, emergency power outages, etc.;

Financing

- Incur no initial capital cost;
- Obtain financing for the project through an installment payment or a lease purchase arrangement over an extended contract term;

Savings

- Achieve significant long-term savings that are measured and verified; and
- Obtain an annual savings guarantee, which will be equal to or greater than the total annual project costs.

Proposers are encouraged to structure and submit a Proposal that provides the greatest possible energy, water, operational and maintenance (“O&M”) savings and the most financially beneficial project scope for the Public Entity. The Proposer shall also look for savings that may not reduce consumption but are aimed at cost savings such as fuel switching; demand reductions; on-site generation; electrical sub-metering; automated utility bill auditing; and utility rate changes and distribution upgrades.

The ESP shall be designed to conserve energy and improve energy efficiency within the specified Public Entity facilities delineated herein through the implementation of energy conservation, capital improvements, and other measures whose costs will be paid by the verified energy cost savings that result from implementation of the ECMs. The savings achieved by the ECMs must be sufficient to cover all project costs including service maintenance costs and monitoring fees on an annual basis for the duration of the contract term. The contract must provide that the project’s total savings each year will yield a positive cash flow to the extent necessary to make required payments under the contract. The ECMs and services include an **investment grade energy audit** (“IGEA”) and may include, but are not limited to the design, acquisition, installation, modification, maintenance and operation of existing and new equipment, and the training of Public Entity’s personnel.

Project Schedule (Subject to Change at the Discretion of Public Entity)

Activity Date

Procurement

RFP advertised (BPU approved)	Week 1	Insert Date
Optional Pre-Proposal Meeting	Week 2	Insert Date
Mandatory Facility Tour		
Additional Facility Walk-Throughs, if requested	Weeks 3–4	TBD
Deadline for Proposers' Written Inquiries	Week 5	Insert Date
Deadline for Public Entity's Responses to Inquiries	Week 6	Insert Date
Proposals Due*	Weeks 7-10	Insert Date
Oral Interviews	Weeks 11-12	Insert Date
Notice of Selected ESCO	Week 13	Insert Date

Scope of Work

Investment Grade Energy Audit (IGEA) Contract Executed	Week 14	Insert Date
IGEA Completed	Week 18	
Energy Savings Plan Submitted to the BPU	Week 22	Insert Date
Energy Savings Plan Approval by BPU	Week 25	
Financing Secured	Weeks 26-27	Insert Date
Scope of Work Finalized	Weeks 29-33	Insert Date
Energy Savings Services Contract Executed/ Construction Begins	Week 36	Insert Date

* Proposals shall be due no earlier than 20 business days after publication. Additional time should be allowed to larger School Districts and/or RFPs involving a significant number of facilities.

Buildings Included & Areas of Concern

Proposers should propose ECMs that address and resolve the specific areas of concern identified for the buildings listed below.

<u>Building Name and Address</u>	<u>Facility Size: Square Footage (Sq Ft)</u>
	SqFt
	SqFt
	SqFt
	SqFt
	SqFt
	SqFt
	SqFt
CREATE ADDITIONAL LINES IF NEEDED	SqFt

Specific areas of concern and capital improvements (e.g. old boilers, chillers, etc.) are listed below.

1
2
3
4
5

Proposer Qualifications

All Proposers must be prequalified by the Department of Treasury, Division of Property Management and Construction (“DPMC”) Class Code “C036 – Energy Services (ESCO)” to be eligible to participate in this RFP process. If awarded the contract, the Contractor must maintain valid certification status throughout the project’s construction. Any and all Contractors and/or Subcontractors performing work must be DPMC certified within the appropriate discipline.

Proposers shall demonstrate the ability to provide a range of services, including, but not limited to, the following three contracting processes:

Investment Grade Energy Audit and Project Development

- Perform IGEA to evaluate costs and savings of a variety of energy and water-saving measures
- Develop project proposal including financial analysis
- Conduct benchmarking using ENERGY STAR tools
- Create a measurement and verification plan
- Perform utility bill data analysis to capture credits from utility bill errors
- Prioritize ECMs to create ESP

Project Implementation

- Engineering design
- Equipment procurement and purchasing
- Construction management
- Hazardous waste disposal or recycling
- Ability to arrange financing
- Commissioning of ECMs installed
- Public Entity staff training on routine maintenance and operation of systems
- Monitoring for first year – standard for all projects

Performance Guarantee (If purchased)

- Continuing operations and maintenance for all improvements for the agreed upon duration by the Public Entity and the Contractor
- Guarantee of performance and cost savings
- Measurement and verification for validation and reporting of the performance and savings

- Maintaining long-term, high-efficiency performance of buildings for the duration of the performance guarantee

Contractor must also have the technical capability to address a broad range of systems, including, but not limited to:

- Mechanical Systems. HVAC systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Plants. Distribution systems, cogeneration systems, etc.
- Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies, etc.
- Building envelope systems. Windows, insulation, weatherization, etc.
- Specialty Systems. Laundry equipment, kitchen equipment, pool systems, etc.
- Water and Sewage Systems. Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.
- Renewable Energy Systems and Alternative Energy Generation. Solar electric (photovoltaic, PV) systems, solar water heating, small wind, etc.
- Desired projects.

[Note: Identify any specific needs or desires that the Public Entity would like included in this project, or projects that are of particular interest to the Public Entity. Keep in mind that the Contractor should be given the flexibility to use its own expertise to determine a broad scope of work, so avoid using this section to pre-define the scope of work.]

[Note: Delete items above that do not exist in the facilities.]

Preliminary Documents

Per **ESIP Law**, the Public Entity will have conducted a preliminary energy audit (ASHRAE Level II and Level III for Lighting). A copy of the audit report can be found at the website address located in the RFP Information Section. All Proposers must use the audit report as a guide to evaluate the preliminary energy usage and cost associated with the buildings identified by the Public Entity.

For utility cost and usage analysis purposes, a complete 24-month history of all relevant and the most recent utility bills for each utility serving the Public Entity facilities identified in this RFP (electric, natural gas, fuel oil, water, sewer, and propane) can be found at the website address located in the RFP Information Section. The utility information shall be used to conduct utility cost and usage analysis and establish baselines for the proposed, preliminary ESP savings.

The preliminary audit report, the 24-month utility histories, and site inspection(s) conducted by interested Proposers will serve as the foundation to develop Proposals in response to this RFP. This information can be found on the Public Entity's website listed in the RFP Information Section.

Optional Pre-Proposal Meeting

The Public Entity will conduct a pre-proposal meeting. A walk-through inspection of the buildings that have been included within the scope of the RFP is mandatory. The date and address for the pre-proposal meeting are listed on the Cover Page.

Participation in the pre-proposal meeting will help to ensure that proper communication is established between the Public Entity and interested Proposers, the Public Entity's program expectations are addressed and understood by all Proposers, all relevant project data is delivered to appropriate personnel, and all facility inspections are properly coordinated through designated personnel. Public Entity personnel and representatives will be present at the meeting and walk-through inspection. Any technical information, including any technical information provided via responses to written questions submitted as a result of the pre-proposal meeting and walk-through, supplemental to material contained in this RFP will be made available by addendum.

The Public Entity may arrange additional site visits with interested Proposer at mutually convenient times prior to the date for submission of Proposals. A Proposer may, at its election, participate in multiple site visits. No additional clarifications or information will be provided during such site visits, although additional information may be added to the responses referenced in the preceding paragraph.

All ESIP applicants and recipients must comply with any existing health and safety protocols applicable to construction projects.

Project Development and Contract Execution

The services awarded through this RFP are carried out in three parts. The first part is an IGEA and the development of the Public Entity's ESP. The second part covers the ESSC, which implements the ECMs and commissions the equipment. In the third part, the Public Entity has the option to purchase a guarantee of energy savings.

Please note: To protect its own interests, the Public Entity should consider drafting any agreements to be entered into with the Contractor.

1. **Energy Savings Services Contract – Part 1** (Agreement for IGEA and ESP)

The Public Entity may execute a contract for IGEA to be performed and for the ESP to be developed. Then, if moving forward, the Public Entity may execute a second part of the ESSC to implement the ESP as described below. The Public Entity may elect not to proceed to Part 2. In such instance, the Public Entity shall compensate the Contractor for the development of the ESP and IGEA.

2. **Energy Savings Services Contract– Part 2** (Agreement for Implementation of ECMs and Project Close out & Commissioning)

Once the final draft of the ESP has been approved by BPU staff, the Public Entity will work with the Contractor to develop Part II of the ESSC. All program development, conceptual engineering design and permitting costs incurred by the Contractor pursuant to the IGEA

Agreement shall be rolled forward and incorporated into the ESSC. The ESSC will define the final agreed-upon list of ECMs, applicable incentives in debt service, equipment and labor costs and guaranteed cost savings. It will document equipment specifications and warranties. The ESSC will establish the schedule and responsibilities of the Contractor and the Public Entity. Commissioning will include testing and balancing of equipment and will verify that the building's energy systems and components meet the Public entity's project requirements. It incorporates current state statutes and directives that directly relate to performance contracting. The final form of the ESSC must comply with all applicable laws, rules, and regulations governing public contracts under the laws of New Jersey. Upon the Public Entity's acceptance of the ESSC, the final engineering design for the selected scope of work will be initiated.

3. Performance Guarantee Services- Part 3 (Optional)

The Contractor must offer a savings performance guarantee. The Public Entity may purchase or decline in its discretion. If the Public Entity decides to purchase the guarantee, it will begin after the first year of M & V (which is included). The guarantee will also cover staff training and any contract maintenance services until the end of the guarantee.

Performance Guarantee

Each proposal shall include in the ESSC a performance guarantee on savings proposed in the project. The performance guarantee cannot be financed with the savings obligations in a project. It allows the Public Entity to enter into an ESSC with the Contractor, have improvements financed and installed, and if accepted, pay for a guarantee that will cover any shortfalls in energy savings during the repayment period.

Contractors will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. The Contractor shall provide annual reports of the achieved savings to the BPU through a platform currently being developed by the BPU.

If the public entity does not accept the guarantee, the public entity shall provide annual reports of the achieved savings to the BPU.

Question and Answer Period

Proposers may submit electronic inquiries to the Issuing Officer. See Part I, [Issuing Officer's](#) email address. All inquiries shall be submitted by email. Telephone calls/faxes shall not be accepted.

The cut-off date for electronic questions and inquiries relating to the RFP is indicated on the [Cover Page](#) of the RFP.

All electronic inquiries must meet the following criteria:

1. The subject line of the email should be: "QUESTIONS – 202X-RFP-XXX – ENERGY SAVINGS IMPROVEMENT PROGRAM"

2. Questions should be directly related to the RFP and asked in a consecutive order, following the configuration of the RFP.
3. Each question should begin with reference to the RFP page and section number to which it relates.
4. All questions and/or requests for information must contain contact information for the primary person to whom the response can be directed.

All questions received and answers given in response to the RFP will be provided pursuant to N.J.S.A. 18A:18A-4.4 and N.J.A.C. 5:34-5.3 and will be posted on the Public Entity's website after the date that the proposals are due to the Public Entity. In addition, all vendors will be notified individually in accordance with N.J.S.A. 18A:18A-4.4. See Section RFP Information for the website address.

[Restriction of Contact](#)

From the issue date of this RFP until a determination is made regarding the final selection of a Contractor, all contact with Public Entity's personnel concerning this RFP must be made only through the Issuing Officer. A Proposer may not contact the Public Entity's requesting department, other officials of the Public Entity, the member of the selection committee or any other staff/Public Entity member directly, in person, by telephone, fax, mail or e-mail concerning the RFP.

[Revisions to this RFP](#)

Clarifications and/or revisions to the RFP, if any, will be made via addendum. Only written modifications will be legally binding. No employee or agent of the Public Entity may verbally alter the contents of this RFP. There are no designated dates for release of Addenda. All Addenda will be posted to the Public Entity's website, and in addition, all vendors will be notified individually in accordance with N.J.S.A. 18A:18A-4.4, under the topic ["LIST EXACT SEARCHABLE TOPIC"]. All addenda will become part of the RFP and any resulting Contract(s). Proposers are solely responsible for keeping informed of all addenda issued.

Written notice of addenda will be provided as stated above. In addition, interested Proposers should check the Public Entity's website daily, from the date of issuance of the RFP through the submission due date and time. See Section [RFP Information](#) for a link to the Public Entity's Website address.

[Proposal Discrepancies](#)

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

Responses to Proposals

The Public Entity reserves the right to:

- Reject all proposals in accordance with N.J.S.A. 18A:18A-22.
- Reject any proposal in accordance with applicable law.
- Schedule interviews with none, all or only the most highly qualified Proposers (as determined by the Public Entity to request clarifications of any portion of the proposals received) in accordance with N.J.A.C. 5:34-4.3(d)3;
- Waive minor informalities or non-material exceptions in a bid in accordance with applicable law; and
- Terminate the RFP process at any time.

Pay to Play

No district board of education shall vote upon or award any contract in the amount of \$ 17,500 or greater to any business entity that has made a contribution of \$200 or more to any member of the district board of education during the preceding one-year period. Contributions reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.), to any member of the district board of education from any business entity doing business with the school district shall be prohibited during the term of a contract. When such business entity doing business with the school district is a natural person, a contribution by that person's spouse or child who resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. These requirements apply to the Public Entity through N.J.A.C. 6A:23A-6.3.

This is the end of Part I.

Part II: Scope of Work

Through the ESSC, the Public Entity expects to achieve energy efficiency, cost savings, and building improvements that better enable the functioning of the building(s). The Public Entity reserves the right to reduce the scope of work, to conduct the work in phases, or to segment work in facilities based on technological improvements. If work is conducted in phases, the initial phase must be commissioned prior to starting a second phase.

The Contractor shall be responsible for completing the Investment Grade Energy Audit and developing the Energy Savings Plan as set forth in the timeline and can be found in Part I, General Information Section.

Investment Grade Energy Audit

The Investment Grade Energy Audit (IGEA) will identify potential cost-saving measures, determine the cost and savings of each measure, and present a measurement and verification plan to validate future savings of each measure. The IGEA shall be performed by a DPMC certified energy auditor (P051).

The IGEA shall include, at minimum, data and information listed below. The results of the IGEA will be the basis for the Public Entity's final ESP.

- An executive summary;
- A detailed energy analysis for all facilities in scope;
- Feasibility studies for renewables at the Public Entity's facilities;
- Baseline energy consumption and utility rates;
- Existing conditions, deficiencies and areas of concern;
- ECM descriptions (narrative) and scope of work;
- Energy savings calculations;
- Operation and maintenance cost savings calculations, if any;
- Environmental impacts;
- Available grants, rebates, and incentives;
- Detailed technical and financial terms for the program and transaction;
- Project implementation schedule and permits needed along with construction and installation schedule;
- Procurement plans for subcontractors in accordance with ESIP and public bidding requirements;
- Equipment manufacturer or type and equipment warranties;
- Pre-existing equipment inventory and equipment to be installed by Contractor

Energy Savings Plan

The **Energy Savings Plan** (ESP) is the core of the ESIP process. The Contractor shall deliver an ESP to the Public Entity. The ESP describes the ECMs that are planned and the cost calculations that support how the plan will pay for itself in energy savings.

Pursuant to the ESIP Law and N.J.S.A. 18A:18A-4.6(d)(2), an ESP shall:

1. Contain the results of an IGEA;
2. Describe the ECMs that will comprise the program and include any ECMs which were evaluated, but not recommended;
3. Estimate greenhouse gas reductions resulting from those energy savings;
4. Identify all design and compliance issues that require the professional services of an architect or engineer and identify who will provide these services;
5. Include an assessment of risks involved in the successful implementation of the plan;
6. Identify the eligibility for, and costs and revenues associated with the PJM Independent System Operator for demand response and curtailable service activities;
7. Include schedules showing calculations of all costs of implementing the proposed ECMs and the projected energy savings;
8. Identify Public Entity's maintenance responsibilities and requirements necessary to ensure continued energy savings; and facility maintenance checklist,
9. Identify Contractors' maintenance and training responsibilities;
10. Include commissioning procedures;
11. Include a Measurement and Verification plan;
12. Identify compensation to Contractors; and
13. include a description of, and cost estimates for an energy savings guarantee, as an option available to the Public Entity.

The Measurement and Verification plan for monitoring and verifying energy savings for the proposed ECMs (post construction) is based on the methods described in the International Performance Measurement and Verification Protocol (IPMVP) and within [BPU's Technical Reference Manual \(TRM\)](#).

Upon completion of the ESP, the Public Entity will separately procure a qualified third-party energy auditor to review the ESP and certify that savings are sufficient and can pay for ECMs, and have been calculated pursuant to the IPMVP and BPU's TRM. This is the only required out-of-pocket expense. The Public Entity shall submit the third-party audit of the ESP along with all related correspondence to the BPU along with the final ESP.

[Project Information Material](#)

If selected, the Contractor shall create a one-page Case Study for the Public Entity upon completion of the project to share the success of the project with its community via the web, print, and email.

[Financing Coordination](#)

The Contractor shall facilitate the rebates and incentives for which the project is eligible. The Public Entity will arrange financing independently. The Public Entity is responsible for developing a separate financing agreement, including Contractor payment schedules and lender financing terms and schedules.

The Public Entity will finance the ESIP project using either refunding bonds or lease purchase agreements. The lease-purchase agreements cannot be used to finance the maintenance, guarantees, or verification of guarantees of ECMs, but can be used to finance the cost of an

energy audit or cost of verification of energy savings. Current market conditions may impact both options. Therefore, both options should be explored. The maturity schedules for energy savings obligations must not exceed the estimated useful life of the individual ECMs. The duration of the repayment term can commence on the date upon which construction and installation of the energy savings measures is completed.

Construction and Commissioning

After the project is constructed, the Contractor shall update the BPU-approved ESP, to reflect the “as built” project post-commissioning and its associated energy and financial savings along with project costs. This deliverable should be done by the Contractor and included within their response to the RFP and be factored into timeline and pricing of project. Upon commissioning of ECMs, the Public Entity shall retain a DPMC pre-qualified third-party M&V Consultant to monitor energy savings resulting from the ECMs for one year to verify that the ECMs achieve the level of savings projected in the ESP.

M&V and Reporting Energy Savings

The M&V Consultant shall monitor and report to the Public Entity actual versus projected savings in quarterly and annual report(s).

Once the project is constructed and commissioned, the one-year post-installation M&V period will commence. At the end of the one-year M&V period, the Public Entity will submit to the BPU the M&V Consultant’s report detailing savings achieved during the 1 year M&V period compared to savings projections in ESP.

The Measurement and Verification plan for monitoring and verifying energy savings for the proposed ECMs (post construction) is based on the methods described in the International Performance Measurement and Verification Protocol (IPMVP) and within [BPU’s Technical Reference Manual \(TRM\)](#).

Reporting

The Contractor shall collect and report project data at specified times to the BPU through the BPU-designated platform, with the assistance of the Public Entity as necessary. This may include, but is not limited to, an updated as built ESP reflecting final project conditions as implemented and cash flow, as well as reporting of project savings.

Incident Response

Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and

F. Contacts with law enforcement cybersecurity units.

Media Releases

News releases, social media and general media contacts regarding this project will only be made by the Public Entity, unless the Public Entity directs otherwise in specific instances. No postings, comments or releases are to be issued without the express authorization of the Public Entity.

This is the end of Part II.

Part III: Proposal

ESIP Process

The flow chart below outlines the six components of an ESIP Project. The Public Entity seeks a comprehensive Proposal that addresses each component for steps 3-6 below. Each component should have a general assumption of time to complete and estimated cost structure and should be specifically laid out in the Proposal.



Proposer Responsibility

Proposals must be a complete response to the RFP and be straightforward, concise presentations. To be considered, Proposals must be received by the date listed on the Cover Page at the address provided in Part I, for the Issuing Officer. The Public Entity will not consider late or incomplete Proposals delivered after the due date regardless of the reason. Further, the Proposer's Checklist shall be properly completed and submitted to the Public Entity with the Proposal.

The Proposal is considered an offer to perform. The Proposer assumes sole responsibility for all efforts required to submit a Proposal in response to the RFP. No consideration shall be given, after Proposals are opened, for a Proposer's failure to be informed of all requirements of the RFP.

Proposers may submit supplemental information deemed useful to the Public Entity in evaluating the Proposal. Further, Proposers may provide alternative energy solutions that supplement the energy audit and are consistent with the requirements of the ESIP Law. Sales brochures and other similar materials should not be included in a Proposer's response.

As a part of Proposal, the Proposer will provide a previously completed example (either hardcopy or via link) of an ESP to the Public Entity.

A project proposal will present a bundle of measures that can be financed through guaranteed savings over the proposed financing term, including a cash-flow table.

The Proposal must remain valid for no less than sixty (60) calendar days from proposal submittal date. All Proposals become the property of the Public Entity.

A Proposal shall be duly executed by an authorized representative of the Proposer and shall clearly identify: the Proposer's address, a contact person, and the name and title of the person(s) preparing the proposal. Proposals by partnerships shall be signed in the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be

signed with the name of the corporation followed by the signature and title designation of an individual authorized to bind the corporation.

Joint Venture

Proposers may submit a bid as a Joint Venture. For purposes of each proposal and contract requirement, at least one party to the joint venture must individually satisfy the requirement.

If a Joint Venture is submitting a Proposal, the agreement relating to such Joint Venture shall be submitted with the Joint Venture's Proposal. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must be identified on the bid forms and must individually comply with all the forms and certification requirements of this RFP. Each party must also designate a project lead and submit a list of team members.

Conflict of Interest

The Proposer must disclose and describe in its Proposal any conflict(s) of interest that may exist with either its personnel or any subcontracting personnel that will be assigned to perform work against the resulting Contract(s). Such conflict(s) include(s) a direct familial or personal monetary interest and/or any prior or existing personal/professional relationship with the Public Entity.

If the Public Entity, in its sole discretion, determines that a conflict exists, whether real or perceived, the individual(s) involved shall be immediately removed from all involvement with the Proposal from work performed under the resulting Contract(s), if awarded to the Proposer.

Proposers may submit supplemental information that deemed useful to the Public Entity in evaluating the Proposal. Further, Proposers may provide alternative energy solutions that supplement the energy audit and are consistent with the requirements of the ESIP Law. Sales brochures and other similar materials should not be included in a Proposer's response.

As a part of Proposal, the Proposer will provide a previously completed example (either hardcopy or via link) of an ESP to the Public Entity.

A project proposal will present a bundle of measures that can be financed through guaranteed savings over the proposed financing term, including a cash-flow table.

Proposal Format

Proposals must be submitted in the format outlined within this section, with each of the prescribed forms completed in full (with the exception of any sections described as optional). Each Proposal will be reviewed prior to substantive evaluation for completeness and responsiveness. Failure to submit information as indicated in this Section may result in the Proposal being deemed non-responsive and eliminated from further consideration.

Each Proposer shall respond fully to all questions and requests for information set forth in each category. Proposals should be submitted on 8½ x 11" sheets of paper, with the number and title

of each answer referenced by category. All pages provided should be numbered sequentially. Each page should clearly indicate the name of the Proposer. Font size shall be no smaller than 10 point. The response to each of the forms and sections described below should begin on a separate page. Proposals should be limited to thirty (30) single-sided pages, excluding attachments (forms, exhibits, sample work).

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the Proposal contains a URL, a printed copy of the URL page shall be provided and will be considered a part of the Proposal. Additional URLs on the copy of the URL page shall not be considered as part of the Proposal, unless a copy of those URL pages is also provided.

Outline of Proposal Contents

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

- A. Table of Contents
- B. Executive Summary
- C. Technical Proposal
 - a. Technical Summary and Preliminary ESP
 - b. Project Development and Management Overview
 - c. Description of Savings Calculations, Monitoring, M&V and Savings Guarantee
 - d. Description of Post Construction Training and Services
- D. Financial Aspects of the Proposals
 - a. Proposer fees and Preliminary Projections of Program Cash Flow
 - b. Utility and Other Rebates/Incentives Available to Project
- E. Schedule for Completion of the Project
- F. Proposer Information
 - a. Background and Qualifications
 - i. General Information
 - ii. Project Team Resumes
 - b. Sample Case Studies
- G. Required Project Documentation

A. Table of Contents

Proposers shall include a Table of Contents that indicates the section and page numbers that correspond with the information included.

B. Executive Summary

The Proposal shall include a concise abstract, no more than six (6) pages in length. Proposers shall briefly describe the most important aspects of their proposed ESP, highlighting the Proposer's qualifications. It may contain a detailed statement explaining why the Proposer is most qualified and best suited to assist the Public Entity with the project.

C. Technical Proposal

This section should contain the following information about the Proposer's ESP and technical approach to meeting the Public Entity's energy efficiency and conservation objectives:

1. Technical Summary and Preliminary ESP:

Proposers shall utilize Forms I, II, III, and IV to present their proposed ECMs for each of the buildings, which are identified in the RFP.

2. Project Development and Management Overview

Proposers shall include a project organizational chart and timeline

3. Description of Savings Calculations, Monitoring, M&V and Program Guarantee:

For proposal purposes, all Proposers shall use the BPU established standardized [5%] interest rate for a base case in the calculations for the annual cash flow. As a reminder, N.J.S.A. 18A:18A-4.6(e)(1)(b) states that the savings calculation cannot assume, include, or reference capital cost avoidance savings, the current or projected value of solar renewable energy certificates or other environmental or similar attributes or benefits of whatever nature that derive from the generation of renewable energy, and any costs or discounts associated with maintenance services, an energy savings guarantee, or third party verification of energy conservation measures and energy savings.

4. Description of Post-Construction Training and Services:

A detailed description regarding how Proposer would train, support, manage and work with the Public Entity's existing staff to provide post-construction services, such as maintenance programs, for the ECMs and related systems implemented under an ESIP. (Form I)

D. Financial Aspects of the Proposals Project Financials

This section should include:

1. Proposer Fees and Preliminary Projections of Project Cash Flow (Forms V & VI)

A detailed description of the Proposer fees, costs, and preliminary project cash flow projections shall be provided on Forms V and VI.

2. Utility and Other Rebates and Incentives Available for Project

A detailed description of all State and Federal tax benefits and grants and BPU approved energy efficiency rebates and incentive programs the proposer anticipates to incorporate into its proposal. Renewable energy is the only exception to allowable sources.

E. Schedule for Completion of the Project (Form I)

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

F. Proposer Information (Form VII)

1) Background, Qualifications, and General Information

- General Information: Supplemental Proposer Information: Provide responses to listed questions.
- Project Team Resumes
- Organizational Chart of all project related Staff

- Statement of Affirmation of No Debarment
 - Disclosure of any Conflicts of Interest
- 2) Proposer Annual Report
- 3) Case Studies of ESSC Projects
- **Sample Work**
This is where the Proposer may attach copies of the sample work done for previous clients related to energy performance contracting. New Jersey based project examples are preferred. (Proposers that have not yet completed a project in New Jersey, are required to provide out of state examples, but an additional description of the states' requirements and how they differ from NJ requirements must be provided.)

G. Required Project Documentation

This section will include BPU Required Project ESIP Forms I – VII; Required Documentation (State Requirements) and the Proposer's Checklist.

In addition to ESIP Forms I-VII, there are other state required documents that should be submitted and are needed for the Public Entity to accept to consider proposals. More information on these requirements can be found on page XX of this RFP.

- Ownership Disclosure Form **Provide as EXHIBIT A**
- No Material Adverse Change Affidavit **Provide as EXHIBIT B**
- DPMC Classification of Bidders **Provide as EXHIBIT C**
- Total Amount of Uncompleted Contracts **Provide as EXHIBIT D**
- Bid Guarantee **Provide as EXHIBIT E**
- Consent of Surety **Provide as EXHIBIT F**
- Named Subcontractors in Bid for Listed Specialty Trades **EXHIBIT G**
- Pay to Play for School Board Awards **Provide as EXHIBIT H**
- Federal Debarment Certification **Provide as EXHIBIT I**
- Business Registration Certificate **Provide as EXHIBIT J**
- Public Works Contractor Registration Certificate **Provide as EXHIBIT K**
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus **Provide as EXHIBIT L**
- Disclosure of Investment Activities in Iran Form **Provide as EXHIBIT M**
- EEO/AA Form - AA-201 **Provide as EXHIBIT N**
- EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report **Provide as EXHIBIT O**

Proposal Submission

Public entity chooses Paper-based Process or Electronic Process (via eProcurement). N.J.A.C. 5:34-5.4.

Hard Copy Proposal Submission

If the Public Entity chooses the Paper-based process, Proposers must submit an original bound proposal along with (XX) copies of their proposal to the Issuing Officer no later than the date and

time on the RFP Cover Page or as indicated on any Addenda issued under this RFP if the Proposal Opening Date has been changed.

A hard copy proposal must be delivered in a sealed envelope/package and be clearly labeled with the RFP Number, Title, proposal due date and proposer name and address, as indicated below.

202X-RFP-XXX – Energy Savings Improvement Program for [Public Entity]

Proposal Due Date

Proposer's Name and Address

Hard copy proposals must be delivered to the address listed in Section: Issuing Officer.

The Public Entity shall not be responsible for delivery/postal service delays. Postmark dates will not be considered in honoring date and time of receipt. Proposers using the United States Postal Service for delivery should allow additional time to ensure the Proposal is received on time. Proposals submitted by facsimile (fax) will not be considered.

[eProcurement](#)

The use of electronic procurement through eProcurement by school districts shall be pursuant to N.J.A.C. 5:34-5.1 et seq.

Proposers must submit one electronic copy of the Proposal no later than the date and time on RFP Cover Page or as indicated on any Addenda issued under this RFP if the Proposal Opening Date has been changed.

When submitting electronic Proposals, Proposers are cautioned to allow adequate time to ensure timely uploads of all proposal documents to mitigate unforeseen delays or issues.

Proposers shall submit a complete, signed electronic Proposal in Adobe Acrobat Reader .pdf read-only format. The submission must be viewable by the Public Entity's evaluators. By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature. Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

The subject line of the Proposal and all associated documents submitted must be clearly labeled. Each file/document (proposal, attachments, submittals, etc.) should be named using the following format:

"Proposer's Company Name – Proposal Submission 202X-RFP-XXX – Energy Savings Improvement Program for [Public Entity] –File/Document Title"

Questions regarding the use of the eProcurement platform may be directed to the Issuing Officer or platform helpdesk. [See Part 1 above for](#) Issuing Officer for the IO's contract information.

[Price Alteration in Hard Copy Proposals](#)

Proposal prices must be typed or written in ink. Any price change (including "white outs") must be initialed. Failure to initial price changes shall be cause for rejection of the Proposal.

Conflicts in Proposal

Proposals that conflict with the terms and conditions contained in the RFP, as may be amended by addenda, or that diminish the Public Entity's rights under any Contract resulting from the RFP shall be rejected. The Public Entity is not responsible for identifying conflicting terms and conditions before issuing a Contract award.

After award of Contract, if a conflict arises between a term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Public Entity's RFP will prevail. Proposers are advised to thoroughly read and follow all instructions contained in the RFP, including the instructions on the RFP Signatory Page when preparing and submitting a proposal.

Public Disclosure of Proposal

Proposals can be released to the public pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

In the event of any challenge to a Proposer's assertion of confidentiality with which the Public Entity does not agree, the Proposer shall be solely responsible for defending its designation, but, in doing so, all costs and expenses associated therewith, including, but not limited to, any costs incurred by the Public Entity, shall be the responsibility of the Proposer. The Public Entity assumes no such responsibility or liability.

This is the end of Part III.

Part IV: Evaluation and Award of Proposal

Selection of the successful Proposer(s) will be based upon such factors as deemed by the Public Entity, in accordance with the criteria set forth in this RFP. The award shall be made to the most advantageous proposal, price and other factors considered.

Responsive Proposals will demonstrate that the Proposer has (i) proposed a plan for the site that are consistent with the Public Entity's policy goals and requirements; (ii) possesses sufficient relevant experience in performing contracts of similar size and scope; and (iii) the financial capacity and ability to successfully implement the project and offer an attainable timeline with cash flow positive and energy savings results.

Among other factors, responses will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response as detailed further in this section.

Proposals shall be compared based on the overall value of the proposal to the Public Entity in terms of projected program costs, energy savings and environmental benefits.

Factors that will be considered include the duration of the ESIP, projected economic benefit to the Public Entity, level of savings projected to be achieved in the facilities included within the scope of this RFP, level of guaranteed energy savings (in dollars), length of simple payback to the Public Entity, and projection of the cash flows that will be generated by the program. The costs include: all proposed ECMs, costs of construction including the costs of suppliers and subcontract trades at prevailing wages, potential break-up fees, risks associated with the failure to implement the project, as well as other fees.

Procurement Evaluation Process

To achieve the Public Entity's goals, proposals will be evaluated according to the following process:

1. **Submission of Written Proposal.** The Public Entity, through its designated representatives on the Evaluation Committee, will review and evaluate the proposals submitted by the submission date in response to this RFP based on the evaluation criteria.
2. **Oral Interview.** Proposers may be invited to participate in an oral interview. If invited, oral interview answers will be included in Project Management's overall scoring. Interviews will not involve alterations to the terms and conditions of the RFP or the proposal and will not involve negotiations.

Clarification of Proposal

After the submission of Proposals, unless requested by the Public Entity as noted below, Proposer's contact with the Public Entity is not permitted.

After the Proposals are reviewed, Proposers may be asked to clarify certain aspects of their Proposal. A request for clarification may be made in order to resolve minor ambiguities,

irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Proposal.

Further, the Public Entity reserves the right to request a Proposer to explain, in detail, how the proposal price was determined.

Right to Waive

The Public Entity reserves the right to waive minor variances or irregularities in responses to this RFP, in accordance with applicable law. Any such waiver will not modify any other RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other legal requirements.

The Public Entity shall reject the response of any Proposer which is determined not to be responsible or whose response is deemed to be non-responsive in accordance with the criteria set forth in this RFP.

Oral Presentation

Based on results of the evaluation, the Public Entity may invite one or more of the highest scoring Proposers for an oral interview. Scores for the Proposals may be modified based on clarifications to responses provided in the interview. It is within the Public Entity's discretion whether to invite the Proposer to give an oral presentation or require the Proposer to submit written responses to questions regarding their Proposal. Action by the Public Entity in this regard should not be construed to imply acceptance or rejection of a Proposal. The Public Entity's Issuing Officer will be the sole point of contact regarding any request for an oral presentation or written clarification. No additional information outside of the proposal can be presented. Interviews will not involve alterations to the terms and conditions of the RFP or the proposal and will not involve negotiations.

A Proposer may not attend the oral presentations of its competitors.

Evaluation Committee (Selected by Public Entity)

Proposals may be evaluated by a cross-functional Evaluation Committee composed of staff and/or members of the Public Entity, management, and other state/local agencies and/or industry subject matter experts to evaluate, score and rank proposals received in response to the RFP under the criteria established herein.

Evaluation Criteria

Responses will be evaluated and scored based on the completeness and quality of the information provided in the proposal, attachments, and client references. Failure to provide any of the requested information may result in disqualification.

The following evaluation criteria categories and the percentage weights for each category, not necessarily listed in order of significance, will be used to evaluate proposals received in the response to this RFP solicitation.

EVALUATION CRITERIA CATEGORY	POINTS
Technical Approach	25
Financial Approach	20
Project Management	25
Innovation	5
Qualifications and Project Experience	25
TOTAL	100

The Evaluation Team recognizes it is premature to place a major emphasis on projected financial benefits prior to the completion of the IGEA, because the Audit will define the potential scope and cost benefit.

Detailed evaluation criteria for each category is listed below.

Technical Approach (25 points)

- Proposer proposed innovative, market-viable ideas for energy savings and a detailed and sound technical approach to meeting the Public Entity's energy efficiency objectives was provided.
- Quality of a proposed technical approach to conducting a facility energy review, including methods of analysis, engineering and understanding of existing building systems and conditions.
- Quality of the sample facility review.
- Quality of approach to savings measurement and verification.
- Quality of approach to project commissioning.
- Quality of sample IGEA for project like the Public Entity's project.
- Quality of baseline energy calculations and methodology for handling modifications/changes to the baseline.
- Quality of proposed training for facility staff.
- Quality of approach to savings measurement and verification.
- Quality of the Public Entity savings reports for similar clients to the Public Entity.
- Quality and feasibility of proposed preliminary technical measures.

Financial Approach (20 points)

- Financial soundness and stability of Proposer.
- Capability to develop projects which qualify for attractive financing terms.
- Reasonableness of IGEA costs.
- Reasonableness of Preliminary Project Costs and Cash Flow Analysis.
- Cost of annual fees for measurement and verification of savings.
- Adequate bonding capability.

Project Management (25 points)

- Clear assignment of responsibility for various project tasks to specific individuals.
- Ability to effectively manage project construction and complete the project on schedule and within budget.
- Proposer has demonstrated ability to carry out all tasks and responsibilities listed in the proposal.
- Proposer is able to meet the Public Entity's project completion deadline date.
- Quality of approach to operations and maintenance.
- Quality of monitoring, measurement, and verification services, and reporting on past projects.
- Clarity, organization, and level of detail in written proposal.
- Quality of communication skills of the Proposer's representatives at the oral interview.

Innovation (5 points)

- Quality of proposed innovative ECMs.
- Quality of benefits from innovative ECMs.
- Ability to implement innovative ECMs.

Qualifications and Project Experience (25 points)

- Verification that Proposer is DPMC classification in New Jersey. A Proposer must demonstrate that it has the necessary DPMC classification and is in good standing.
- Qualifications and experience of Proposer's personnel with guaranteed energy savings contracts on projects similar to the Public Entity's project show that they are qualified to execute the proposed development plan.
- Having successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by the Proposer. This includes examples of at least three clients within the past 5 years for which Proposer has successfully implemented an ESSC, NJ based projects preferred, where energy savings were calculated and verified as occurring in a manner consistent with projected results.
- Reliability of equipment performance on past projects.
- Documented energy savings on past projects similar to the Public Entity's project.
- Quality and completeness of past project documentation.
- Quality of client references.
- Quality of maintenance on past projects.
- Proposer is in good standing with the State and has all necessary certifications, registrations, and clearances.

Public Entity Award

After the Evaluation Committee completes its evaluation, it recommends to the Public Entity for award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the Public Entity, price and other factors considered. The Evaluation Committee

considers and assesses the evaluation criteria listed in this RFP and makes a recommendation to the Public Entity. The Public Entity may accept or reject the recommendation of the Evaluation Committee, in accordance with applicable law.

[Protest of Recommended Award](#)

The BPU must be notified that a Contractor has been selected within 5 days of award by the Public Entity.

This is the end of Part IV.

Part V: Terms and Conditions

The following terms and conditions shall apply to the ESSC:

Laws and Regulations

All applicable Federal, State and local laws and regulations shall apply to the RFP process and any resulting ESSC and are hereby incorporated by reference.

Subcontracting and Assignment

No portion of the work associated with this project may be subcontracted or assigned without the prior written approval of the Public Entity except to the extent required or permitted pursuant to N.J.S.A. 18A:18A-4.6(b). To the extent that subcontracting is required pursuant to statute, subcontractors must be obtained through a public bidding process in a manner consistent with all applicable public bidding and prevailing wage laws and requirements. All subcontractors must be classified by the New Jersey Department of Treasury, Division of Property Management and Construction, as applicable.

Modifications of RFP, Award and ESSC

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

Qualifications of Proposers

The Public Entity may make such investigation as it deems necessary, in accordance with applicable law, to determine the qualifications of the Proposers and, if subcontractors are included in the proposal, the qualifications of the proposed subcontractors to perform the work. The Proposer shall promptly furnish any information and data for this purpose as shall be requested by the Public Entity. The failure of a Proposer to timely produce information and data requested by the Public Entity may provide a basis for rejection of the proposal.

All Proposers shall submit a statement affirming that as of the time the proposal is submitted, neither Proposer nor any of its affiliates is included on the list of debarred, suspended or disqualified contractors maintained by the New Jersey Department of the Treasury, New Jersey Department of Labor and Workforce Development or any Federal agency. Proposer shall immediately notify the Public Entity if Proposer is placed upon the list of debarred, suspended or disqualified contractors after submission of the proposal. All DPMC qualifications must be maintained through project, not just at time of award.

Ownership Disclosures Required

Pursuant to N.J.S.A. 52:25-24.2, Proposer shall submit prior to or with its proposal, a statement setting forth the names and addresses of all stockholders if Proposer is a corporation, or of all individual partners if Proposer is a partnership, or if the Proposer is a limited liability company, of all members who own or control a ten percent (10%) or greater interest therein. Please submit using the linked form.

If one or more stockholder or partner is itself a corporation or partnership, the Proposer shall submit such further disclosures as are required by law and this RFP.

Form of Agreement

The ESSC executed with the Contractor shall meet the requirements set forth in this RFP. The ESSC shall be subject to all statutes, rules and regulations applicable to public contracts under the laws of the State of New Jersey, as well as any requirements for the design, implementation, financing, commissioning, maintenance and training established for energy savings programs by the ESIP Law and the Public Entity.

Ambiguity, Conflict or Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the Proposer shall immediately notify the Public Entity of such error in writing, which notice can be delivered by E-mail to the Issuing Officer.

Conditional Proposals

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

Costs

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

The Public Entity assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to the RFP. Proposers are responsible to assume all proposal- related costs and will not be compensated or reimbursed by the Public Entity for these costs.

Proposal Opening

Examination of the proposals will commence after public opening and the evaluation process will be initiated at that time. No proposal-related information or results will be conveyed via telephone. Proposals, amendments to proposals or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.

Basis of Proposal Award

The award shall be made to the most advantageous proposal, price and other factors considered, as determined by the Public Entity, in accordance with applicable law, based upon the Proposal evaluation criteria set forth within this RFP.

Disclaimers

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

Competitiveness and Integrity

The proposal process defined within this RFP is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. All evaluations will apply a consistent method of review and metrics to score Proposals. Proposers are to direct all communications regarding their proposal only to the Issuing Officer designated above and are not to contact Public Entity employees directly unless specifically directed to do so by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offending Proposer's proposal.

Political Contribution Annual Disclosure

New Jersey State law requires that Contractors receiving contracts from public entities, which, in the aggregate, exceed \$50,000.00 within a calendar year, file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission. N.J.S.A. 19:44A-20.27. The successful Proposer must determine if such filing is necessary.

H. Political Contribution Disclosure Regulations for Boards of Education (N.J.A.C. 6A:23A-6.3)

N.J.A.C. 6A:23A-6.3 prohibits award of all contracts of \$17,500 or greater to any vendor that contributed more than the reportable amount (currently \$200) to a board member during the previous year, and bars vendors from making contributions of more than the reportable amount (currently \$200) to individual board members during the life of the contract.

The regulation also applies the disclosure requirements in N.J.S.A. 19:44A-20.26 to contracts required by law to be publicly advertised for bids. Therefore, the regulation to file a Political Contribution Disclosure (PCD) applies to all contracts of \$17,500 or greater, regardless of the basis upon which the contract was awarded.

Common Language

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

Payments

If contract relates to goods and services, payments will be made by the Public Entity in accordance with the terms and conditions of the resulting ESSC with the awarded Contractor which shall comply with N.J.S.A. 18A:18A-10.1, and where applicable, N.J.S.A. 2A:30A-2.

If contract relates to construction, payments will be made by the Public Entity in accordance with the terms and conditions of the resulting ESSC with the awarded Contractor which shall comply with N.J.S.A. 2A:30A-2.

If the Public Entity elects not to proceed with program implementation, payment will be made to the Contractor for its proposed ESP and other agreed costs in accordance with the provisions of the executed IGEA Agreement as set forth herein.

Liability

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

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

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

Termination of Contract

The Public Entity may terminate either Part I or Part II of the ESSC in the event of a material breach by the Contractor. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of sixty (60) days to cure the breach. If the breach is not cured during such period, the Public Entity may then terminate the contract.

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

- (a) File a voluntary petition in bankruptcy, or have an involuntary petition filed against it under any applicable bankruptcy, insolvency or other similar law now or

hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) or have an order for relief entered against it. The provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, shall be applicable to the ESSC.

(b) File for reorganization, become insolvent or have a receiver or other officer having similar powers appointed to take control of its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within sixty (60) days thereafter); or

(c) Admit in writing its inability to pay its debts as such debts become due.

Governing Laws and Consent to Jurisdiction

The ESSC shall be governed by the laws of the State of New Jersey. The successful Proposer shall agree that the venue for any action or proceeding that arises in any manner out of performance of the RFP or ESSC shall be [NAME] County, State of New Jersey, and the Proposer shall consent and submit to the jurisdiction of the Superior Court.

Federal Funds Utilized within Project

To the extent any portion of the ESSC is paid with federal funds such as the CARES Act, American Rescue Plan (ARP), or other Pandemic relief funds, the Proposer, its employees, agents, representatives or subcontractors, shall agree to be bound by all terms and conditions of the federal reporting requirements and federal contract provisions.

Document Retention

The successful Proposer shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller and/or BPU ESIP Program Coordinator upon request.

Duration of Contract

The duration of the ESSC will be for a term not to exceed fifteen (15) years, or twenty (20) years if **Combined Heat and Power**, also known as cogeneration, is part of the ESIP, commencing upon the completion of construction unless otherwise provided herein. In the event the Public Entity determines not to proceed with the ESIP portion of the services, the successful Proposer will be paid for the work done to that point in accordance with the amounts as agreed by the Proposer and Public Entity.

Labor and Prevailing Wages

The Contractor shall be subject to the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-25 et seq. Under the Act, "Public work" means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract, and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean

construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or:

- **(a)** Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and
- **(b)** The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

The successful Contractor and its subcontractors shall be obligated to pay not less than the prevailing wage rate, to submit certified payrolls as documentation of compliance if requested, and to permit on-site monitoring by the Public Entity. In the event it is found that any worker, employed by the Contractor or any subcontractor covered by this contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Public Entity may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion otherwise. The Contractor and its sureties shall be liable for any excess costs occasioned thereby to the Public Entity.

The successful Proposer's signature on this proposal shall represent its guarantee that Proposer is not listed or on record in the Office of the Commissioner of the Department of Labor as having failed to pay prevailing wages in accordance with the provisions of the Prevailing Wage Act.

Permits and Licenses

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

Public Works Contractor Registration

Pursuant to N.J.S.A. 34:11-56.26, the Proposer shall hold a valid Public Works Contractor Registration at the time the Proposal is submitted and for the term of the contract. All listed subcontractors must also hold a valid Public Works Contractor Registration Certificate at the time the Proposal is submitted. All non-listed subcontractors shall hold a valid certificate prior to commencing work on the project. All contractors and subcontractors shall hold said certificates throughout the term of their work on the contract. No subcontractor, including a subcontractor not listed in the proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that N.J.S.A. 34:11-56.26. If a Joint Venture is a Proposer, the Joint Venture as an entity must hold a valid Public Works Contractor Registration.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

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

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

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

This is the end of Part V.

Part VI: Definitions

ESIP RFP Definitions

The following words and terms, when used in this RFP template, shall have the following meanings, unless the context clearly indicates otherwise.

“ASHRAE Audit” means the standard set by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) for Commercial Building Energy Audits. There are three levels of ASHRAE Audit:

Level 1 – Walk-Through Survey;

Level 2 – Energy Survey and Analysis; and

Level 3 – Detailed Analysis of Capital-Intensive Modifications.

The Board relies on the latest standards and procedures for defining the levels of audit.

“Board” or **“BPU”** means the New Jersey Board of Public Utilities.

“BPU’s Technical Reference Manual” means the document containing standardized methodologies, updated periodically and posted on the New Jersey Clean Energy Program website as the Protocols to Measure Resource Savings that have been developed to measure resource savings or generation from measures and technology eligible for incentives from the New Jersey Clean Energy Program (formerly “BPU Protocols”).

“Cash Flow Analysis” means demonstration of the method to examine how an ESIP generates and spends money over the project’s financing term with a net positive cash flow in accordance with the ESIP laws, pursuant to N.J.S.A. 18A:18A-4.6(d)(2).

“Combined Heat and Power” or **“CHP”** means an energy efficient technology that generates electricity and captures the heat that would otherwise be wasted to provide useful thermal energy that can be used for space heating, cooling, domestic hot water and industrial processes.

“Contingency fund” means a sum of money allocated for use in an emergency or to cover unforeseen expenses.

“Contractor” means the ESCO selected pursuant to this RFP that undertakes an ESSC to provide materials or labor for the services identified in the ESSC.

“Current Market Rate” means the price currently asked for a commodity or service in a particular market or the current annual percentage rate of interest on loans or accruing to investments as determined by market forces.

“Direct digital controls” are an open protocol format and meet the interoperability guidelines established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

“Direct Digital Control Systems” means the devices and computerized control equipment that contain software and computer interfaces, such as a Building Automation System, that perform the logic that control a building's heating, ventilating, and air conditioning system.

“Do-It-Yourself ESIP Model” or **“DIY”** means the choice by an authorized public entity with in-house expertise to complete the ESIP work or to retain an engineer or an architectural firm with engineering capabilities to assist with the ESIP and the procurement of ESIP-related services.

“Energy Conservation Measure” or **“ECM”** means an improvement that results in reduced energy use and costs without capital expenditure, including, but not limited to, installation of energy efficient equipment; demand response equipment; combined heat and power systems; facilities for the production of renewable energy; water conservation measures, fixtures, or facilities;

building envelope improvements that are part of an ESIP; and related control systems for each of the foregoing.

“Energy savings” means a measured reduction in fuel, energy, operating, or maintenance costs resulting from the implementation of one or more ECMs when compared with an established baseline of previous fuel, energy, operating, or maintenance costs, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed as part of an Energy Savings Plan (ESP).

“Energy Savings Improvement Program” or **“ESIP”** means an initiative of a public entity, as defined in this section, to implement ECMs in existing facilities, provided that the value of the energy savings resulting from the program will be sufficient to cover the cost of the project's ECMs.

“Energy Services Company” or **“ESCO”** means a commercial entity that is qualified by the Division of Property Management and Construction (DPMC) in the Department of Treasury to develop and implement an ESP.

“ESCO Model” means the choice by an authorized public entity to complete ESIP work by hiring the services of an ESCO, a turnkey style approach. An RFP is required for this model.

“ESIP Coordinator” means a staff member from the Board of Public Utilities (Staff) designated to review and approve the ESIP components, including RFP, plan, and implementation by a public entity.

“ESIP Law” means legislation developed in 2009 and amended in 2012 that enabled this program (N.J.S.A. 18A:18A-4.6 and N.J.S.A. 18A:18A-42)

“ESIP RFP” means a standard request for proposal provided by the BPU to be used for all ESIP projects to be undertaken by any public entity authorized to implement an ESIP. This RFP shall be approved by the ESIP Coordinator prior to advertising.

“Energy savings obligation” means a bond, note, or other agreement evidencing the obligation to repay borrowed funds incurred in order to finance energy savings improvements.

“Energy Savings Plan” or **“ESP”** means the document that describes the actions to be taken and monetary savings to be realized to implement the ESIP.

“Energy Savings Services Contract” or **“ESSC”** means a contract with an energy savings company to develop an energy savings plan, prepare bid specifications, manage the performance, provision, construction, and installation of energy conservation measures by subcontractors, to offer a guarantee of energy savings derived from the implementation of an energy savings plan, and may include a provision to manage the bidding process. It can be authorized as two separate parts. Part I covers the audit and ESP while Part II implements the ECMs and commissions the equipment. There may or may not be a performance guarantee provision built into the second part of the contract.

“Hybrid ESIP Model” or **“Hybrid”** means a combination of ESCO and DIY models where the public entity retains a licensed professional (architect/engineer) to design and manage the ESIP and the ESCO serves as a sub-contractor. This template is required for hiring an ESCO for the Hybrid Model.

“Investment Grade Energy Audit” or **“IGEA”** means a study by the qualified energy service provider selected for a particular energy performance contract project, the estimated costs of the improvements, and the operations and maintenance cost savings and utility cost savings projected to result from the recommended improvements.

“Issuing Officer” means the purchasing agent, school business administrator or counsel that is authorized to issue the RFP.

“Measurement and Verification” or **“M&V”** means a method to measure and verify, in a defined, disciplined, and transparent way, the energy savings resulting from planned and defined changes to all or parts of the energy infrastructure of a specific facility or a group of specific facilities. The savings are measured and verified without regard to the energy performance of any facility other than the facility at which an ECM is implemented.

“Milestone Reporting Schedule” means the schedule of required periodic reporting concerning the implementation of the ESP.

“Operations and Maintenance” or **“O&M”** means the functions, duties and labor associated with the daily operations and normal repairs, replacement of parts and structural components, and other activities needed to preserve a mechanical component of a facility so that it continues to provide acceptable services and achieves its expected life.

“Procurement” means the stages of the ESIP, from development of RFPs for equipment, materials, and services through the issuance of contracts.

“Project Manager” means the designated main point of contact on the Contractor side who is responsible for overseeing the planning, design, construction, and M&V of the project. If a performance guarantee is purchased, the designated person shall be identified.

“Proposal” means a comprehensive package that includes all project related information such as estimates, quotes and any other required documents with specific details to the scope, timelines, deliverables and costs.

“Proposer” means the ESCO responsible for submitting a proposal which, if accepted, would result in a Government Contract.

“Public Entity” means any New Jersey government entity that is authorized to expend public funds and enter into contracts. This includes New Jersey State agencies, authorities, public institutions of higher education, county colleges, local boards of education, transit authorities, and county and municipal governments.

“Public Entity Project Manager” means a designated employee from the public entity with decision making authority to coordinate with the Contractor and the Board to address issues associated with the implementation of the ESIP as they arise, provided that any decision requiring a change order shall be made only upon approval of the public entity.

“Request for Proposal” or **“RFP”** means a document that solicits a proposal, often made through a bidding process, by an agency interested in procurement of a commodity, service, or asset, to potential suppliers to submit business proposals.

“Subcontractor” means businesses or individuals that carry out work for a contractor as part of the larger contracted project.

“Water conservation measure” means an alteration to a facility or equipment that reduces water consumption, maximizes the efficiency of water use, or reduces water loss.

Part VII: Appendix

BPU Required Project Forms

Form I	ESCO's Technical Energy Assessment
Form II	Energy Conservation Measures
Form III	Projected Annual Energy Savings Data Form
Form IV	Projected Annual Energy Savings Data Form in MMBTU's
Form V	Base Case Project Cost Form - ESCO's Preliminary Project Cost and Cash Flow Analysis
Form VI	Annual Cash Flow - ESCO's Preliminary Project Cost and Cash Flow Analysis
Form VII	Supplemental ESCO Information

NJ Standard Bid Required Documents

- EXHIBIT A Ownership Disclosure Form
- EXHIBIT B No Material Adverse Change Affidavit
- EXHIBIT C DPMC Classification of Bidders
- EXHIBIT D Total Amount of Uncompleted Contracts
- EXHIBIT E Bid Guarantee
- EXHIBIT F Consent of Surety
- EXHIBIT G Named Subcontractors in Bid for Listed Specialty Trades
- EXHIBIT H Pay to Play for School Board Awards
- EXHIBIT I Federal Debarment Certification
- EXHIBIT J Business Registration Certificate
- EXHIBIT K Public Works Contractor Registration Certificate
- EXHIBIT L Certification of Non-Involvement of Prohibited Activities in Russia/Belarus
- EXHIBIT M Disclosure of Investment Activities in Iran Certification
- EXHIBIT N EEO/AA Form AA-201
- EXHIBIT O EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report

FORM I

ESCOs Technical Energy Assessment

Each Proposer is required to fully answer all questions in each category listed below. Proposers must also include a Table of Contents, which indicates the section and page numbers corresponding to the information included. Failure to submit the requested information as specified in this RFP will result in the deduction of points.

PROJECT MANAGEMENT

Project Summary.

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your company for this project including the added value to [Public Entity] of your company's services.

Project Work Plan and Milestones.

Describe your proposed management plan for accomplishing the work. Provide a proposed project schedule and a sample timeline of milestones necessary to implement all phases of the project.

Training Provisions.

Describe your proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract and how you will address any turnover of key facility personnel as it relates to project performance.

Project Financing.

Describe your company's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

SITE SPECIFIC

Technical Site Assessment.

Based upon your preliminary technical energy assessment and available information, discuss the site conditions, status of building systems, current operating procedures and potential cost-effective energy improvement opportunities. Describe any equipment modifications, installations or replacements at the facilities that you propose to implement and those that warrant further study. Describe any operational changes you would recommend. If innovative or exotic technologies are being proposed, please provide information on previous installations on similar projects, including cost and performance results, and your company's in-house expertise or subcontractor relationship established to implement the technology.

Energy Baseline Calculation Methodology and Measurement and Verification Plan.

Describe in the methods used to compute baseline energy use. Describe any computerized modeling programs used to establish baseline consumption. Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc. Indicate any operational cost savings opportunities and how such savings are to be identified, documented and measured.

Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

Equipment Maintenance Approach.

Please describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services projected for this project. Please discuss the role of [Public Entity]'s personnel in performing maintenance on the new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

FORM II

Energy Conservation Measures Summary Form

Public Entity _____

ESCO Name: _____

Proposed Preliminary Energy Savings Plan: ECMs (Base Project)	Estimated Installed Hard Costs ⁽¹⁾ \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals			

Optional ECMs <i>Considered, but not included</i>	Estimated Installed Hard Costs ¹ \$	Estimated Annual Savings \$	Estimated Simple Payback (years)
1.			
2.			
3.			
4.			
5.			
Totals			

Proposed Facility Alterations needed to Implement Energy Conservation Measures			
Description	Supporting ECM	Estimated Cost	Percentage of Total Project Cost (Not to exceed 15%)
1.			
2.			
3.			
4.			
5.			
Totals			

Proposed Energy Related Capital Improvements (that do not reduce energy usage)			
Description		Estimated Cost	Alternate Funding Source(may not be funded through ESIP)
1.			
2.			
3.			
4.			
5.			
Totals			

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

FORM III

Projected Annual Energy Savings Data Form

Public Entity _____ ESCO Name: _____

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

Energy/Water	ESCO Developed Baseline (Units) (2)	ESCO Developed Baseline (Costs \$) (2)	Proposed Annual Savings (Units) (3)	Proposed Annual Savings (Costs \$) (3)
Electric Demand KW				
Electric Energy KWH				
Natural Gas (ccf)				
Fuel Oil (Gallons)				
Steam (Lbs)				
Water (Gallons)				
Other (Specify) (Units)				

AVOIDED EMISSIONS (1)	Provide in Pounds (Lbs)	
NOX	Lbs	
SO2	Lbs	
CO2	Lbs	

(1) ESCOs are to use the rates provided as part of this RFP to calculate Avoided Emissions. Calculations for all project energy savings and greenhouse gas reductions will be conducted in accordance with BPU’s Technical Reference Manual (TRM), formerly “BPU Protocols”.

(2) “ESCOs Developed Baseline”: District’s current annual usages and costs as determined by the proposing ESCO; based off District’s utility information as provided to proposing ESCO.

(3) “Proposed Annual Savings”: ESCOs proposed annual savings resulting from the District’s implementation of the proposed ESP, as based upon “ESCOs Developed Baseline”.

FORM IV

Projected Annual Energy Savings Data Form in MMBTUs

Public Entity _____ **ESCO Name:** _____

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

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

(MMBTUs)			
----------	--	--	--

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

FORM V

ESCO's Proposed Project Costs and Cash Flow Analysis

Public Entity _____ ESCO Name: _____

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

PROPOSED ANNUAL SERVICE FEES

First Year Annual Service Fees	Fees ⁽¹⁾ Dollar Value \$	Percentage of Hard Costs
Measurement and Verification		

ENERGY STAR™ Services		
Maintenance		
Performance Monitoring		
On-going Training Services		
Verification Reports		
TOTAL FIRST YEAR ANNUAL SERVICES		

ESCO's interest rate for this project at the time of submission: **5% (Standard Base Case)**

Financial Institution: _____

Contact person: _____

NOTES:

(1) Fees should include all mark-ups, overhead, and profit. Figures stated as a range will not be accepted.

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

Form VI

ESCO's Preliminary Annual Cash Flow Analysis Form

Public Entity _____ ESCO Name: _____

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

(a) The cost of all types of energy should be assumed to inflate at **2.4% gas, 2.2% electric** per year. No other escalators are permitted.

1. Term of Agreement: 15 years (____ Months) or 20 years (____ Months) 2. Construction Period ⁽²⁾ (months): _____

Total Estimated Project Cost ⁽¹⁾: _____ Interest Rate to Be Used for Proposal Purposes **5.0%**

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

NOTES:

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

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

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

(4) BPU is requiring that all ESIP projects consult with the DCA and follow all DCA guidance regarding procurement. Additionally, utility incentives must be detailed on ESIP forms.

Form VII

Supplemental ESCO Information

1. State whether the Proposer is a manufacturer of or is associated with a particular product or product line as an authorized supplier, distributor, or installer.

If so, the products manufactured shall be identified and/or such product associations or relationships shall be described with specificity.

2. State whether any products identified in response to this section will be proposed for use by the Public Entity as part of the ESP.

3. The proposer shall state whether it is owned, in whole or in part by, affiliated with, or is a division or subsidiary of a public utility or fossil fuel supplier. If so, identify the company with which the ESCO is affiliated or by which the ESCO is owned.

4. State the percentage of Proposer's business that is devoted to energy-savings related services, including, but not limited to, energy efficiency and conservation, energy supply management, renewables, demand response, and power purchase arrangements.

5. State whether Proposer utilizes open protocol system architecture.

6. Identify and describe with specificity any proprietary solution to be offered that is incompatible with open protocol system architecture.

EXHIBIT A

STATEMENT OF OWNERSHIP DISCLOSURE



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

DPP Rev. 9.21.2022

EXHIBIT B

NO MATERIAL ADVERSE CHANGE IN QUALIFICATION

N.J.S.A.18A:18A-32

I am _____ (*Position in Company*), and the bidder for the above-named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required and as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

EXHIBIT C

DPMC CLASSIFICATION OF BIDDERS

N.J.S.A. 18A:18A-26

_____ is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq.
(Name of Company)

This Classification became effective _____ (Date)

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

EXHIBIT D

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

N.J.A.C. 17:19-2.13

The total amount of uncompleted work is \$ _____ as of _____ (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

Signature of Authorized Representative

Date

Sworn and subscribed to before me this _____ day of _____ in the Year _____.

Signature of Notary

Print Name of Notary

Notary Public of _____

My Commission Expires: _____
Month Day Year

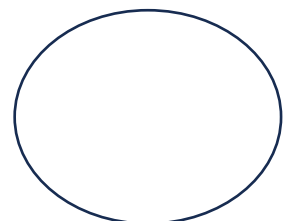


EXHIBIT E

BID GUARANTEE

N.J.S.A. 18A:18A-24

Bidders shall submit with their bid package a bid guarantee made payable to the school district ("District"). The guarantee shall be in the form of a certified check, cashier's check or bid bond in the amount of 10% of the bid, but not in excess of \$20,000. Such deposit shall be forfeited upon refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and surety (performance) bond filed with the Board of Education.

The bid guarantee checks from unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. **Failure to submit a properly executed bid guarantee shall be cause for disqualification and rejection of bid.**

Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education. The bid guarantee shall include the bid number or solicitation number assigned by the board of education. The board **will not** accept a bid with multiple bid numbers listed on the bid bond.

EXHIBIT F

CONSENT OF SURETY

N.J.S.A. 2A:44-143

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

.....
.....
.....

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

.....
.....
.....

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to N.J.S.A. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

.....
.....
.....

(4) The amount of the bond to which this statement and certification is attached is \$

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

.....

.....

.....; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under N.J.S.A. 17:51B-1 et seq. and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I (name of agent), as (title of agent) for
..... (name of surety), a corporation/mutual insurance company/other (indicating
type of business organization) (circle one) domiciled in (state of domicile), DO
HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true,
and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

.....

(Signature of certifying agent)

.....

(Printed name of certifying agent)

.....

(Title of certifying agent)

EXHIBIT G

NAMED SUBCONTRACTORS IN BID FOR LISTED SPECIALTY TRADES

N.J.S.A. 18A:18A-18

Bid No. _____ Bid Date _____

Name of Bidding Company _____

Please Check One.

_____ will sub-contract a portion of this project.

_____ will not sub-contract any portion of this project.

Authorized Agent _____ **Title** _____

Signature of Bidder _____ **Date** _____

If the bidder will subcontract any of the following:

- Plumbing/gas fitting work;
- Electrical work, tele-data, fire alarm or security systems
- Refrigeration/heating/ventilating systems & equipment
- Structural steel/ornamental iron work

then the bidder must do the following:

- 1) Identify the contract number and type of work he intends to subcontract;
- 2) Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) required to be listed by N.J.S.A. 18A:18A-18 on the following pages. Bidders may make extra copies of the following pages. ** Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as non-responsive.*

Bid No. _____

Bid Date _____

1. Sub-Contractor for _____

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ email _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes	Estimated Value of Contract \$_____
_____ No	Estimated Value of Contract \$_____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The Bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and

Certification of Equipment

The _____ (*Name of Bidding Company*) hereby certifies the above named subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent/Bidder(print)

Signature of Authorized Agent/Bidder

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

County Commissioners

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM**

https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_play.html **A**

COUNTY-BASED, CUSTOMIZABLE FORM.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐

For-Profit Corporation (any type)

☐

Limited Liability Company (LLC)

☐

Partnership

☐

Limited Partnership

☐

Limited Liability Partnership (LLP)

☐

Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

EXHIBIT I

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment. (continued on next page)

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Physical Address			
OR			
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	

Signature:		Date:	
------------	--	-------	--

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p>
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	<p>The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	<p>Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).</p>
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	<div style="display: flex; justify-content: space-between;"> <div>Title:</div> <div></div> </div>
Signature:	<div style="display: flex; justify-content: space-between;"> <div>Date:</div> <div></div> </div>

EXHIBIT J

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44

(sample below) Please provide your own.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-362/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(06-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107130

ISSUANCE DATE:
07/14/04

Act. Director
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

EXHIBIT K

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE

N.J.S.A. 34:11-56.48 et seq.

(sample below) Please provide your own.

SAMPLE

Certificate Number 718353		Registration Date: 12/27/2018 Expiration Date: 12/26/2019
<h2>State of New Jersey</h2> <h3>Department of Labor and Workforce Development</h3> <h4>Division of Wage and Hour Compliance</h4> <h3>Public Works Contractor Registration Act</h3> <p>Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:</p> <div style="display: flex; justify-content: space-between; align-items: center;"><div><p>Responsible Representative(s): Daniel Haer, CEO</p></div><div style="text-align: center;"><h1>2018</h1><p>Floor Skinz</p></div><div><p>Responsible Representative(s): Michael Ippolito, COO</p></div></div> <div style="display: flex; justify-content: space-between; align-items: center;"><div> Robert Asaro-Angelo, Commissioner Department of Labor and Workforce Development</div><div style="text-align: center;">NON TRANSFERABLE</div><div><p>This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.</p></div></div>		

EXHIBIT L



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

EXHIBIT M



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE:

VENDOR NAME:

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

STATE OF NEW JERSEY		Official Use Only	
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM		Assignment	
INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION		Code	
For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf			
1. FID NUMBER		2. CONTRACTOR ID NUMBER	
3. NAME AND ADDRESS OF PRIME CONTRACTOR		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
(Name)		Name:	
(Street Address)		Address:	
(City) (State) (Zip Code)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>		6. NAME AND ADDRESS OF PROJECT	
		Name:	
		Address:	
		7. PROJECT NUMBER	
		COUNTY	
9. TRADE OR CRAFT		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
		PROJECTED TOTAL EMPLOYEES	
		PROJECTED MINORITY EMPLOYEES	
		PROJECTED PHASE - IN	
		PROJECTED COMPLETION	
		DATE	
		DATE	
1. ASBESTOS WORKER			
2. BRICKLAYER OR MASON			
3. CARPENTER			
4. ELECTRICIAN			
5. GLAZIER			
6. HVAC MECHANIC			
7. IRONWORKER			
8. OPERATING ENGINEER			
9. PAINTER			
10. PLUMBER			
11. ROOFER			
12. SHEET METAL WORKER			
13. SPRINKLER FITTER			
14. STEAMFITTER			
15. SURVEYOR			
16. TILER			
17. TRUCK DRIVER			
18. LABORER			
19. OTHER			
20. OTHER			
I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.			
(Signature)			
10. (Please Print Your Name)			
(Title)			
(Area Code) (Telephone Number) (Ext.) (Date)			

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT –CONSTRUCTION

(AA201)

Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.

- **Note:** The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
- Enter the prime contractor's name, address and zip code number.
- Check box if Company is Minority Owned or Woman Owned
- Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
- Enter the name and address of the project, including the county in which the project is located.
- **Note:** A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
 - Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
- Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
- Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT**

EXHIBIT O EEO/AA FORM AA-302 N.J.S.A. 10:5-32; N.J.A.C 17:27-3.1; N.J.A.C.17:27-6.2

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <https://www.state.nj.us/treasury/contract-compliance/documents/pdf/forms/aa302ins.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	IN AUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORY	ALL			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/													
Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi- skilled)													
Laborers (Unskilled)													
Service													
Workers													
TOTAL													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
--	--	---

13. DATES OF PAYROLL PERIOD USED From To:	
--	--

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE	ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

Proposer's Checklist

<u>ACTION OR DOCUMENT</u>	<u>Initials</u>
Attended optional pre-bid conference	
Conducted No Less than 1(one) Site Inspection of each RFP Specified Facility	
Reviewed All RFP Documents and Laws and Regulations that in any manner may affect Cost, Progress, or Performance	
Fully Completed Each Proposal Section and Adhered to the Proposal Format Provided	
Fully Completed and Included all BPU Required Proposal Forms I – VII	
Fully Completed and Included the Following State Required Documents below:	
<ul style="list-style-type: none"> Ownership Disclosure Form (Due with Bid Submission) EXHIBIT A 	
<ul style="list-style-type: none"> No Material Adverse Change Affidavit (Due with Bid Submission) EXHIBIT B 	
<ul style="list-style-type: none"> DPMC Classification of Bidders (Due with Bid Submission) EXHIBIT C 	
<ul style="list-style-type: none"> Total Amount of Uncompleted Contracts (Due with Bid Submission) EXHIBIT D 	
<ul style="list-style-type: none"> Bid Guarantee (Due with Bid Submission) EXHIBIT E 	
<ul style="list-style-type: none"> Consent of Surety (Due with Bid Submission) EXHIBIT F 	
<ul style="list-style-type: none"> Named Subcontractors in Bid for Listed Specialty Trades (Due with Bid Submission) EXHIBIT G 	
<ul style="list-style-type: none"> Pay to Play for School Board Awards (Due 10 days Prior to Contract Award) EXHIBIT H 	
<ul style="list-style-type: none"> Federal Debarment Certification (Due Prior to Contract Award) EXHIBIT I 	
<ul style="list-style-type: none"> Business Registration Certificate (Due Prior to Contract Award) EXHIBIT J 	
<ul style="list-style-type: none"> Public Works Contractor Registration Certificate (Due Prior to Contract Award) EXHIBIT K 	
<ul style="list-style-type: none"> Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Due Prior to Contract Award) EXHIBIT L 	
<ul style="list-style-type: none"> Disclosure of Investment Activities in Iran EXHIBIT M (Due Prior to Contract Award) 	
<ul style="list-style-type: none"> EEO/AA Form AA-201 (Due After Notice of Award, Prior to Signing Contract) EXHIBIT N 	
<ul style="list-style-type: none"> EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report (Due After Notice of Award, Prior to Signing Contract) EXHIBIT O 	
<ul style="list-style-type: none"> Acknowledged All Addenda on Proposer's Signature Form 	

NOTE: FAILURE TO COMPLY WITH THE RFP PROCESS, AND COMPLETE AND SUBMIT THE ABOVE DOCUMENTS ON THE FORMS PROVIDED HEREIN AND BY THE TIMES HEREIN STATED, MAY RESULT IN REJECTION OF YOUR PROPOSAL.

The Proposer will provide the above checklist which shall be properly completed with the proposal and submitted to the Board as part of the proposal.

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

PROPOSER (SIGNATURE): _____