

REQUEST FOR QUALIFICATIONS

**FOR
Energy Consultant**

**Issued By The
The New Jersey Sustainable Energy Joint Meeting (NJ SEM)**

**Date Issued:
October 20, 2017**

**Responses Due by:
November 3, 2017**

**REQUEST FOR QUALIFICATIONS
TO SERVE AS
ENERGY CONSULTANT
FOR THE
NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING**

I. PURPOSE AND INTENT

Through this Request for Qualifications (RFQ), the New Jersey Sustainable Energy Joint Meeting (hereinafter the “SEM”) seeks to engage a vendor as Energy Consultant for the 2018 year, and possibly 2019 year commencing on January 1, 2018 or upon appointment, determined in the sole discretion of the SEM.. This contract will be awarded for one to two years, through a fair and open process pursuant to NJSA 19:44A-20.4 et seq. The selected energy consultant will have multiple duties and responsibilities including advising the SEM membership with regard to the procurement of natural gas and electricity.

II. PROPOSAL SUBMISSION

Submit one (1) original paper copy, clearly marked as the “ORIGINAL”. We will contact all responders after the deadline to request an electronic copy of the response, via email.

New Jersey Sustainable Energy Joint Meeting
c/o PERMA
9 Campus Drive, Suite 216
Parsippany, NJ 07054
RFQ RESPONSE ENCLOSED

The proposal must be received by November 3, 2017 at 10:00 a.m.

Faxed proposals will NOT be accepted.

Any inquiry concerning this RFQ should be directed in writing to:

Jason Thorpe
Account Manager, c/o PERMA
New Jersey Sustainable Energy Joint Meeting
9 Campus Drive, Suite 216
Parsippany, NJ 07054

This Request for Qualifications is to solicit professional services. All documents and information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The SEM will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The SEM reserves the right to reject any and all proposals in whole or in part and waive such informalities as may be permitted by law. The SEM further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. The SEM reserves the right to negotiate contracts for such services and seek amendments to any proposal.

III. GENERAL INFORMATION ON THE FUNCTIONS OF THE SEM

The New Jersey Sustainable Energy Joint Meeting (SEM) is an aggregation group of approximately 200 governing bodies that have entered into a joint contract providing for the operation of public services, public improvement work, facilities, or undertakings which the local units are empowered to operate. The primary focus of the SEM is energy acquisitions and the aggregation of our member's energy load in an effort to secure a rate that is at or below the current available market rate. Aggregation of these energy loads allows small energy consumers to have equal footing with large energy users and makes them more attractive to licensed third party suppliers.

IV. MINIMUM QUALIFICATIONS

See Exhibit A

V. SCOPE OF SERVICES

The energy consultant will work together with the SEM's legal counsel and other selected professionals to assist the membership in the successful procurement of energy. The energy consultant will also be responsible for providing guidance and understanding on a variety of existing and future energy-related regulations along with new sustainable energy products and services, including but not limited to solar thermal, solar PV, biodiesel, geothermal, wind, combined heat and power, LEED, building commissioning, demand response and carbon emission credits. For the exact duties of the energy consultant, see "SERVICES" section of the contract attached in Exhibit C.

VI. MANDATORY CONTENTS OF PROPOSAL

- 1) Contact Information: Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal.
- 2) A fee proposal for the 2018 year and a fee proposal for 2019.
- 3) A statement detailing how the responder meets minimum qualifications in Exhibit A. List the first item in the exhibit followed with the specific response, followed with the

next item and the response, and so on. Also include a staffing plan listing those persons who will be assigned to the engagement if selected, including the designation of the person who would be the responder's officer responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information shall further include, at a minimum, a description of each person's relevant professional experience, years and type of experience, and number of years with the responder. The responder shall also include in an addendum a copy of the application forms required by the Department of Banking and Insurance pursuant to NJAC 11:15 – 2.6 (c) 8, political disclosure statement, Non-Collusion Certificate and a Disclosure of Investment Activities in Iran attached as Exhibits D, E, F, and G.

4) The responder's general approach to providing the services required under this RFQ

5) A description of the responder's experience in performing services of the type described in this RFQ. Specifically identify client size and specific examples of similarities with the scope of services required under this RFQ.

6) A description concerning specific and quantifiable cost savings the responder can demonstrate from similar engagements and the rationale why the SEM should consider this experience when evaluating the responder's cost proposal.

7) A description of resources of the responder, including the ability to electronically organize the SEM data and report results to the SEM offices. In addition, be capable and provide the information and data necessary for a savings calculator by member.

8) The location of the office or offices at which the responder proposes to perform services required under this RFQ. Specifically, the responder must state in its proposal whether or not the responder is registered as a small business enterprise ("SBE") with the New Jersey Commerce and Economic Growth Commission New Jersey's Set-Aside Program.

9) At least five references including the contact names, titles and phone numbers.

10) Any existing or potential conflicts of interest. Disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the SEM.

11) Contract will be in accordance with NJAC 17:44-2.2 - which requires all vendors to maintain all documentation related to the services provided for a period of five years from the date of final payment. Records to be made available to the state office of comptroller upon request.

VII. EVALUATION COMMITTEE

The Management Committee shall serve as the “Evaluation Committee” for this RFQ. Selection of the NJSEM Energy Consultant shall be solely on the NJSEM Evaluation Committee’s evaluation of the submitted material in the criteria set forth in this document. The NJSEM reserves the right to negotiate the terms and conditions of a contract with the successful applicant to obtain the most advantageous situation for the NJSEM.

VIII. INTERVIEW & CLARIFICATION

The SEM reserves the right but has no obligation to interview any or all of the responders and the right to request clarifying information subsequent to submission of the proposal.

IX. SELECTION PROCESS AND CRITERIA

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the minimum requirements, the SEM will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) The vendor’s general approach to providing the services required under this RFQ.
- (b) The vendor’s documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFQ
- (c) The qualifications and experience of the vendor’s management.
- (d) Supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFQ.
- (e) The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline. This criterion will include, but not be limited to, the following factors:
 - 1) The number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFQ.
 - 2) The availability and commitment to the engagement of the vendor’s management, supervisory and other staff proposed;
 - 3) The vendor’s contract management plan, including the vendor’s contract organizational chart.
 - 4) The vendor’s ability to match the SEM’s existing reporting capabilities, at minimum
 - 5) Pricing

- (e) The vendors approach to providing marketing materials and communications to both current membership and prospective membership.
- (f) The vendors approach on the handling of other aggregation groups that the vendor may already be the energy consultant to. The vendor should specify how they would market a new member and to which group. If the proposer currently is a consultant to an energy aggregation group of NJ municipalities, explain how the proposer would alleviate potential conflicts.
- (g) Scoring of the vendors will be based on the tabulation found in Exhibit 'B'

X. CONTRACT

The contract between the SEM and the selected vendor(s) shall be comprised the contract attached as Exhibit C, this RFQ, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

Submit all materials in a sealed envelope addressed to Jason Thorpe, Account Manager, New Jersey Sustainable Energy Joint Meeting, 9 Campus Drive, Suite 216 Parsippany, NJ 07054, to be received on or before 10:00 a.m. on November 3, 2017. Please indicate that envelope contains an NJ SEM RFQ Response.

Submit one (1) original paper copy, clearly marked as the "ORIGINAL". We will contact all responders after the deadline to request an electronic copy of the response, via email.

Jason Thorpe, Account Manager
New Jersey Sustainable Energy Joint Meeting
c/o PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054
Contains NJ SEM RFQ Response

Faxed or E-Mailed proposals will NOT be accepted.

NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING

EXHIBIT A

NJ SEM

Request for Qualifications for Energy Consultant

Minimum Qualifications

Applicant vendors must establish that they meet the following minimum qualifications:

In addition to the requirements set forth in Section VI.3) of the RFQ, at a minimum, the energy consultant will provide a copy of the consultant's New Jersey Business Registration Certificate, and a resume containing proper documentation to meet the following qualifications:

A detailed statement of the consultant's understanding of the SEM, its purpose and intent and the way in which the consultant intends to provide the required energy-related services to the membership.

1. Be a NJ Board of Public Utilities approved Energy Consultant, Agent and Private Aggregator.
2. Employ multiple staff with a minimum of five (5) years of experience in the energy or utilities field. Senior staff should hold certifications including PE, CEM, and LEED. Provide an organizational chart that details the energy staff proposed to provide services to the SEM.
3. Demonstrated experience in supplying energy consulting services to public entities, including municipalities, counties, BOE, and authorities, in the area of electric and natural gas procurement.
4. Confirmation that the consultant has experience with and will utilize the Electronic Data Interchange (EDI) system to access customer and utility usage information.
5. Experience and success in utilizing an on-line reverse auction process for the procurement of energy on behalf of government entities.
6. Provide evidence of an existing arrangement with an approved NJ Department of Community Affairs supplier of automated auction platforms for energy supplier solicitations.
7. Offer demonstrated experience of broad-based sustainable energy services that have been provided to public entities, including municipalities, counties, and authorities in the areas of energy efficiency auditing, building commissioning in public buildings, measurement and verification of energy conservation measures, greenhouse gas initiatives, and demonstrated experience in sustainable energy projects for public entities. Please provide a list of projects completed.
8. The ability to offer energy-related design engineering expertise, advice and services as required by SEM membership
9. Demonstrated knowledge with alternative financing for government clients including the development, structuring and implementation of power purchase agreements, energy service performance contracts and third party ownership models, as well as a complete understanding of State, Federal and other incentive, grant or assistance programs applicable to government entities.

10. An organization that has the marketing capabilities to reach out to both current membership and potential new members to the SEM.
11. An organization that will attend conferences/conventions to promote and support the SEM.

All information requested is mandatory.

EXHIBIT B

NEW JERSEY SUSTAINABLE ENERGY JOINT MEETING					
QUALIFICATIONS EVALUATION CRITERIA					
	CRITERIA - ENERGY CONSULTANT		WEIGHT	ELIGIBLE POINTS	TOTAL POSSIBLE SCORE
1	The vendor's general approach to providing the services required under this RFQ)		25	1, 3 or 5	125
2	The vendor's documented experience in successfully completing contracts of a similar size and scope		25	1, 3 or 5	125
3	The qualifications and experience of the vendor's management		12	1, 3 or 5	60
4	Supervisory or other key personnel assigned to the engagement		12	1, 3 or 5	60
5	The overall ability of the vendor to mobilize, undertake and successfully complete the engagement within the timeline		8	1, 3 or 5	40
6	The availability and commitment of management, supervisory & other staff proposed.		8	1, 3 or 5	40
7	The vendor's contract management plan, including the vendor's contract organizational chart		4	1, 3 or 5	20
8	The vendor's ability to match the SEM's existing reporting capabilities, at minimum		3	1, 3 or 5	15
9	Pricing		3	1, 3 or 5	15
	TOTAL SCORE		100		500
	RANK				

EXHIBIT C

SERVICE AGREEMENT

Between

The **New Jersey Sustainable Energy Joint Meeting** hereinafter the **NJSEM** and

_____, hereinafter the **SERVICE PROVIDER**

NOW, THEREFOE, IT IS AGREED by and between the NJSEM and the **SERVICE PROVIDER** as follows:

APPOINTMENT. The SERVICE PROVIDER is hereby appointed and retained as **Energy Consultant** for the NJSEM to provide the services detailed in the NJSEM's By-Laws, and Joint Contract and in this Agreement. The term of this appointment shall commence on _____ and continue until _____ (hereinafter **Contract Term**). This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.

STATED OBJECTIVES: To provide the NJSEM with consulting services for the procurement of energy from a third party supplier, including energy aggregation, training or education services and to provide energy procurement services.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the NJSEM and included in Exhibit A attached hereto shall apply to this agreement. The Standard Provisions are modified as follows:

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the NJSEM: Professional Liability Insurance: \$1,000,000/\$1,000,000 aggregate. No other insurance is required.

PAYMENT: Payment shall be made in accordance with the requirements set forth herein under the heading "Compensation".

SERVICE PROVIDER REPRESENTATIVES: The SERVICE PROVIDER's designated representative(s) are _____.

NOTICE: Notices under this Agreement shall be sent to:

New Jersey Sustainable Energy Joint Meeting
c/o PERMA

Attn: Executive Director/Administrator

SCOPE OF SERVICES: During the Contract Term, the SERVICE PROVIDER will:

- (a) Provide the services of at least one senior professional satisfactory to the NJSEM's Executive Committee who shall perform all of the required herein and pursuant to applicable statutes, regulations and policies adopted by the NJSEM State Executive Committee. The SERVICE PROVIDER shall also provide all necessary staff support to senior professional.
- (b) Work together with the NJSEM's legal counsel and other selected professionals to assist the membership in the successful procurement of energy.
- (c) Be responsible for providing guidance and understanding on a variety of existing and future energy-related regulations along with new sustainable energy products and services, including but not limited to solar thermal, solar PV, biodiesel, geothermal, wind, combined heat and power, LEED, building commissioning, demand response, energy efficiency and carbon emission credits.
- (d) Advise the NJSEM State Executive Committee concerning whether, when, and how to solicit bids for the procurement of energy (electric and natural gas), including whether to solicit traditional bids or bids through an on-line reverse auction, the type of pricing to be sought (e.g., fixed price, variable price, or a combination thereof), the length of contracts, and the timing for receipt of bids.
- (e) Assemble historical and/or projected energy usage data for inclusion in bid specifications or for other purposes utilizing the Electronic Data Interchange (EDI) system to access customer and utility usage information.
- (f) Provide NJSEM's legal counsel with draft bid specifications and contract documents for the procurement of energy and work with counsel to ensure energy-related information is appropriate.
- (g) Prepare all appropriate public bidding notifications as required by NJ Department of Community Affairs.
- (h) Disseminate bid packages electronically to all prospective bidders that are licensed and approved by the NJ Board of Public Utilities.
- (i) Manage and oversee the on-line reverse auction or electronic procurement process if this methodology is selected to solicit bids.
- (j) If a traditional bid process is utilized, review all bids and provide recommendations regarding the acceptance or rejection of bids.
- (k) Assist NJSEM legal counsel with the completion of contract documents for the selected third party supplier.

- (l) Advise NJSEM membership through multiple methodologies of the bid results and any other relevant date.
- (m) Provide NJSEM membership with updates on the results of aggregate energy savings as it relates to current market pricing and conditions.
- (n) Advise NJSEM members on existing and new energy regulations, programs, and initiatives, including NJ Board of Public Utilities Clean Energy Program.
- (o) Provide NJSEM members with guidance documents on various renewable energy technologies.
- (p) Attend schedule meetings of the NJSEM State Executive Committee.
- (q) Assist with the development of marketing materials for the NJSEM, which may include, but is not limited to development of an education campaign with supporting materials to educate NJSEM Members and potential NJSEM members regarding the benefits of joining the NJSEM; development of a promotional campaign to increase NJSEM membership and to retain current NJSEM membership; and plan for and execute advanced registrations and space allocations for tradeshow and events, and design, setup and transport of booth and related elements; and provision of collateral materials in advance of tradeshow/event.
- (R) Serve as a resource to members to timely answer questions and timely resolve issues concerning the current and any future electricity supply and natural gas supply contracts, and otherwise provide ongoing member support.
- (s) Provide services related to the operation and support of the NJSEM's website.
- (t) To professionally perform such other services as may be required by the NJSEM's State Executive Committee, Executive Director, the NJSEM Bylaws, and/or the statutes or regulations pertaining to the NJSEM.

COMPENSATION: During the term of this Agreement, the NJSEM shall pay the SERVICE PROVIDER for general services for the calendar year based upon the current membership/population participating in the NJSEM, a monthly fee during the Contract Term based on the revenues paid to the NJSEM as a result of energy procurement auctions or bids or sales not to exceed _____ total for the Contract Term. (these fees shall be negotiated and are to be determined)

At each regularly scheduled meeting of the NJSEM's Executive Committee following receipt of the NJSEM Revenues, the NJSEM's Executive Committee shall authorize disbursement of the Service Fee in accordance with this Agreement. Payment of the Service Fee shall be made by the NJSEM within 20 business days following the meeting of the NJSEM's Executive Committee in which said

disbursement is authorized. This payment schedule is subject to the Rules and Regulations promulgated by the Department of Community Affairs and any other governing regulatory body.

Furthermore, the SERVICE PROVIDER may petition the NJSEM's Executive Committee for additional compensation if the NJSEM experiences a significant growth in its membership during the term of this Agreement, which results in an increase in the services described in this Agreement or if services outlined in c, n & o above are required on an ongoing basis after receipt of an acceptable bid.

SPECIAL PROVISIONS RELATING TO COMPENSATION: The compensation or service fee set forth in this Agreement includes the following special provisions:

(a) The fee above includes the following, at not additional cost:

- All administrative staff, including support staff, necessary to perform the duties required hereunder.
- Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.
- Use of in-house computer services and all software and hardware therefore. In-house computer services and all software and hardware provided by the SERVICE PROVIDER for the NJSEM's use are understood as being, and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the NJSEM shall, however, be the property of the NJSEM and upon the request of the NJSEM's Executive Committee, Executive Director, the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the NJSEM's Executive Committee, or Executive Director in either hard copy or on computer tape or disk, or both, as the NJSEM's Executive Committee or Executive Director may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.
- Expenses reasonably incurred in by the SERVICE PROVIDER, including but not limited to photocopies, long distance telephone charges, telefax charges, court costs and other reasonable expenses necessarily incurred in related to the day to day operations of the NJSEM.

(b) SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless, at the time of loss, said data was in the exclusive custody of the NJSEM.

(c) The SERVICE PROVIDER acknowledges that the NSEM is relying upon the representations made by the SERVICE PROVIDER's skill and judgment in

identifying the work which needs to be performed, and the manner and method in which it should be performed. If there are additional services which would normally be required to necessary to achieve the Stated Objectives, the SERVICE PROVIDER shall be obligated to provide them within the compensation stated in this Agreement, even though said services are not specifically referred to in this Agreement.

- (d) In the event that SERVICE PROVIDER anticipates that it will incur expenses unrelated to the day to day operations of the NJSEM, and not otherwise included in the compensation stated in this Agreement (“Special Expenses”), SERVICE PROVIDER shall request authorization for reimbursement of said Special Expenses in accordance with this Paragraph prior to incurring any said Special Expenses. At least ten (10) days prior to incurring any Special Expenses, the SERVICE PROVIDER shall make a written request to the NJSEM setting forth: (1) the maximum amount of the Special Expenses to be incurred; (2) a description of the Special Expenses anticipated to be incurred; and (3) the reason why said Special Expenses are anticipated to be incurred and why these expenses are not otherwise included in the compensation otherwise provided in this Agreement. Upon receipt of the request, NJSEM shall hold a meeting to approve or deny the request for reimbursement. If approved, the SERVICE PROVIDER will be required to submit proof of any Special Expenses actually incurred prior to reimbursement. No expense, including any Special Expenses shall be reimbursable except in accordance with this Paragraph. In no event shall SERVICE PROVIDER submit a request which includes reimbursement for alcoholic beverages; it being the parties express understanding that reimbursement for alcoholic beverages is strictly prohibited.

SPECIAL PROVISIONS – PROFESSIONAL SERVICES CONTRACTS: In addition to the services detailed in the NJSEM’s Bylaws and applicable statutes, the following provisions shall apply to this professional services contract:

- (a) The SERVICE PROVIDER’s work will be in accordance with the manner, method and techniques normally used by competent energy professional in performing the assigned services. All of the SERVICE PROVIDER’s work under this Agreement will be in accordance with the standards of its profession and all work performed shall comply with all applicable New Jersey laws and regulations governing the provision of the services set forth in this Agreement.
- (b) The SERVICE PROVIDER represents that it is competent, knowledgeable and experienced in the type of work to be performed. The SERVICE PROVIDER further represents that it is familiar with practices in the profession regarding the type of work to be performed under this Agreement and with the laws and regulations which govern the same. The NJSEM has selected the SERVICE PROVIDER based upon the SERVICE PROVIDER’s representation of its knowledge and expertise in the area.
- (c) This Agreement is awarded to the SERVICE PROVIDER pursuant to the professional services exception of the Local Public Contracts Law of the State of New Jersey and is subject to compliance with the specific provisions of N.J.S.A. 40A:11-5(a) pertaining to

professional service contracts.. The SERVICE PROVIDER will remain, throughout the term of this Agreement authorized to do business in the State of New Jersey. The SERVICE PROVIDER understands that it is unlawful for the NJSEM to make payment for services to any entity, in it is not authorized to do business in the State of New Jersey. A copy of the SERVICE PROVIDER's Business Registration Certificate is attached hereto as Exhibit B.

(d) Throughout the term of this Agreement, the SERVICE PROVIDER shall maintain all professional licenses required of the SERVICE PROVIDER to render services in the State of New Jersey. A copy of the applicable professional license is attached hereto as Exhibit C.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, 20xx for the purposes and the term specified herein.

NJ NJSEM

SERVICE PROVIDER.

Attest:

Exhibit 'a' of sample contract

STANDARD PROVISIONS
Adopted by the NJSEM on April 1, 2010
Revised by the NJSEM on May 19, 2015

Unless otherwise provided, the following provisions shall apply to the SERVICE AGREEMENT between the SERVICE PROVIDER and the NJSEM.

INDEMNIFICATION AND HOLD HARMLESS: SERVICE PROVIDER shall indemnify, defend and hold the NJSEM, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the NJSEM, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the NJSEM harmless from same.

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the NJSEM:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/\$1,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the NJSEM's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the NJSEM be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the NJSEM. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without NJSEM approval.

Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

POLITICAL CONTRIBUTIONS: Compliance with the New Jersey Campaign Contributions and Expenditures Reporting Act. N.J.S.A. 19:44A-1 et seq. shall be a material term and condition of this Agreement and shall be binding upon the parties hereto upon execution of this Agreement. The following provision only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this Agreement is legally authorized that neither the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this Agreement. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit of the NJSEM. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this Agreement. It shall be a breach of this contract for the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity to engage in any of the prohibited acts set forth in N.J.S.A. 19:44A-20.21 and NJSEM shall be entitled to immediately terminate the Agreement without notice.

AGREEMENT TERMINATION: The NJSEM may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the

opportunity for a hearing before the NJSEM's State Executive Committee. The NJSEM's State Executive Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the NJSEM shall belong to the NJSEM, and shall be surrendered to the NJSEM upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of five (5) years, from the NJSEM, its appointed officials and other designated representatives, as authorized by the NJSEM, shall have access to records and files maintained by the SERVICE PROVIDER for the NJSEM during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the NJSEM are the property of the NJSEM, regardless of site stored. Information released to the SERVICE PROVIDER by the NJSEM for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, Records must be made available to the state office of comptroller and any auditor of the NJSEM upon request.

PAYMENT: Payment shall be made in monthly installments (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the NJSEM's governing body. Final Payment will be withheld until the vendor's continued service is determined. If the vendor's Agreement will not be renewed or is terminated – final payment will not be made until all provisions of the Agreement have been satisfied.

This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

SPECIAL PROVISIONS RELATING TO COMPENSATION. The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for the NJSEM's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the NJSEM shall be the property of the NJSEM and upon the request of the NJSEM's Executive Committee or Executive Director/Administrator the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the NJSEM's Executive Committee or Executive Director/Administrator in either hard

copy or on computer tape or disk or both as the NJSEM's Executive Committee or Executive Director/Administrator may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the NJSEM.

INDEPENDENT CONTRACTOR STATUS: The SERVICE PROVIDER at all times shall be an independent Contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the NJSEM. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

BINDING ON SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign This Agreement without the specific written consent of the NJSEM.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the NJSEM and the SERVICE PROVIDER.

NO WAIVER: No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to

the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the NJSEM.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

CONFLICT of INTEREST: This Agreement may be voided by the NJSEM Commissioners if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the NJSEM's Bylaws, or in N.J.S.A. 40A:9-22.1 et. Seq. (the "Local Government Ethics Laws").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the NJSEM has defined as proprietary without the express written consent of the NJSEM. In addition, the SERVICE PROVIDER shall promptly advise the NJSEM upon being interviewed or retained by a prospective new client operating in the field of energy generation services for public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with THE TERMINATION CLAUSE of this agreement.

COMPLIANCE WITH LAWS: The SERVICE PROVIDER agrees to comply with all laws and regulations applicable to the performance of the work authorized in this Agreement.**ELECTRONIC MAIL:** The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the NJSEM and to meet reporting requirements of the NJSEM Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the NJSEM State Executive Committee via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Agreement shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION:

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows:

The SERVICE PROVIDER, 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 SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, 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 SERVICE PROVIDER, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the SERVICE PROVIDER'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 applicable employment goals, the SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The SERVICE PROVIDER shall submit to the NJSEM, after notification of award but prior to execution of a goods and services Agreement, one of the following three documents:

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

The SERVICE PROVIDER shall furnish such reports or other documents to the Division of Agreement Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Agreement Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

EXHIBIT E

APPLICATION FORM

(Print or Type)

Name and Address of Administrator or Servicing Organization

In connection with the above-named company, I herewith make representations and supply information about myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully.) IF ANSWER IS "NONE" or "NO EXCEPTION", SO STATE.

1. Affiant's Full Name: _____

2. Other Names Used at any Time: _____

3. Date of Birth: _____ Place of Birth: _____

4. Social Security Number: _____

5. For the last 10 years, I have lived at the following address or addresses:

ADDRESS	CITY	DATES

6. Schooling:
College: _____
Graduate: _____
or Professional: _____
Degree (List): _____

ATTACH LIST OF ALL EDUCATIONAL INSTITUTIONS AND LOCATION-CITY AND STATE)

7. Member Of Professional Societies Or Associations (List):

8. I presently hold or have held, in the past, the following professional, occupational, and vocational licenses issued by public or governmental licensing agencies or authorities (state date license issued, issuer of license, date terminated, reason for termination):

9. Present Chief Occupation:

Position or Title: _____

Employer's Name: _____

Address: _____

How long in this position? _____

How long with this employer? _____ Where? _____

10. Other jobs, positions, directorates or officerships concurrently held at present.

11. Complete Employment Record for Past 20 Years:

DATES	EMPLOYER AND ADDRESS	TITLE
-------	----------------------	-------

12. I control directly or indirectly or own legally or beneficially 10% or more of the outstanding capital stock (in voting power) of the following companies:

12a. If any of the above stock is pledged or hypothecated in any way, please detail fully:

13. I have never been adjudicated as bankrupt, except as follows:

14. I have never been convicted or had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction of, or pleaded guilty of an nolo contendere to an information an indictment charging a felony for embezzlement, theft or larceny, mail fraud, or violating any corporate securities statute or any insurance law, nor have I been the subject of a cease and desist order or consent order _____ of any federal or state regulatory agency, except as follows:

15. During the last 10 years, I have neither been refused a professional, occupational vocational license by any public or governmental licensing agency or regulatory authority, nor has such a license held by me ever been suspended or revoked, except as follows: _____

16. I have never been an officer, director, key employee or controlling stockholder of a company which, while I occupied any such position or capacity with respect to it, became insolvent or was enjoined from or ordered to cease and desist from violating any law, except as follows: _____

17. Neither I nor any company of which I was an officer, director or key management person at the time has ever been subject to any civil action alleging fraud, negligence or violation of any applicable racketeering statutes (state or federal), except as follows:

18. I am not and none of the employees, officers or directors of: _____ (name of company) is an employee, officer or director of any other administrator, program manager, servicing organization or insurance producer of the Fund, nor do I or any of the employees, officers or directors of _____ (name of company) have a direct or indirect financial interest in any other administrator, program manager, servicing organization or insurance producer of the Fund, except as follows:

18a. Any direct or indirect financial interest or any position held as employee, officer or director in any other administrator, program manager, servicing organization, or insurance producer of the Fund, as described above, has been disclosed to the Fund commissioners or executive committee, as applicable. (Yes/No)

Dated and signed this ____ day of _____ at _____.
I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature hereon, I hereby give my certified consent to the New Jersey Department of Insurance to verify the representations and information supplied in response to all questions on the biographical data form, with any Federal, State, municipal or other agency which may have knowledge and/or information thereon.

(Signature of Affiant)

State of _____

County of _____

Personally appeared before me the above named _____ personally known to me, who, being duly sworn, deposes and says that affiant executed the above instrument and that the statements and answers contained therein are true and correct to the best of affiant's knowledge and belief.

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

Notary Public

My Commission Expires _____

(SEAL)

APPLICATION FORM SUMMARY

YEAR _____

Firm Name: _____

Address: _____

Phone No. _____ Fax. No. _____

1.) List all parties having or deriving any interest, right or benefit in the firm.

<u>Name</u>	<u>Address</u>	<u>Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2.) List all senior officers and directors who will be servicing the Fund, along with a description of professional qualifications.

<u>Name</u>	<u>Title</u>	<u>Qualifications</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information on this disclosure is accurate and complete, and that I am an officer of the firm and am duly authorized to supply this information on behalf of the firm.

Signature: _____ Print: _____

Title: _____ Date: _____

Exhibit F

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

Of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **New Jersey Sustainable Energy Joint Meeting** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____(N.J.S.A. 52:34-15)
(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

Day of _____ 20_____.

Notary Public of _____

My commission expires:

Exhibit G

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid name: _____

Bid Due Date: _____

Bidder: _____

PART 1:

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

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

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

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

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

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

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

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

Name _____ **Relationship to Bidder/Offeror** _____

Description of Activities

PART 3: CERTIFICATION SIGNATURE:

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

Exhibit H

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

PAGE ___ OF ___

The BIDDER/APPLICANT is (check one):

- Individual Partnership P.A. P.C. L.L.C. L.L.P.
 Corporation Joint Venture Other (specify): _____

I certify that:

- No individual person or entity owns a 10% or greater interest in the Bidder/Applicant.

OR

- The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder/Applicant or any listed entities are as follows:

	NAMES:	ADDRESSES:
1.	_____	_____
2.	_____	_____
3.	_____	_____

- Check here if additional sheets are attached.

- Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the bidder/Applicant or any listed entities.

NAME OF BIDDER/APPLICANT: _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE: If an entity owns a 10% or greater interest in the Bidder/Applicant, list all owners of 10% or greater interest for each such entity. **Repeat the process of disclosure** on the additional sheet(s) provided as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

ADDITIONAL SHEETS FOR STATEMENT OF OWNERSHIP

PAGE ___ OF ___

_____ own a 10% or greater interest in _____ and is (check one):

- Individual Partnership P.A. P.C. L.L.C.
 L.L.P. Corporation Joint Venture Other (specify):

I certify that:

No individual person or entity owns a 10% or greater interest in the _____.

OR

The names and addresses of all persons and entities who own a 10% or greater interest in the _____ or any listed entities are as follows:

	NAMES:	ADDRESSES:
1.	_____	_____
2.	_____	_____
3.	_____	_____

Check here if additional sheets are attached.

Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in _____ or any listed entities.

NAME OF BIDDER/APPLICANT: _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE : If an entity owns a 10% or greater interest in the Bidder/Applicant, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.