

**BOROUGH OF RED BANK
MONMOUTH COUNTY, NEW JERSEY**



**BOROUGH OF RED BANK,
AS LEAD AGENT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

**REQUEST FOR PROPOSALS:
CONSULTANT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

ISSUE DATE: MARCH 25, 2021

PROPOSAL DUE DATE: APRIL 15, 2021

Proposals shall be delivered in a sealed envelope clearly marked "CONSULTANT FOR THE SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM," to the Borough of Red Bank Clerk's Office located at 90 Monmouth Street, Red Bank, NJ, 07701, no later than 10:00 am on April 15, 2021, at which time proposals will be opened.

RFP may be obtained by request via email to jcharmello@redbanknj.org beginning March 25, 2021.

**BOROUGH ADMINISTRATOR
Borough of Red Bank
90 Monmouth Street
Red Bank, NJ 07701**

BOROUGH OF RED BANK GENERAL CONDITIONS

I. SUBMISSION OF PROPOSALS

- a.** Sealed proposals shall be received by the contracting unit, Borough of Red Bank, Monmouth County, New Jersey (hereinafter referred to as "OWNER") in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- b.** Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- c.** The proposal shall be submitted, in a sealed envelope:
 - i.** Addressed to the OWNER, Ziad Shehady, Business Administrator, Borough of Red Bank, 90 Monmouth Street, NJ 07701.
 - ii.** Bearing the name and address of the bidder written on the face of the envelope, and
 - iii.** Clearly marked "**REQUEST FOR PROPOSAL**" with the contract title and proposal # (if applicable) being proposed.
- d.** It is the bidder's responsibility to see that proposals are presented to the OWNER on the time and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- e.** Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
- f.** All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. in the proposal must be initiated in ink by the person signing the proposal.
- g.** Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the proposal and be signed by an authorized representative as follows:

- i. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - ii. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - iii. Proposals by sole-proprietorship shall be signed by the proprietor.
 - iv. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- h. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - i. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - ii. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - iii. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - iv. Bidder should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- a. The bidder understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
- b. Bidders are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted proposal.
- c. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in

writing, addressed to the OWNER'S representative stipulated in the specification. In order to be given

- d. consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.
- e. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the specification and proposal documents, and shall be acknowledged by the bidder in the proposal. The OWNER'S interpretations or corrections thereof shall be final.
 - i. When issuing addenda, the OWNER shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.
- f. **Discrepancies in Proposals**
 - i. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - ii. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. INSURANCE AND INDEMNIFICATION

a. Certificates of the Required Insurance

- i. Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.
- ii. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

b. Indemnification

- i. Successful bidder shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the

bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

IV. STATUTORY AND OTHER REQUIREMENTS

(The following are mandatory requirements of this proposal and contract)

a. Mandatory EEO Proposal Advertisement Language.

- i. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
- ii. **For all contracts exempt from Public Bidding;** If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

b. Mandatory EEO Contract Language

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, 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 to 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:

- i. Letter of Federal Affirmative
- ii. Action Plan Approval
- iii. Certificate of Employee Information Report
 - o Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & 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 & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

c. Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall

submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

Goods, Professional Services and General Service Vendors:

- i. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned Affirmative Action program. A copy of the approval letter is to be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,
- ii. A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. Or,
- iii. An Initial Employee Report (Form AA302) and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the EEO/AA evidence must be submitted.

d. Americans with Disabilities Act of 1990

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

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

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

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

e. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

f. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- i.** The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- ii.** Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

- iii. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-173.

g. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

h. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/Isse/lspubcon.html.

i. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the proposal.

V. REJECTION OF PROPOSALS

- a. Proposals may be rejected for any of the following reasons:
 - i. All proposals pursuant to N.J.S.A. 40A:11-13.2; If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
 - ii. Multiple proposals from an agent representing competing bidders;
 - iii. The proposal is inappropriately balanced
 - iv. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

- v. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the OWNER may accept the proposal of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

VI. TERMINATION OF CONTRACT

- a. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of the contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract. OWNER will pay only for goods and services accepted prior to termination.
- b. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- c. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- d. In case of default by the successful bidder, the OWNER may procure the goods and services from other sources and hold the successful bidder responsible for any excess cost.
- e. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.
- f. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the OWNER.
- g. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

- h.** The OWNER may terminate the contract for convenience by providing 60 calendar days advance notice to the contractor.

VII. PAYMENT

- a.** No payment will be made unless duly authorized by the OWNER'S authorized representative and accompanied by proper documentation.
- b.** Payment will be made in accordance with the OWNER'S policy and procedures.

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**BOROUGH OF RED BANK,
PROPOSAL FORM FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

**PROPOSAL FOR: CONSULTANT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

We the undersigned company, agree to provide a Consultant for the Sustainable Monmouth Alliance Energy Aggregation Program, in compliance with all requirements of the attached specifications as to quality and delivery to the Borough of Red Bank as follows:

TOTAL NET AMOUNT IN WORDS (Please Print):

All prices are exclusive of all taxes and are the basis of delivery to the Borough of Red Bank, County of Monmouth, State of New Jersey.

Each proposal submitted must be on forms supplied by the Borough and no other will be accepted. Certain written requirements are specified in this proposal to be submitted with the proposal package. These requirements must be included in the proposal package or the proposal will be rejected.

The Borough reserves the right to reject any and all proposals, either in whole or in part, when, in the judgment of the governing body, the public interest will best be served by doing so; and, where the proposal contains more than one item to be proposal upon, to accept the proposal or proposals of any or all items contained therein, determining low proposal either on the basis of comparison of the aggregate of all items proposal or on the basis of a comparison of proposals, item by item.

Company Name	Federal ID/ Social
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Address	City, State, Zip
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Print or Type Name and Title of Authorized Agent	Signature
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Date	Phone
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Fax	Email
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**BOROUGH OF RED BANK
ACKNOWLEDGMENT OF
RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addenda Number	Delivery	Date	Acknowledge Receipt (Initials)
Addenda #1 - Additional SMA Member, RFP Section 1.1	Email		
Addenda #2 – Table of Contents Checklist of Documents	Email		

No addenda received:

Acknowledged for:

(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**BOROUGH OF RED BANK REQUEST FOR PROPOSALS SPECIFICATIONS
CONSULTANT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

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INITIAL

1. RECITALS

- 1.1 The Sustainable Monmouth Alliance (SMA) is a coalition of several municipalities in Monmouth County, New Jersey, including Red Bank, Holmdel, Asbury Park, Matawan, Eatontown, Aberdeen, Freehold and Bradley Beach, New Jersey, that have come together for the purpose of combining their purchasing power to procure cleaner and less expensive electrical power for their residential electrical users. There are other Monmouth County municipalities, including Marlboro, Middletown, Neptune, Ocean, Keyport, Brick, and Highlands whose governing bodies may authorize their inclusion in the SMA by Resolution.
- 1.2 The SMA has chosen Red Bank to act as its Lead Agent for all purposes related to affecting the goal in 1.1.

2. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

- 2.1 Pursuant to N.J.S.A. 40A:11-1 et seq., the SMA, through its Lead Agent, the Borough of Red Bank, hereby issues a Request for Proposals (“RFP”) seeking proposals from qualified consultants or companies to develop a program to aggregate the electrical load of residential electricity users within the SMA, and, in consultation with the New Jersey Board of Public Utilities (“BPU”), develop, prepare, implement, and secure regulatory approval, and perform all services related to administering the SMA Aggregation Program as defined by and in compliance with all applicable provisions of N.J.S.A. 48:3-93.1 et seq., as amended, and any other applicable statute or regulation related to this process, including N.J.A.C. 14:4-6.1 et seq., and the policies and procedures of the BPU.

The SMA intends to select and enter into an agreement (“the Contract” or “this Agreement”) with a qualified Proposer for a term of three (3) years, with an option to renew for an additional two (2) years at the SMA’s sole discretion.

- 2.2 The RFP may be obtained by request via email to jcharmello@redbanknj.org as of **Thursday, March 25, 2021, at 9:00 a.m.** Separately sealed price and non-price (technical) proposals will be accepted until **Thursday, April 25, 2021, at 10:00 a.m., at the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey, 07701, in the Red Bank Clerk’s office**, when a register of proposals will be made. Separately sealed proposals, including the Proposer’s name and address in the upper left-hand corner of each envelope, shall be clearly identified in the lower left-hand corner of each envelope as **PRICE PROPOSAL: CONSULTANT FOR THE SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM** and **NON-PRICE (TECHNICAL) PROPOSAL: CONSULTANT FOR THE SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM**. The SMA will not be responsible for the premature opening of any proposal not properly identified, and any such proposals will be rejected.

- 2.3 The SMA endeavors to expedite the award and execution of the contract documents. The Contract is anticipated to be awarded within thirty (30) calendar days after the proposals are due. Within ten (10) calendar days of the date of the award of contract, the Contract will be executed by the Borough of Red Bank, as Lead Agent for the SMA, and the Proposer to whom the award of contract has been made. Said time deadline may be extended by mutual agreement. Services under the Contract will commence as soon as is practicable thereafter.
- 2.4 If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed or faxed to all Proposers on record as having received the RFP. If the Borough issues any addenda to this RFP, each Proposer shall acknowledge on the Proposal Form the receipt of each addendum by addendum number and date.
- 2.5 There is no pre-proposal conference scheduled for this RFP.
- 2.6 The SMA reserves the right to cancel this RFP, or reject in whole or in part any and all proposals, if the SMA determines that cancellation or rejection serves the best interests of the SMA.
- 2.7 All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal due date.
- 2.8 The following forms, incorporated herein and included elsewhere in the bid documents, must be submitted with the bid:
- 2.8.A Price Proposal Form;
 - 2.8.B Non-Collusion Form;
 - 2.8.C Tax Compliance Form;
 - 2.8.D Certificate of Vote, if corporation;
 - 2.8.E Reference Form; and
 - 2.8.F Business Registration Certification
- 2.9 A proposal must be signed as follows:
- 2.9.A if the Proposer is an individual, by him/her personally;
 - 2.9.B if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner;
 - 2.9.C if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate SMA affixed.
 - 2.9.D if the Proposer is a limited liability company, by the managing member or an authorized member of the company.
- 2.10 No performance bond is required for this contract.

2.11 Proposals which are incomplete, conditional, not properly endorsed or signed, or which are otherwise contrary to these instructions will be rejected.

3. SCOPE OF SERVICES

3.1 LEGISLATIVE RESEARCH

In 1999, the State of New Jersey passed legislation relative to restructuring the electric utility industry. The Consultant selected by the SMA will review any subsequent amendments to the legislation and conduct a review of any statutory changes pending at the Legislative Branch and any regulatory changes pending at the BPU. The Consultant will also be responsible for monitoring federal restructuring legislation and regulations and PJM Interconnection (“PJM”) activities for potential impacts to the SMA.

3.2 MANAGEMENT OF SMA ENERGY AGGREGATION PROGRAM

The SMA seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement, renewable energy procurement, implementation of clean energy programs, and electricity supply pricing issues to perform the essential functions of operating the SMA Aggregation Program approved pursuant to N.J.S.A. 48:3-93.1 et seq. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with Competitive Suppliers, and providing ongoing management and monitoring of any Electric Service Agreements (“ESA”) executed on behalf of the SMA municipalities’ eligible consumers.

3.3 PREPARATION AND ISSUANCE OF RFPs FOR POWER SUPPLY

The SMA seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement, renewable energy procurement, implementation of clean energy programs, and electricity supply pricing issues to perform the essential functions of operating the SMA Aggregation Program approved pursuant to N.J.S.A. 48:3-93.1 et seq. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with Competitive Suppliers, and providing ongoing management and monitoring of any Electric Service Agreements (“ESA”) executed on behalf of the SMA municipalities’ eligible consumers.

When necessary, the Consultant shall develop an RFP for power supply for review and approval by the SMA, and/or its designees. In general, the procurement document shall include several components:

- 3.3.A description of the load aggregation (potential size of the aggregated load and the number of eligible consumers and/or accounts);
- 3.3.B services and features desired by the SMA;
- 3.3.C qualification criteria required in order to have a bid considered;
- 3.3.D criteria used to select the Competitive Supplier;
- 3.3.E essential provisions of the standard contract between the chosen Competitive Supplier and the SMA on behalf of the participating consumers; and term of service.

The Consultant shall ensure when accepting bids from Competitive Suppliers, that each bidder has included with their response a signed Business Registration Certificate, Non-Collusion Form, stating his/her bid is made freely without consultation with any other bidder, and a signed Tax Compliance Form, demonstrating compliance with the State of New Jersey tax laws.

The Consultant shall assist the SMA with the review and analysis of all responsive and responsible bids from Competitive Suppliers, and shall be responsible for recommending the bid that is in the best interests of the SMA and meets the goals of the SMA Energy Aggregation Program. Bids from Competitive Suppliers shall be evaluated based on price, Competitive Suppliers' proposed contract terms and conditions, reputation of Competitive Suppliers, quality of Competitive Suppliers' service, extent to which service meets SMA's needs, Competitive Suppliers' past relationship with the SMA, and previous work experience with governmental agencies. Nothing herein shall preclude the SMA from having legal counsel review such a recommendation.

The Consultant shall obtain and verify references for similar power supply contracts, if available.

3.4 NEGOTIATIONS FOR POWER SUPPLY

The Consultant shall act as the SMA's broker during the procurement process. The Consultant shall provide all technical and legal services during the negotiations and terms of any contract with prospective Competitive Suppliers.

Any negotiations shall include a requirement that billing for the provider shall be included in the bill from the local electric utility ("Local Distributor"), its successors and assigns. Nothing herein shall preclude the SMA from having legal counsel review the terms and conditions of any negotiated contract.

3.5 CONSUMER ENROLLMENT/TRANSITION PROCESS

After approval of the price and term of the agreement by the SMA with a Competitive Supplier, the Consultant shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the Competitive Supplier. The Consultant shall have established procedures to respond to:

- 3.5.A participating consumer queries and issues;
- 3.5.B Competitive Supplier issues;
- 3.5.C Local Distributor issues;
- 3.5.D media queries; and
- 3.5.E Governmental shifts and proposed policy changes.

3.6 PUBLIC EDUCATION AND NOTIFICATION

The Consultant shall prepare or cause to be prepared all informational and educational materials for the SMA municipal governing bodies, the general public and for the media, subject to the approval of the SMA, including meetings with representatives from the media. The Consultant shall include in their proposal a recommended public education and information strategy that

will be used as part of the SMA Energy Aggregation Program following commencement of the power supply contract.

3.7 LEGAL ASSISTANCE

The Consultant shall prepare all required filings for the BPU, or any other state agency, if applicable, for contracts executed by the SMA on behalf of its residents in Red Bank, Holmdel, Asbury Park, Matawan, Eatontown, Aberdeen, Freehold and Bradley Beach.

3.8 ADMINISTRATION OF SMA ENERGY AGGREGATION PROGRAM

The Consultant will administer and provide technical oversight of the SMA Aggregation Program including:

- 3.8.A monitoring and reporting on compliance by the Competitive Supplier with all contract terms and conditions;
- 3.8.B resolution of contract issues;
- 3.8.C transition administration of the opt-out process for participating residential consumers;
- 3.8.D participation in negotiations with Competitive Suppliers and the Local Distributor as it relates to the procurement for the SMA Energy Aggregation Program;
- 3.8.E preparation of written reports on the ongoing operations of the SMA Energy Aggregation Program to be submitted on a semi-annual basis to the Borough; and
- 3.8.F routine updates and attendance at meetings with the SMA, the Red Bank Business Administrator, Governing Bodies of SMA members, and/or their designees, as needed.

3.9 MANAGEMENT OF CLEAN ENERGY PROGRAM COMPONENTS

The Consultant will administer and provide technical oversight of the Clean Energy components of the SMA Aggregation Program including:

- 3.9.A overseeing development of a plan to incorporate features of the Aggregation Program that support the rollout of Clean Energy in the participating municipalities, including strategies that enhance the degree to which the purchase of Renewable Energy Certificates are supportive of new renewable energy development in New Jersey and the PJM region and strategies that lead to reduction in demand for electricity or other polluting sources of energy;
- 3.9.B calculating and providing information about the anticipated benefits of the various Clean Energy options;
- 3.9.C supporting the participating municipalities in implementing the most cost-effective Clean Energy options;
- 3.9.D establishing metrics by which the Clean Energy strategies can be evaluated during and at the end of the contract period.

3.10 MAINTENANCE OF EFFORT

The Consultant, as the administrator of the power supply contract shall, after a contract is executed between the SMA and a Competitive Supplier, ensure the Competitive Supplier's compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and website where ratepayers can seek information related to the SMA Energy Aggregation Program. The Consultant shall provide reports as directed by the SMA and the Red Bank Business Administrator and/or their designee, in addition to any reporting requirements outlined in this RFP.

The Consultant shall provide a written report concerning the following issues and items to the SMA, the Red Bank Business Administrator, and/or their designee, on a semi-annual basis:

- 3.10.A competitive Supplier's compliance with all terms and conditions of contract;
- 3.10.B contract issues and resolutions, if any;
- 3.10.C whether Competitive Supplier's contract milestones have been met;
- 3.10.D administration/customer service, defaults, litigation and penalties in order to ascertain compliance with BPU regulatory standards and procedures, as well as additional standards and procedures employed by the Competitive Supplier;
- 3.10.E participating consumer review;
- 3.10.F changes in the financial stability of the Competitive Supplier, if any; and
- 3.10.G changes in organizational structure of the Competitive Supplier, if any.

The Consultant shall provide a written report concerning the following issues and items to the SMA, the Red Bank Business Administrator and or /their designee prior to the expiration, extension or renewal of the contract:

- 3.10.H assessment on achievement of contract milestones;
- 3.10.I possible revision or upgrading of goals;
- 3.10.J market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
- 3.10.K public process to affirm goals and evaluation;
- 3.10.L bidding and negotiation process;
- 3.10.M formulation of new contract; and
- 3.10.N service transition process, if needed.

3.11 SUMMARY OF RESPONSIBILITIES

The Consultant shall provide the following services:

- 3.11.A obtain and analyze the electrical load data for all participating consumers in the SMA;
- 3.11.B provide broker services, including preparing RFPs for Competitive Suppliers, if necessary;
- 3.11.C prepare and implement a public education plan and eligible consumer outreach program;

- 3.11.D prepare and submit, with the approval of the Borough of Red Bank Attorney and the Red Bank Business Administrator and /or their designees, all filings with the BPU or any other state agency, if applicable;
- 3.11.E prepare and negotiate agreements with Competitive Suppliers on terms favorable to the SMA;
- 3.11.F monitor all aspects of the SMA Energy Aggregation Program and any resulting contractual agreements with Competitive Suppliers;
- 3.11.G plan and support the clean energy options for the SMA and measure the success of their implementation;
- 3.11.H continually analyze the development of market and regulatory issues, and advise the SMA on any proposed changes in law or regulation, including those offered by the PJM and any pending at the Federal Energy Regulatory Commission (“FERC”) which may affect municipalities within the SMA Energy Aggregation Program;
- 3.11.I Nothing herein shall preclude the SMA from having its legal counsel review the terms and conditions of any contract, agreement and/or filing; and/or performance under same.

3.12 MANAGEMENT FEE FOR CONSULTANT SERVICES

The Consultant shall offer a management fee per kilowatt hour (kWh) that the SMA will consider in making an award for the Contract. The price per kWh shall be the complete price for all services provided by the Consultant, and Consultant may also propose an allowance for recovery of expenses and both shall be paid directly to the Consultant by the Competitive Supplier. No proposal shall require the payment by the SMA municipalities of any costs, expenses or expenditures.

Any consultant agreement shall not impose an obligation upon the SMA to execute any contract with any Competitive Supplier, or to operate, execute or maintain the SMA Energy Aggregation Program. Compensation shall only be paid to the Consultant by a Competitive Supplier to the extent the SMA elects, in the SMA’s sole discretion, to execute a power supply contract that is procured or negotiated on behalf of the SMA, as part of a SMA Energy Aggregation Program. The Red Bank Business Administrator and Borough of Red Bank Attorney will undertake a good faith review of any contract procured or negotiated on behalf of the SMA.

4. MINIMUM QUALITY REQUIREMENTS

- 4.1 Proposers must provide all of the services described in Section 3 and comply with all Submission Requirements listed in Section 2.
- 4.2 Proposers must have previous experience in the energy industry including state of the art Clean Energy strategies; in consulting on the development and implementation of a program for municipal aggregation for retail consumers and expertise in retail power markets and PJM wholesale markets. Proposers shall demonstrate experience with procurement strategies in NJ and PJM renewable energy markets and in managing demand reduction strategies.

- 4.3 Proposers must be equipped to undertake and commence the services specified upon the execution of the Contract. Proposers shall include a brief schedule for the completion of the above services and the deliverables, including the proposed start and end dates and intermediate delivery dates. Proposers must describe the projected resource availability for the anticipated duration of the project.
- 4.4 Proposers must possess the following qualifications to perform the services, and must attach information demonstrating such qualifications titled “Description of Proposer’s Qualifications” to the Proposal Form:
- 4.4.A office location from which the services will be managed;
 - 4.4.B detailed knowledge of N.J.S.A. 48:3-93.1 et seq.
 - 4.4.C detailed knowledge of N.J.A.C. 14:4-1 et seq.;
 - 4.4.D Energy Agent licensed by the BPU to do business in the area served by the Local Distributor for residential, commercial and industrial service.
- 4.5 Proposers must possess any necessary licenses and/or approvals required to act as the SMA’s agent for its SMA Energy Aggregation Program to be eligible to submit a proposal.
- 4.6 Proposer shall not be owned or be a subsidiary of any Competitive Supplier.

5. COMPARATIVE EVALUATION CRITERIA

All responsive and responsible non-price (technical) proposals will be evaluated and rated on the basis of the following comparative criteria:

- 5.1 The Proposer must have successfully completed Energy Aggregation Programs, with a strong preference for proposers who have successfully completed Energy Aggregation Programs in New Jersey and/or involving multiple jurisdictions, or equivalent combinations.
- 5.2 Proposer’s demonstrated familiarity and experience with procurement of renewable electricity and demand reduction programs. The proposer can demonstrate experience with procuring or arranging sale of renewable electricity consistent with the requirements of the New Jersey Renewable Portfolio Standard, and/or experience in direct management of energy demand reduction programs at the residential, municipal, or school district level.
- 5.3 The Proposer’s demonstrated ability to develop and complete an electrical or municipal aggregation process on a timely basis. The Proposer’s references must show that the process was completed on schedule or with minimal, insignificant delays, and that they satisfactorily satisfied the terms of their prior contracts in all respects.
- 5.4 Proposer has the qualifications and resources necessary to perform the service objectives stated in the RFP for administering and monitoring energy-related contracts for the SMA ENERGY AGGREGATION PROGRAM. The Proposer must show it possesses all of the qualifications and personnel necessary to meet all of the SMAs’ objectives stated in this RFP and has demonstrated proficiency in those qualifications.

6. REFERENCES

- 6.1 Proposers must submit a complete list of current New Jersey government clients and a separate list specifically of municipal government clients for which they provide services similar in size and scope to the services requested by the SMA herein. References must include client names, contact persons and contact numbers.

7. RULE FOR AWARD

- 7.1 The Contract will be awarded to the responsive and responsible Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria.
- 7.2 The Contract price will remain firm for the term of the Contract, including any extension option term which is exercised by the SMA in its sole discretion.
- 7.3 The award of the Contract will be made by the Borough of Red Bank Committee as Lead Agency for the SMA. To be eligible to receive a contract award, a Proposer must be equipped to undertake and perform all the services specified in the proposal documents, and must satisfy all other requirements of this RFP.
- 7.4 The selected consultant will be required to execute a contract in substantially the same form as provided in Section 7.3 of this document.

8. FORM OF CONTRACT AND ADDITIONAL TERMS AND CONDITIONS

- 8.1 **General Laws Compliance:** The Consultant will comply with all federal, state and municipal laws, ordinances, rules and/or regulations as amended which are applicable to the Consultant's obligations pursuant to this contract for services
- 8.2 **Fair Employment Practices:** The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap.

The Consultant agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; N.J.S.A. 10:5-36 et seq., and N.J.A.C. 17:27.

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