



**Direct Install Program
For
Small Commercial and Industrial Business Owners**

**Request for Proposals
Seeking
Participating Contractors to Provide
Energy Assessments and
Installation of Energy Efficiency Measures**

**Issued by TRC Energy Services
Commercial and Industrial Market Manager**

**On Behalf of
The New Jersey Board of Public Utilities**

May 2009

The Direct Install Program (“Program” or “Direct Install”), a component of New Jersey’s Clean Energy Program, is planned for launch in April 2009. The Program will be managed by TRC Energy Services, the Commercial and Industrial Market Manager (“Market Manager”) on behalf of the NJ Office of Clean Energy (“OCE”). The Market Manager is seeking proposals from qualified contractors to perform energy assessments and equipment inventories, in addition to providing retrofit labor and materials in support of the Program. Interested qualified contractors receiving this Request for Proposal (“RFP”) are asked to submit their pre-bid forms and proposals in accordance with the requirements and schedule described herein to be considered for selection as a “Participating Electrical/HVAC Contractor” and/or “Participating Specialty Contractor” (collectively “Participating Contractors”) under the Program.

Section I - Program Description

Direct Install will serve business owners of existing small commercial and industrial facilities in New Jersey with monthly peak electric demand not exceeding 200 kW (“Owners”). In order to qualify for participation in the Program, Owners must also be non-residential electric and/or gas service customers of one or more of the following regulated utilities: Atlantic City Electric, Jersey Central Power & Light, Rockland Electric Company, New Jersey Natural Gas, Elizabethtown Gas, Public Service Electric and Gas, or South Jersey Gas. The Program is designed to identify opportunities for cost-effective energy efficiency retrofits and to provide financial incentives for up to 80% of the installed costs to encourage the early replacement of existing inefficient equipment with high efficiency alternatives. Systems and equipment eligible for incentives in 2009 include: lighting, HVAC, refrigeration, motors, controls, variable speed drives, natural gas, and food service. Additional measure categories may be added to the Program in the future.

For each project, the Program strives to include installation of a comprehensive package of cost effective energy efficiency improvements that may be quickly implemented. Direct Install is a turnkey program utilizing pre-selected, Participating Contractors and is aimed at providing Owners a seamless process for energy efficiency analysis and equipment replacement to reduce consumption and lower utility costs. As part of their work in the Program, Participating Contractors will conduct Energy Assessments and inventories of equipment in accordance with training and procedures provided by the Market Manager to identify eligible energy efficiency improvement opportunities at Owner facilities. Energy assessments will be the basis for the energy efficiency retrofit work scope and a contract between Owners and Participating Contractors for performance of such work under the Program.

Direct Install is targeted for launch in June 2009, and the 2009 goal is to provide installation of energy efficient equipment in at least 1,000 Owner facilities throughout the State of New Jersey. While the Program is anticipated to be offered for multiple years beyond 2009, Participating Contractors will be offered Program Contractor Participation Agreements for calendar year terms with renewal provisions subject to continued OCE funding and agreement of the parties.

The Market Manager will divide the State into approximately five (5) areas (“Program Regions”) for purposes of selecting and assigning work to Participating Contractors. The Market Manager

anticipates contracting with one Participating Electrical/HVAC Contractor per Program Region to provide energy assessments, specialty equipment inventories, and installation of lighting, HVAC and motor measures. Additionally, the Market Manager will contract with Participating Specialty Contractors to perform follow-up energy assessments and installation of specialty measure categories including: refrigeration, food service, natural gas, and non-lighting/HVAC controls. Bidders responding to this proposal may propose to perform work in one or more program regions and one or more measure categories. Each Participating Electrical/HVAC Contractor and Participating Specialty Contractor (collectively “Participating Contractors”) will be responsible for work within an assigned, primary region in accordance with their bids and the Market Manager’s awards of work; however, the Market Manager will reserve the right to assign work from time-to-time to any Participating Contractor, regardless of the regions for which contractors are selected in order to balance work load among contractors and for other purposes.

Section II - Program Process and Contractor Scope of Services

The scope of services to be provided by Participating Contractors and program process are described below as they relate to individual projects to be performed under the Program:

- a) The Program will be marketed statewide by the Market Manager, NJOCE, utilities and; within assigned Program Regions, by Participating Contractors. Marketing materials, approaches and activities will be approved and provided by the Market Manager.
 - o For facilities identified for participation by a Participating Contractor, the Participating Contractor must obtain the Market Manager’s approval prior to performing work under the Program.
 - o For facilities identified for participation by parties other than a Participating Contractor, including the Market Manager; the Market Manager will assign a Participating Electrical/HVAC Contractor to the Owner’s facility. The Contractor is to commence the Energy Assessment within 30 days of assignment unless the Owner and Market Manager agree to a later start date.
- b) Participating Electrical/HVAC Contractors will conduct an on-site Energy Assessment focused on the facility’s lighting, HVAC and motor systems in accordance with an Energy Assessment Tool computer-based spreadsheet program, Program procedures and mandatory training provided by the Market Manager. The Energy Assessment will include recording a listing and taking digital photographs of pertinent information associated with energy consuming equipment as prescribed by Program training and procedures. Information will be input by the Participating Contractors into the Energy Assessment Tool which will calculate estimated energy savings associated with non-specialty measures.

The Energy Assessment Tool will be used to quantify potential, estimated energy savings and installed costs based on Program Measure Labor and Material Rates (See Sec. III – Bid Pricing) in order to determine lighting, lighting controls, motors and basic HVAC

energy saving measures that are cost effective and eligible for incentives under the Program (“Measures”). For Measures not listed in the Program Measure Labor and Material Rates, the Market Manager may request cost estimates from a Participating Contractor. Additionally, the Participating Electrical/HVAC Contractor performs a Specialty Inventory of any specialty equipment the facility may contain associated with: refrigeration, motors, food service, natural gas, and non-lighting/HVAC control systems in accordance with training and procedures provided by the Market Manager.

Participating Contractors may elect, at their sole expense, to either: a) utilize laptop computers in the field in connection with conducting Energy Assessments and Specialty Inventory, or b) gather necessary notes in the field for later input into the Energy Assessment Tool and Equipment Inventory spreadsheets.

- The Specialty Inventory is reviewed by the Market Manager. For facilities having specialty equipment potentially eligible for retrofit under the Program, the Market Manager may elect to assign one or more Participating Specialty Contractors to conduct a Specialty Energy Assessment focused on specialty equipment.
 - The Market Manager will perform quality control reviews on a randomly selected percentage of Energy Assessments. Based on these reviews, Participating Contractors shall make necessary corrections or changes requested by the Market Manager. Results of quality control reviews may be used by the Market Manager in determining the assignment of subsequent projects among Participating Contractors under the Program and for considering renewal of Program Contractor Participation Agreements.
- c) The Participating Contractor reviews results of the Energy Assessment with the Owner including proposed Measures, program incentives and Owner costs and develops a Scope of Work and Cost Attachment based on the eligible lighting and HVAC measures accepted by the Owner and Program Measure Labor and Material Rates. The Owner indicates intent to proceed by signing a Measure Implementation Agreement identifying measures to be implemented, which includes the Scope of Work and Cost Attachment. The Measure Implementation Agreement is the installation contract between the Owner and Participating Contractor and, thereby, will also contain the terms and conditions under which the work is to be performed, including payments to be made by the Owner for his/her share of measure costs. The Market Manager will have separate Program Contractor Participation Agreements with Participating Contractors, the terms of which shall address Program rules and procedures, in addition to Measure eligibility.
- d) The Market Manager reviews and approves the Measure Implementation Agreement and notice to the Owner and Participating Electrical/HVAC Contractor granting authorization for the project retrofit work to proceed. The Participating Electrical/HVAC Contractor countersigns the corresponding Measure Installation Agreement and the agreement becomes fully executed,
- e) In cases where Specialty Energy Assessments identify eligible specialty measures, the process described above under b) through d) is to be followed by Participating Specialty

Contractors, the Market Manager and Owners to result in a Measure Implementation Agreement for eligible specialty measures. The scope of services for Participating Specialty Contractors shall include the calculation of energy savings for their respective specialty measures for review and approval by the Market Manager, in lieu of utilizing an Energy Assessment spreadsheet from the Market Manager for such calculations. Energy saving calculations shall be in accordance with protocols prescribed by the Market Manager and industry accepted practices

Participating Specialty Contractors may elect, at their sole expense, to either: a) utilize laptop computers in the field in connection with conducting Energy Assessments and Specialty Inventory, or b) gather necessary notes in the field for later input into the Energy Assessment and Equipment Inventory spreadsheets.

- f) According to the terms of the Measure Implementation Agreement, the Owner either: a) pays the Participating Contractor the initial non-incentive portion of the project cost, or b) signs a Program Financing Agreement to finance such portion, provided the Program includes a financing option,
- g) The Participating Contractor contacts the Owner and arranges a mutually acceptable and reasonable project installation start date and schedule. The start date shall be as soon as practicable, but not more than 30 days from execution of the Measure Installation Agreement unless the Owner and Market Manager agree to a later start date,
- h) The Participating Contractor performs work to install Measures according to the Measure Implementation Agreement and completes such work as soon as practicable, but no more than 15 days from commencing such work unless the Owner and Program Manager agree to a later completion date,
- i) The Owner confirms and accepts measure installation by signing a Project Completion Form. If the Owner finds work is not in conformance with the Measure Implementation Agreement, the Participating Contractor will perform further reasonably necessary work to bring the work into conformance. The Participating Contractor countersigns the Project Completion Form, which includes, among other provisions, acknowledgement and proof, as deemed necessary by the Market Manager, that all removed materials were disposed of in a proper manner, in accordance with applicable codes,
- j) The Market Manager conducts a review of the project file and, once reasonably satisfied, the Market Manager countersigns the Project Completion Form,
 - o The Market Manager will perform on-site quality control inspections on a randomly selected percentage of Measure installations. In the event such inspections identify additional or corrective work which may be necessary for Measure installations to comply with Program and/or Measure Installation Agreement requirements, the Contractor shall return to the site to complete such work within ten (10) business days of notification,
- k) According to the terms of the Measure Installation Agreement, the Owner either: a) pays to the Participating Contractor the balance of the non-incentive portion of the project

cost, or b) signs a Program Financing Agreement to finance such portion, provided the Program includes a financing option,

l) The Market Manager will invoice the New Jersey Treasury for completed projects on a biweekly basis. A completed project is one in which the Project Completion Form is signed by the Owner and countersigned by the participating Contractor and has passed Market Manager quality control review. The Market Manager will pay the Participating Contractor the incentive portion of the project cost within seven (7) days of receiving payment from New Jersey Department of Treasury,

m) At this point, the obligations of all parties are satisfied with respect to the Owner's project.

Contractor personnel who will perform Energy Assessments, Specialty Equipment Inventories and other administrative and management functions must attend **mandatory training sessions** to be provided by the Market Manager prior to the commencement of work.

Section III – Bid Pricing & Information Submittals

Pre-Bid Submittals

Contractors intending to submit a proposal in response to this RFP shall first communicate such intent by emailing **fully completed** Appendix A, B and C forms ("Pre-Bid Submittals"). The Market Manager will review Pre-Bid Submittals and select in its sole discretion those contractors who will be invited to submit proposals and participate in a pre-bid teleconference.

Content and Format of Proposals

Only contractors invited by notice from the Market Manager to submit proposals will additionally submit the items noted below in this sub-section.

Pricing

Attachment D - Proposed Pricing Spreadsheet for Eligible Measures ("Pricing Spreadsheet") for all measure categories in which the contractor proposes to perform work. Attachment D consists of several spreadsheet tabs; one tab for each of six measure categories: lighting, motors, HVAC, refrigeration, natural gas measures, and food service. Within the spreadsheet, bidders are to provide the following information as applicable within the corresponding columns for each eligible measure listed for measure categories the bidder proposed to perform work:

- Rated efficiency or power consumption,
- Efficiency unit,
- Manufacturer,
- Manufacturer's part, model or catalog number,
- Warranty period (for parts and labor)
- Material cost,
- Labor man-hours,
- Labor cost, and
- Total material and labor cost

With respect to Participating Electrical/HVAC Contractors, it is the Market Manager’s strong preference to award Program Participation Agreements to bidders who propose to perform work associated with Lighting, Motors and HVAC measure categories listed in Attachment D, without exclusion. Therefore, bidders proposing to provide services as a Participating Electrical/HVAC Contractor are encouraged to submit proposals and pricing for ALL of these three measure categories. Subcontracting is an acceptable means for bidders to propose providing such comprehensive lighting, motors and HVAC services, provided the bidder discloses its intent to utilize subcontractor(s) in Attachment B.

All equipment proposed and installed under the Program by Participating Contractors must meet or exceed the minimum efficiencies and specifications listed within the notes sections of Attachment D - Pricing Spreadsheet. The Market Manager reserves the right to amend the list of measures or specifications eligible under the program.

For measures having equipment available from multiple manufacturers, bidders are to provide the above information for one specific manufacturer’s equipment the bidder proposes to provide under the Program. Participating Contractors will be permitted to perform installation of measures with equipment having “equal or better” specifications.

Pricing provided by bidders is to be fixed price and all inclusive, so as to include ALL labor and materials in connection with the full scope of work, including: a) performing Energy Assessments and Equipment Inventories, b) attending mandatory training sessions, c) removal and disposal of existing equipment as necessary, d) installation of new equipment, and e) satisfying all other Program provisions.

Qualifications

Proposals shall also include a separate written section describing the contractor’s qualifications and experience according to Section IV – Contractor Qualifications.

Other

All bidders invited to submit proposals in response to this RFP must complete and include the following with their proposals:

1. Certificate Of Insurance confirming, at minimum, the listed coverage levels listed in Section VII - General Terms and Requirements, and
2. The below listed linked forms of the State of New Jersey, Department of Treasury, Division of Purchase and Property:
 - a) Disclosure of Investigation & Actions, MacBride Principles Form, and Affirmative Action Form:
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
 - b) State of New Jersey Business Registration Certificate:
<http://www.state.nj.us/treasury/purchase/doingbusiness.shtml#br>
 - c) Notice of Intent to Subcontract:
<http://www.state.nj.us/treasury/purchase/forms/SubContracting.pdf>
 - d) Source Disclosure Certification Form:
<http://www.state.nj.us/treasury/purchase/forms/sdcert.pdf>

The Market Manager will select from among bidders whose proposals are in accordance with this RFP, a group of contractors for potential participation in the Program, whom shall take part in pricing negotiations with the Market Manager in order to arrive at agreed upon labor and material pricing (“Program Measure Labor and Material Rates”) for each measure. Participating Contractor Agreements ultimately awarded to Participating Contractors will be based on Program Measure Labor and Material Rates.

Section IV - Contractor Qualifications

Bidders invited to submit proposals in response to this RFP shall describe its qualifications and experience for performing Energy Assessments and equipment Inventories, in addition to installation work associated with each measure category for which the bidder intends to perform work and for which pricing and other information is provided in response to the Pricing Section of this RFP and in accordance with Attachment D. Qualifications may be for contractor employees, subcontractor or allied partners.

There will be goals Participating Contractors will be expected to achieve each year of the contract, which will be set and by the Market Manager and communicated to Contractors.

In addition to electrical energy efficiency measures, the Program seeks identification and installation of energy efficient, natural gas-fired equipment. Bidders seeking to be awarded work as a Participating Specialty Contractor for installation of gas measures shall state their experience and qualifications with respect to the following:

1. Natural gas heating and domestic hot water energy efficiency audits.
2. Managing a turnkey installation service for natural gas equipment. This equipment includes but may not be limited to:
 - Low voltage programmable thermostats,
 - Energy efficient gas fired space heating boilers and furnaces,
 - Gas-fired tank-less hot water heaters,
 - Low intensity gas infrared space heating units, and
 - Energy efficient gas fired domestic hot water heating systems including stand alone domestic hot water tanks, indirect-fired systems and water saving devices such as shower heads and faucet flow restrictors.

Section V - Equipment and Materials

Equipment and Materials

Participating Contractors shall be responsible for providing all equipment and materials necessary to perform the assigned scope of work on each project.

Equipment and Materials Warranty

At the time of installation, Participating Contractors shall warrant that all equipment and materials supplied are free from defects in title, material and workmanship and shall conform to Program and eligible measure specifications. Participating Contractors shall extend to Owners full equipment, materials and labor warranties with an expiration date of the later of either one year from the date of installation or the manufacturer's standard warranty expiration. Participating Contractors shall be responsible for all warranty issues relating to equipment and materials installed under the Program.

Material Disposal

Participating Contractors shall be solely responsible for taking all necessary precautions and actions with respect to proper disposal of all hazardous and non-hazardous waste in accordance with all local, State and other applicable codes, standards, laws, regulations, rules, and generally accepted work practices, including but not limited to the general guidance contained at the following Internet location: <http://www.state.nj.us/dep/dshw/resource/njac726a1.pdf> for more information on disposal of materials.

Ballast Disposal

Participating Contractors performing lighting related work will be responsible for physically removing all fluorescent ballasts from lighting fixtures that are being retrofitted as a result of the Program. The Contractor will pack the removed ballasts in either pails or drums to reduce the possibility of any leakage. Such Participating Contractor will be responsible for collecting ballasts from the Owner's facility and will be responsible for proper disposal of the ballasts. By signing the Project Completion Form, Participating Contractors will certify that discarded, lighting equipment will not be reused and that all removed materials were properly disposed of in accordance with all applicable federal, state and local regulations, laws and rules.

Lamp Disposal

Participating Contractors performing lighting related work will be responsible for removing, packaging and disposing of all fluorescent lamps that have been removed as a result of the Program in accordance with various federal, state and local regulations, laws and rules. By signing the Project Completion Form, the Contractor will certify that discarded, lighting equipment will not be reused and that all removed materials were properly disposed of in accordance with such regulations, laws and rules.

Other Debris Disposal

Participating Contractors will be responsible for removal and proper disposal of general construction debris and all other materials and equipment removed in connection with work they perform under the Program.

Documentation and Indemnification – Material Disposal

Participating Contractors must provide written documentation that all discarded materials have been disposed in accordance with applicable federal, State and local regulations, laws and rules. By signing the Project Completion Form, the Contractor will certify that discarded, lighting equipment will not be reused and that all removed materials were properly disposed of in accordance with such regulations, laws and rules.

Participating Contractors shall indemnify the OCE, participating Owners, participating utilities, and the Market Manager, in addition to their parents, affiliates, employees, agents, officers and directors and hold them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including employees of Participating Contractor and any Subcontractor) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of the Participating Contractor, its Subcontractors, agents, or employees related to or involving hazardous waste generated during the course of performing work.

Section VI - Installation of Measures

Participating Contractors, including their subcontractors, shall perform all work in a workmanlike manner and comply with reasonable requests by the Market Manager and Owners regarding the manner of performing work. Contractors shall make reasonable attempts to complete installation of measures within thirty (30) business days of the Market Manager countersigning Installation Agreements. All equipment and material provided under the Program shall be installed in accordance with manufacturer specifications and in full compliance with all applicable local, state and federal codes.

Work performed in connection with the Program will require the use persons from various trades, requiring a variety skills, licenses and certifications. Participating Contractors shall be responsible for maintaining adequate numbers of properly skilled, licensed and certified personnel to satisfy the workload, schedules and workmanship expectations and other requirements determined by the Market Manager.

Permits

Participating Contractors shall be solely responsible for obtaining, at their cost, all permits associated with the work assigned to them.

Section VII - General Terms and Requirements

Warrant of Qualifications

Participating Contractors shall warrant within their proposal they have the experience and qualifications to perform work and, further, that all work will be performed by personnel who are fully qualified, competent, properly trained and licensed and whose performance reflects professional knowledge, judgment, and performance and workmanship is generally accepted and appropriate. If within the period of twelve (12) months from performance of work, it is determined that any portion of the services performed by Contractor fails to comply with the program and warranties set forth herein, Contractor shall, at its sole cost and at the Program Manager's option, (i) correctly re-perform such services or (ii) return to Program amounts paid to the Contractor and attributable to such services. Corrective work performed by Contractor shall be subject to the above warranty provisions.

Licensing and Code Compliance

Participating Contractors shall be responsible for satisfying all local and State requirements with respect to licensing of all persons performing all work under the Program including direct employees and subcontractor personnel. Contractors shall further ensure all work is performed in accordance with all applicable federal, State and local codes, laws, rules and standards.

Safety

All employees, subcontractors, agents, or persons otherwise under the control of a Participating Contractor shall be instructed in and familiar with safety rules and regulations applicable to the work being performed. Participating Contractors shall have the responsibility to see that such persons are so informed and that safety practices are followed.

Insurance

All bidders invited to submit proposals in response to this RFP must complete and include with their proposals a certificate of insurance confirming, at minimum, the below listed levels of insurance for all categories. Participating Contractors shall purchase and maintain at its own expense and provide proof to the Market Manager of the following insurance coverages with the indicated amounts and with TRC named as an additional insured party prior to performing any work and to remain in effect for no less than eighteen (18) months from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later:

- Workers' Compensation - Statutory coverage and Employers Liability Insurance with limits of \$1,000,000.
- Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence and annual aggregate.

- Comprehensive Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, with a combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident.
- All policies contemplated above other than Workers' Compensation shall be endorsed to name the State of NJ and TRC , its affiliates and their respective directors, officers, employees and agents, as additional insured as respects any and all third party bodily injury and/or property damage claims arising out of Contractor's operations hereunder. All policies shall require thirty (30) days written notice to be given to Utility of cancellation and/or material change in any policy.
- Certificates to evidence such policies of such insurance shall be provided to TRC prior to commencement of any work under the Program.
- Such insurance coverage shall be primary to any other coverage available and shall not be deemed to limit Contractor's liability.

Right to Audit

The Market Manager, OCE or other New Jersey State entities shall have the right to inspect and audit all Contractor and subcontractor books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Contract. Contractor and any Subcontractors shall preserve all such records for a period of three years following final payment associated with each project. Contractor shall provide for such right to audit by Market Manager in all contracts with Subcontractors relating to the Contract.

Data Tracking and Reporting

Participating Contractors shall provide, on a timely basis, periodic status reports describing the status of each project, documents mentioned within this RFP, including those described under Section II – Program Process and Contractor Scope of Services; and other reports as reasonably requested by the Market Manager.

Training

Personnel performing work under the Program will be required to attend periodic training sessions held at the Market Manager's reasonable discretion.

Term and Termination

The Market Manager anticipates awarding Participating Contractor Agreements for an initial term, beginning at the actual date of program commencement and ending December 31, 2009, with renewable one year terms thereafter, subject to the agreement of the parties. Such agreements will contain early termination provisions for non-performance, changes in Program funding and other events.

Section VIII – Evaluation of Proposals

A team consisting of representatives from the OCE and the Market Manager will evaluate proposals received in response to this RFP. The team will evaluate proposals and select an initial group of bidders for negotiation of final pricing and other terms, from which successfully negotiated bidders will be offered a Participating Contractor Agreement for execution.

Proposals will be evaluated based on the following criteria:

- Contractor experience and qualifications performing work in existing small commercial and industrial facilities within New Jersey,
- Contractor experience and qualifications in performing retrofit work, specifically with respect to measures listed within the Direct Install Program Proposed Pricing Spreadsheet,
- Proposed labor and material pricing,
- Contractor capabilities to perform work in multiple measure categories,
- Contractor resources relating to the ability to satisfy Program schedule and workload,
- Proposal completeness, organization and professionalism,
- Proposal responsiveness and completeness; and,
- Other criteria which may be deemed pertinent by the proposal evaluation team.

Additionally, the ability of bidders to perform work in multiple measure categories, whether using employee personnel or through subcontractor partner arrangements, will be given favorable consideration and weighting in the evaluation of proposals. Such ability shall be clearly described in proposals, including indication of which measure categories the contractor will perform work and, for each category, whether work will be performed by contractor employees or subcontractor personnel.

The proposal review team reserves the right to invite one or more bidders to present, discuss and/or clarify its proposal prior to selection for negotiation of final Program pricing and other terms. Additionally, the proposal review team reserves the right to disqualify and bidder for any reason.

Section IX - Schedule

Subject to change by the Market Manager, the schedule of milestones related to this RFP is as follows:

- RFP Announced and Posted On NJ Clean Energy Program website – May 11, 2009.
- Intent to Bid & Pre-Questionnaire- All entities intending to submit a proposal in response to this RFP **must** communicate such intent to the Market Manager’s representative, by emailing **fully completed** Appendix A, B and C forms (“Pre-Bid Submittals”) to smaglaras@trcsolutions.com on or before 4:00 p.m. EST on **May 19, 2009**.
- Bidders Conference - The Market Manager in its sole discretion will review Pre-Bid Submittals and select those contractors who will be invited to submit pricing and written proposals and participate in a pre-bid teleconference which will take place the week of **May 25, 2009**. The date, time and teleconference dial-in information will be emailed to all invited contractors.
- Communications - All communications, including questions, shall be directed to the Market Manager’s representative, via email to smaglaras@trcsolutions.com on or before 4:00 p.m. EST on **June 1, 2009**.
- Proposal Submittal - All pricing and written proposals shall be submitted to the Market Manager’s representative via email to smaglaras@trcsolutions.com by no later than 4:00 p.m. on **June 8, 2009**. Pricing proposals shall be made in the form of completing appropriate tabs of the MS Excel formatted Pricing Spreadsheet contained in Attachment D. Written proposals describing contractor qualifications and experience shall be made in the form of a single MS Word document. All proposals shall become the property of the Market Manager and will not be returned to bidders.
- Negotiation - A group of bidders will be selected for negotiation of final Program pricing and other contract terms and the parties shall meet to commence such negotiation the week of June 15, 2009 and complete such negotiation by execute a Direct Install Program Participating Contractor Services Agreement on or about **June 26, 2009**, and such agreement shall constitute the agreed upon contract between the parties in connection with the Program. If the Market Manager and any selected bidder are unable to execute such an agreement within a reasonable time period following commencement of negotiation, the Market Manager in its sole discretion reserves the right to cease negotiation with one or more of the initially selected bidders and negotiate with alternative bidders.

Attachment A

Intent to Bid Form

By submitting this form, the contracting entity listed below is hereby expressing its intent to submit a proposal in response to the Request for Proposals dated May 2009 issued by TRC Energy Services which seeks Participating Contractors to provide energy assessments and installation of energy saving measures in connection with the Direct Install Program.

Name of Contracting Entity: _____

Street Address: _____

City and State: _____

Zip Code: _____

New Jersey License Numbers: _____ (Electrical)

_____ (Plumbing)

_____ (Other)

Participating Contractor Entity's Contact Person Information:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

This form must be fully completed and submitted via email to DFlynn@trcsolutions.com by **no later than** the date and time listed in the Section IX – Schedule of the Request for Proposals.

Attachment B

Participating Contractor's Declaration of Geographic and Measure Installation Capabilities

As part of its proposal in response to the Request for Proposals dated May 2009 issued by TRC Energy Services in connection with the Direct Install Program,

_____ {Insert Name of Contractor Entity} _____ hereby declares its capabilities and commitment to perform work as a Participating Contractor and/or Participating Specialty Contractor in the following measure categories and geographic regions as indicated below:

I. We propose to perform work in those measure categories listed below which we have so indicated with a checkmark (π). Additionally, we will utilize subcontractors to perform work in measure categories where we have indicated "Yes".

Will Utilize Subcontractor
("Yes" or "No", and if yes provide name)

_____ Lighting, including controls	_____	_____
_____ HVAC, including controls	_____	_____
_____ Refrigeration	_____	_____
_____ Motors	_____	_____
_____ Food Service	_____	_____
_____ Natural Gas	_____	_____
_____ Controls	_____	_____

II. We propose to perform work throughout the entirety of those ten geographic Program Regions listed below which we have so indicated with a checkmark (π). Additionally, the counties where we have performed work within the past 18 months are circled below

New Jersey Counties Included

_____ Program Region 1	Passaic, Bergen
_____ Program Region 2	Sussex
_____ Program Region 3	Morris
_____ Program Region 4	Warren, Hunterdon
_____ Program Region 5	Essex, Hudson

New Jersey Counties Included

_____	Program Region 6	Union, Somerset, Middlesex, Mercer
_____	Program Region 7	Monmouth, Ocean
_____	Program Region 8	Burlington, Camden
_____	Program Region 9	Gloucester, Salem, Cumberland
_____	Program Region 10	Atlantic, Cape May



Attachment C
Contractor Pre-Bid Questionnaire

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The undersigned certifies under notarized oath that the information provided herein is true and sufficiently complete and truthful so as not to be misleading. Furnishing incomplete, misleading or false information herein shall result in disqualification or termination.

GENERAL INFORMATION

Company Legal Name:

Company Address:

(Street, City, State, ZIP)

Contact Person Name: _____

Phone #: _____

Email: _____

Number of Employees By Category: Management _____, Administrative _____,
Field _____, Other _____

Company Type: Corporation _____ LLC _____ Partnership _____

Sole Proprietorship _____ DBA _____

Describe geographic area(s) where contractor has performed work during the past 3 years:

We employ field labor personnel who are members of the following union(s):

MANAGEMENT OVERSIGHT

Provide below the names, titles, and summary description of the roles/responsibilities and experience of the management personnel who will oversee and assure the satisfactory performance of Direct Install work.

Experience:

- 1. For each category listed below, provide the total number of facilities on which your company has performed equipment retrofit or replacement work in the past three years; along with, for three of those projects, the following information: project and owner reference names and phone numbers. (please ~~strike through~~ any category of which you will not propose to perform work)

- _____ Lighting
- _____ HVAC
- _____ Refrigeration
- _____ Motors
- _____ Food Service
- _____ Natural Gas
- _____ Controls

- 2. On how many projects has your organization performed and presented energy assessments and/or analyses to facility owners in which such assessment/analysis estimated the energy savings and economics associated with installing new, energy efficient equipment, compared to existing equipment? Attach an example of such analysis/assessment.

_____ # projects

LEGAL:

Since January 1, 2005 has your company or any of its affiliates or principals:

3. Been in default or failed to fully complete scope of work with respect to an awarded contract?
YES _____ NO _____

4. Been terminated or otherwise dismissed early from an awarded project under contract?
YES _____ NO _____

5. Had any legal or arbitration claims, suits or judgments filed against them?
YES _____ NO _____

6. Filed for, declared, been declared bankrupt or insolvent, or been asked to post collateral against a loss?
YES _____ NO _____

7. Colluded with other bidders, been disqualified for reasons relating to possible or actual collusion, or failed to furnish a non-collusion affidavit upon request?
YES _____ NO _____

8. Have any liens against them or their assets?
YES _____ NO _____

(If you have responded "Yes" to one or more questions #1-5 above, please provide explanations as a separate attachment)

9. Have all requisite licenses, certifications and qualifications to perform Direct Install work in the State of New Jersey?
YES _____ NO _____

SAFETY:

1. Has your company received a safety citation fine or other safety related disciplinary action within the past four years?

YES _____ NO _____ if yes, provide the number of such actions and summary details

2. Does your company have a written safety plan?

YES _____ NO _____

SIGNATURE AND NOTARIZATION:

Signature of Individual Completing Form

Date

Sworn to and subscribed before me, this the _____ day of _____, 20_____

Notary Public My Commission Expires:

Attachment D
Proposed Pricing Sheets
(see MS Excel formatted spreadsheet)