



Request for Proposal 06-X-38052

For: Management Consulting:
Program Management Services,
NJ Clean Energy Program

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	09/06/2005	05:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	09/12/2005	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.2 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information.)	10/21/2005	02:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Set-Aside	Status	Category
Small Business (Refer to RFP Section 4.4.1.8 for more information.)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> II
	<input checked="" type="checkbox"/> Sub Contracting Only	<input checked="" type="checkbox"/> III

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Date: 08/19/2005

Using Agency

State of New Jersey
Board of Public Utilities
Office of Clean Energy
44 South Clinton Avenue
PO Box 350
Trenton, NJ 08625-0350

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the Board of Public Utilities (BPU), Office of Clean Energy (OCE).

The purpose of this RFP is to solicit bid proposals for up to three (3) separate contracts designed to fill Market Manager(s) positions. The Market Manager(s) will manage the following three (3) OCE market sectors that are designed to improve energy efficiency and encourage renewable energy:

1. Residential Energy Efficiency
2. Commercial and Industrial (C&I) Energy Efficiency
3. Renewable Energy

A fourth contractor will be hired via a separate RFP to perform Program Coordination among the three Market Managers engaged through this RFP. In concert with the Market Manager(s) and OCE, the Program Coordinator will develop and initiate policies and procedures for the Programs.

It is recommended that all bidders for this Market Management RFP review companion RFP: 06-X-38174 Management Consulting: Program Coordinator, NJ Clean Energy Program. It is anticipated that the Notice of Intent to Award (NOI) for the Program Coordinator will be issued before the NOIs for the Market Manager(s) are issued.

Due to the necessity for the Program Coordinator to be independent of the implementation programs, the bidder awarded the contract for Program Coordinator services shall not be awarded any of the three (3) clean energy market manager contracts. In addition, the bidder for the Program Coordinator or Market Manager RFPs shall not be a NJ Utility currently supplying gas or electricity nor be a contractor that is now performing market assessment for OCE. In addition, no bidder awarded a contract for the Program Coordinator or Market Manager shall be awarded a contract for market assessment or will perform market assessment concurrent with or overlapping the duration of these contracts. .

All bidders and contractors should be aware that the programs specified in this RFP may change and evolve over time. The quantity of work may change and programs may be modified. Programs or components of programs may be eliminated while others are created. Therefore, contractors shall need to be capable of adjusting to changing work needs and program designs.

The expected services for the Market Manager(s) are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award up to three (3) contracts to those responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered, for a period of two (2) years with the possibility of three extensions of one (1) years each. Bidders may bid and be awarded contracts for one or more of the three energy efficiency/renewable energy contracts.

The State is not obligated to award contracts to the lowest priced bidder. A major factor in determining the most advantageous bidder will be the quality of the bidder's plan to achieve the New Jersey Clean Energy Program's goals and objectives as set forth in this RFP. Each bidder's bid proposal will be evaluated as specified in Section 6.3. The general approach and plans will be evaluated in accordance with Section 6.3.1. The bidders prices will be evaluated in accordance with Section 6.3.2. The Evaluation Committee will determine those responsible bidders whose bid proposals are most advantageous to the State, price and other factors considered, based on the combined evaluation of price and technical merit.

The NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml> will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

On February 9, 1999, the Electric Discount and Energy Competition Act, N.J.S.A. 48: 3-49 et seq (EDECA or Act) was signed into law. The Act established requirements to advance energy efficiency and renewable energy in New Jersey through the societal benefits charge (SBC) N.J.S.A. 48:3-60a(3). The SBC, a non-bypassable distribution charge imposed on electricity and gas utility customers, provides a source of funds for the energy efficiency and renewable

energy programs approved under this mandate. These energy efficiency and renewable energy programs are now collectively known as the Clean Energy Program. The Board's Orders referenced in Section 1.3.6 enlarged upon EDECA'S objectives. The Clean Energy Program pays incentives to ratepayers who choose to participate in those programs.

EDECA required that the Board of Public Utilities (the Board) initiate a comprehensive resource analysis (CRA) of energy programs and determine the appropriate level of funding for energy efficiency and Class 1 renewable energy as well as the programs to be funded within four months of its effective date and every four years thereafter. EDECA requires that energy efficiency and renewable energy programs be funded for a minimum of eight years and sets out a minimum funding level.

By Order dated March 9, 2001, Docket Nos. EX99050347 et al., the Board issued its first CRA decision that addressed program administration, program funding levels and programs to be funded for the initial period. The Order determined that the energy efficiency programs and the customer-sited renewable energy program were to be initially administered by the State's seven natural gas and electric utilities. However, the grid supply renewable energy program, that provides incentives for investment in renewable energy generation that supplies electricity directly to the grid, was to be administered by the Board.

In April of 2003, the administration and management of the customer-sited renewable energy program was transferred from the utilities to the OCE. The transfer brought all of the renewable energy programs under the direct administration and management of the Board (Item 3 in Section 1.1 above). The energy efficiency programs are currently managed by the State's electric and gas utilities (Items 1 and 2 in Section 1.1 above). As set forth above, the Market Manager(s) will assume all work associated with the energy efficiency programs from the electric and gas utilities and the renewable energy program from the OCE with the exception of the low income, Comfort Partners program, which will continue to be operated and managed by the Utilities. Renewable financing programs presently operated by the Economic Development Authority and programs operated by the Department of Environmental Protection and Department of Community Affairs will continue to be operated by those entities.

The New Jersey Clean Energy Program (NJCEP) developed under EDECA is a signature initiative of the New Jersey BPU that provides education, information and financial incentives for approved renewable energy systems and energy efficiency measures. The NJCEP is a statewide program that targets approximately \$125 million each year toward technologies that save electricity and natural gas and increase the amount of electricity generated from clean, renewable resources. Its objective is to transform the energy marketplace in New Jersey to favor energy efficiency and renewable energy technologies in a deregulated environment.

NJCEP has instituted a number of successful initiatives that help to reduce the State's peak demand, conserve finite resources and transform the marketplace for the next generation of electricity supply technologies. Incentives are available to offset the initial cost of energy efficient and renewable energy technologies for all ratepayers in New Jersey. Programs are comprehensive, complementary and focus on providing technical and financial assistance to homeowners, businesses, schools and government organizations. Currently, the seven (7) electric and natural gas utilities in New Jersey and the OCE provide program management for the Residential, Commercial/Industrial and the Renewable Energy Programs. The current utility providers are:

ELECTRICITY	GAS
Conectiv Power Delivery Co.	New Jersey Natural Gas Co
Jersey Central Power & Light Co.(JCP&L)	NUI/Elizabethtown Gas
Public Service Electric & Gas Co. (PSE&G)	Public Service Electric & Gas Co. (PSE&G)
Rockland Electric Co (RECO)	South Jersey Gas Co.

By Order dated April 30, 2004, Docket Nos. EO04030178 & EO02120955, the Board denied the NJ utilities' request to bid on this RFP.

The goals for the energy efficiency and renewable energy programs, as set forth in EDECA, are to establish programs that reduce market barriers and transform the market, have environmental benefits over and above those of existing standard offer programs, make energy service more affordable for low-income customers and eliminate subsidies for programs that can be delivered into the market without SBC funding.

In keeping with the goal of transforming the New Jersey energy marketplace, the amount of money available for incentive payments will change over the life of the contracts resulting from the RFP's. The budgets for specific programs and incentives will increase or decrease as the specific markets and technologies change. The OCE, the Program Coordinator and the Market Manager(s) will work together to adjust the programs and incentives to best meet the Board's

objectives within the annual budgets. The technologies and measures that achieve energy efficiency and effectively produce renewable energy are evolving. Therefore, the BPU reviews and evaluates current programs, available technologies and energy efficiency measures to add, delete, modify, or change energy programs to assure that the energy efficiency/renewable energy programs are current and effective.

EDECA and the Renewable Energy Task Force have provided goals for which and the Clean Energy Council develops objectives that underlie the specific scope of services outlined in Section 3.0 of the RFP.

See the NJBPU website at <http://www.bpu.state.nj.us/home/BOCleanEn.shtml> for Board Orders related to the Clean Energy Program. See <http://www.bpu.state.nj.us/cleanEnergy/Reports.shtml> for program road map, annual and quarterly reports. See Section 1.3.6 Document Review for additional references.

1.2.1 ENERGY EFFICIENCY PROGRAMS

Currently, the seven (7) electric and gas utilities provide energy efficiency programs under the Clean Energy Program, a uniform statewide program approved by the BPU. RECO contracts with PSE&G to provide the programs in its service territory. The Market Manager(s) selected as a result of this RFP will assume management and implementation for these programs from the Utilities (Samples of the procedures used by JCP&L to manage these energy efficiency programs are provided in Appendices 6-9).

The Energy Efficiency programs currently being managed by the Utilities, or those programs already approved for implementation by the Market Manager(s), are listed below.

1.2.1.1 RESIDENTIAL ENERGY EFFICIENCY PROGRAM

The following programs are currently approved to be managed by the Residential Energy Efficiency Market Manager. The associated websites contain implementation details and information for the target audience.

Residential Gas and Electric HVAC Program: http://www.njcleanenergy.com/html/1residential/1_cool_advantage.html
http://www.njcleanenergy.com/html/1residential/2_warm_advantage.html

Residential New Construction: <http://www.njenergystarhomes.com/>

Energy Star Products: http://www.njcleanenergy.com/html/1residential/3_nj4es.html

Maintenance

Room Air Conditioning: http://www.njcleanenergy.com/html/1residential/roomac_rebate.html

Change A Light & Other Energy Star promotions

On-Line Energy Audit: http://www.njcleanenergy.com/home_analysis.html

See Appendix 1 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

For a description of the current Residential Energy Efficiency programs visit:

<http://www.njcleanenergy.com/residential.html>

The following programs have been approved by the BPU for implementation, but have not yet been developed or implemented:

Refrigerator Turn-In

Home Performance with ENERGY STAR®

1.2.1.2 COMMERCIAL/INDUSTRIAL ENERGY EFFICIENCY PROGRAM

The following programs will be managed by the Commercial and Industrial (C&I) Energy Efficiency Program Manger. The associated websites contain implementation details and information for the target audience.

Commercial New Construction: <http://njsmartstartbuildings.com>

Commercial Retrofit: <http://njsmartstartbuildings.com>

School New Construction/Retrofit: <http://njsmartstartbuildings.com/smartstartschools/index.html>

Combined Heat & Power (CHP) Program: <http://www.njcleanenergy.com/html/Combined/combined.html>

Pay for Performance, a program that is budgeted for 2005 but not yet developed.

See Appendix 1 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

Current CHP program application forms are found at:
<http://www.njcleanenergy.com/media/2005-CHP-Forms-061005.pdf>

For a description of the current Commercial & Industrial Energy Efficiency programs visit:
<http://www.njcleanenergy.com/ci.html>

1.2.2 RENEWABLE ENERGY PROGRAM

The Renewable Energy Program supports technologies that produce electricity from clean, renewable resources. These programs have been established to promote these technologies in residential, commercial, industrial, low-income, educational and institutional markets. The following programs will be managed by the Renewable Energy Market Manager.

Customer On-Site Renewable (CORE) Program: http://www.njcep.com/html/1_overview.html
Voluntary Green Power Choice Program:
<http://www.bpu.state.nj.us/wwwroot/cleanEnergy/ApprovedGreenPowerChoiceProgram.pdf>
See Appendix 1 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

The following program will be facilitated by the Renewable Energy Market Manager:

New Jersey Renewable Energy Certificates (SREC) Program: <http://www.njcep.com/srec/index.html>

For a description of the current Renewable Energy programs visit: <http://www.njcep.com/>
The Clean Energy Financing Programs are described at:
http://www.njcleanenergy.com/html/Combined/cleanenergy_financing.html will continue to be managed by EDA.

1.2.3 UTILITIES OPERATE ENERGY EFFICIENCY PROGRAM

At the direction of the BPU, the seven electric and gas utilities will continue to manage the energy efficiency programs during 2005 until the transition to the new market manager contractors, awarded as part of this RFP, is complete. (Board Order dated December 23, 2004, Docket No. EX04040276).

1.2.4 OVERVIEW OF INSTITUTIONAL STRUCTURE

Potential bidders will need to understand the roles and responsibilities of a number of significant players in the New Jersey regulatory system, and in particular, their relationship to the Market Manager(s) and the Program Coordinator. The Board, in its September 11, 2003 Order in docket No. EO02120955, available at the website address given below, adopted the recommendations of the New Jersey Clean Energy Council which describes the roles of various participants in the delivery of energy efficiency and renewable energy programs under the new administrative structure established by the Board and described in this RFP. Bidders are referred to that document for further background information. A brief discussion of the roles of a number of parties follows:

1.2.4.1 THE NEW JERSEY BOARD OF PUBLIC UTILITIES

This quasi-judicial body is responsible for guiding the development of State utility policies that best serve the long-term interest of New Jersey utility ratepayers with the goal of providing safe, adequate and proper public utility service. The Board is also responsible for supervising the rates, quality of service and overall financial management of New Jersey's investor owned utilities. The Board will participate in the selection of the entities that will serve as Market Manager(s), all of which will be under direct contract to the Department of the Treasury.

1.2.4.2 THE DEPARTMENT OF THE TREASURY

This is the contracting agency for the BPU. The Department of the Treasury, Division of Purchase and Property, Purchase Bureau will issue RFPs, evaluate proposals in conjunction with the Board and enter into contracts with the winning bidders.

By Order dated December 2004, the Board authorized the Department of Treasury to be the Fiscal Agent (FA) for the New Jersey Clean Energy Programs. The Division of Administration within the Department of the Treasury will

perform the FA function. The FA will be responsible for keeping accurate accounts of transactions, tracking the funding for the Market Manager(s) and Program Coordinator and ensuring that proper requests for payment are paid and providing monthly reports of transaction to the OCE and PC. However, the FA will not have the authority to bind the discretionary authority of the Board. The FA will report directly to the BPU Contract Manager ([See Section 2.2](#)). The BPU Contract Manager will provide the Board with monthly and annual financial statements and accounting reports.

1.2.4.3 THE CLEAN ENERGY COUNCIL (“CEC”)

The CEC was established as advisors to the Board on matters related to New Jersey’s Clean Energy Program, by Board Order on January 22, 2003 Docket No EX99050347, et al. The CEC consists of representatives from the Ratepayer Advocate, the Department of Environmental Protection, US Department of Energy (DOE), distribution utilities (DU), consumers, energy service companies, consumer interest groups and others.

The CEC is an independent body appointed by the Board President that provides a channel of communication between important stakeholders and the Board and will be responsible for working with Board Staff to make recommendations regarding issues that will impact funding levels and programs to be implemented by the Market Manager(s). The current advisory role of the CEC will continue under the new Market Manager(s).

Additional information on the CEC members, history and meeting schedule is available at:

<http://www.state.nj.us/bpu/cleanEnergy/CECpage.shtml>

1.2.4.4 THE CENTER FOR ENERGY, ECONOMIC AND ENVIRONMENTAL POLICY (“CEECP”)

The OCE has engaged CEECP to manage the NJCEP’s evaluation activities and associated research. A process evaluation of the portfolio of renewable energy programs managed and administered by the OCE was performed in 2004. CEECP will continue to manage these evaluation activities on behalf of the Board. In addition, the Market Manager(s) and the Program Coordinator may be called upon to assist CEECP in evaluations.

The current advisory and evaluation role of the CEECP will continue under the new Market Manager(s).

At the time this RFP was written, a separate RFP for a Market Assessment in 2005 was issued to update energy efficiency programs. A separate Market Assessment RFP will be issued for the renewable energy programs. The market assessments will build upon the market potential studies previously completed by Navigant and KEMA as well as other studies that address NJ markets. Evaluation studies for New Jersey that were performed to support many of the existing programs are available at:

http://njcleanenergy.com/html/5library/nj_baseline_studies.html or,
<http://www.state.nj.us/bpu/cleanEnergy/cleanEnergyProg.shtml>

The most recent protocols approved by the Board are available on the Board’s web site at:

http://www.state.nj.us/bpu/wwwroot/cleanEnergy/EO04080894_20041223.pdf

1.2.4.5 CONTRACT CONSULTANT - M. AMBROSIO AND ASSOCIATES

The OCE currently receives program evaluation coordination and related contract management services for the utilities-managed and OCE-managed programs from M. Ambrosio and Associates (“Contract Consultant”). These services include:

- Liaison with utility and OCE Market Manager(s): Coordinating and participating in meetings with Utilities Market Manager(s), the OCE Market Manager and OCE staff to facilitate the resolution of regulatory issues related to NJCEP;
- Development of 2006 programs and budgets: Coordinating the development of 2006 programs, goals and budgets including preparation of analysis of available funding and ensuring evaluation results are considered in 2006 program plans;
- Fiscal Agent: Coordinating issues related to the operations of the Fiscal Agent and its successor, The New Jersey Clean Energy Trust Fund;
- Reporting: Coordinating the preparation of monthly, quarterly and annual reports of the activities of NJCEP which are used to support many of the evaluation and research activities.

- Evaluation: Providing required data, costs computation and protocols for evaluation of NJCEP programs

The activities and responsibilities currently performed by M. Ambrosio and Associates in support of the OCE will transition to the Program Coordinator awarded pursuant to RFP 06x38174.

M. Ambrosio and Associates is permitted to bid on the work of this contract.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Each question should begin by referencing the RFP page number and section number, to which the question relates and should ask the questions in consecutive order, from beginning to end, following the organization of the RFP.

Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is September 6, 2005. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see [Section 1.4.1](#) of this RFP for further information.)

1.3.2 MANDATORY SITE VISIT

Not Applicable

1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference are as follows:

<u>DATE:</u>	September 12, 2005
<u>TIME:</u>	10:00 AM
<u>LOCATION:</u>	Department of the Treasury-Division of Purchase and Property 33 West State Street-9 th Floor Bid Room Trenton, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see [Section 1.4.1](#) of this RFP for further information.)

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not Applicable

1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<u>DATE:</u>	October 21, 2005
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	<p>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml</p>

1.3.6 DOCUMENT REVIEW

The following are publicly available documents that bidders should review in order to prepare and submit accurate and comprehensive bid proposals:

- NJCEP information that is available online at - <http://www.njcleanenergy.com>
- NJCEP History - <http://www.state.nj.us/bpu/cleanEnergy/CEPHistory.shtml>
- NJCEP 2004 Program Descriptions, Marketing Plans and Budgets
<http://www.state.nj.us/bpu/cleanEnergy/2004programs5.pdf>
- Board of Public Utilities - NJ Office of Clean Energy Website
- <http://www.state.nj.us/bpu/cleanEnergy/cleanEnergyProg.shtml>
- NJ Clean Energy Board Orders - <http://www.state.nj.us/bpu/home/BOCleanEn.shtml>
- NJ Clean Energy Council - <http://www.state.nj.us/bpu/cleanEnergy/CECpage.shtml>
- Additional information related to OCE, State policies and program governance that can be found at the BPU website, <http://www.bpu.state.nj.us>

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., the common law and N.J.A.C. 14:1-12.1 et seq. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

2.1 STANDARD DEFINITIONS

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The contractor is the bidder awarded a contract.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

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

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement.

Should – Denotes that which is recommended, not mandatory.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency – The entity for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

2005 Program Plan – This plan provides the descriptions of NJCEP programs being implemented by the Utilities and OCE in 2005.

Alternative Compliance Payment (ACP) – Payment of a certain dollar amount per megawatt hour, which a supplier/provider may submit in lieu of supplying the Class I or Class II renewable energy required under Table A in N.J.A.C. 14:4-8.3. A payment of a dollar amount per megawatt hour (Mwh) made to the Board to cover any shortfall in the supplier's purchase of renewable energy certificates (RECs). The Alternative Compliance Payment rate for Renewable Energy projects for 2005 is \$50/Mwh.

Board, BPU – The Commissioners of the New Jersey Board of Public Utilities.

BPU Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

CEEEP – The Center for Energy, Economic and Environmental Policy (CEEEP) at Rutgers University's Bloustein School of Public Policy and Planning, the group that has been engaged by the Board to manage the NJ Clean Energy Program evaluation and research efforts.

Class I Renewable Energy – Electric energy produced from solar technologies, photovoltaic technologies, wind energy, fuel cells powered by renewable fuels, geothermal technologies, wave or tidal action, and/or methane gas from landfills or a biomass facility, provided that the biomass is cultivated and harvested in a sustainable manner. Types of Class I renewable energy that qualify for use in meeting the requirements in N.J.A.C. 14:4-8.5.

Class II Renewable Energy – Electric energy produced at a resource recovery facility or hydro power facility, provided that such facility is located where retail competition is permitted and provided further that the Commissioner of Environmental Protection has determined that such facility meets the highest environmental standards and minimizes any impact to the environment and local communities. Types of class II renewable energy that qualify for use in meeting the requirements in N.J.A.C. 14:4 -8.6.

Clean Energy Council (CEC) – The New Jersey Clean Energy Council, established in the Board's Order of January 22, 2003, Docket No. EX99050347 et al, provides recommendations to the Board concerning the Clean Energy Program. The CEC consists of representatives of government entities, academia, private firms and public interest groups.

Clean Energy Program (CEP) – As established in the Board Order dated December 22, 2003, Docket No. EO2120955, the BPU program for advancing and promoting energy efficiency and renewable energy programs. The program is designed to provide environmental, economic and energy benefits to New Jersey. The program developed from the Comprehensive Resource Analysis (CRA) referenced below.

Compliance Filing – A program plan that the Board may require from the Program Coordinator or Market Manager(s) which the Board or the OCE may accept in full, with modifications, or reject.

Comprehensive Resource Analysis (CRA) – The resource analysis of energy programs as required by N.J.S.A. 48:3-60a(3) that directed the Board to determine the appropriate level of funding, energy efficiency and Class 1 renewable energy programs (jointly the Clean Energy Program) to be funded by the SBC.

Consortium for Energy Efficiency (CEE) – A nonprofit public benefits corporation that develops national initiatives to promote the manufacture and purchase of energy-efficient products and services.

Contract Effective Date – Date of award of contract to successful bidder.

Contract Operational Date – Date three (3) months after the Contract Effective Date when the contractor is expected to have fully implemented its transition plan and the contract program is fully operational.

Custom Measure – C&I rebates for energy efficiency measures not otherwise eligible as a prescriptive measure. Rebates for custom measures are calculated on a case-by-case basis.

Customer Assistance – Settlement of verbal and written questions, disputes, interviews and information inquiries.

Customer Service – The provision of all services related to the Clean Energy programs.

DEP – The New Jersey Department of Environmental Protection is a State department dedicated to protecting New Jersey's land, air water and natural resources.

DOE – The US Department of Energy is a US government department whose mission is to advance the national, economic and energy security of the United States.

EDA – The New Jersey Economic Development Authority is an independent, self-supporting State entity dedicated to building communities by financing businesses and nonprofits, offering real estate development and technical services, supporting entrepreneurial development, and financing quality public schools.

EPA – The US Environmental Protection Agency is a US government agency whose mission is to protect human health and the environment.

Electric Discount and Energy Competition Act or “EDECA” – The New Jersey State legislation found at N.J.S.A. 48:3-49, et seq. The Act established requirements to advance energy efficiency and renewable energy in New Jersey through the societal benefits charge (SBC) at N.J.S.A. 48:3-60a (3).

Fiscal Agent (FA) – The person or entity retained by the Board to receive and disburse funds collected from ratepayers by the utility companies for the provision of services and programs under the NJCEP. In its September 11, 2003 Order, Docket No. EO02120955, the Board authorized the OCE to contract for the services of a fiscal agent to handle and disburse the funds. The duties and responsibilities of the Fiscal Agent have since been transferred to the New Jersey Clean Energy Trust Fund and are administrated by the New Jersey Department of the Treasury.

Incentive – Incentives include rebates for equipment and products purchased and payments to customers for design support or technical support for installation of program eligible energy efficiency measures and rebates for program eligible renewable equipment.

KW – Kilowatt; a measure of electric capacity.

KWh – Kilowatt-hour; a measure of electric use.

Market Development – The increased availability and delivery of products and services to consumers. As a result, these products and services are more broadly available at the appropriate price, quality and quantity.

Market Manager(s) – The contractors responsible for managing and implementing Clean Energy Programs.

Market Transformation – Means the change that is achieved when an energy efficiency technology becomes the standard purchasing practice in New Jersey without the need for rebates or incentives.

Memorandum of Agreement (MOA) – The Memorandum of Agreement executed May 5, 2004 with Addendum No. 1 among the OCE and the seven (7) electric and gas public utilities of the State of New Jersey, see Appendix 2 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml> that sets out certain elements of the transition of the CEP to the BPU.

Net-Metered - A method of recording or measuring the energy consumed and produced at a home or business that has its own renewable energy generator.

NJ Clean Energy Trust Fund – The fund designation used by New Jersey Department of the Treasury, Division of Administration, Office of Fiscal and Resources to manage the monies collected by the electric and gas utilities (see Societal Benefits Charge).

Office of Clean Energy (OCE, or NJOCE) – The New Jersey Board of Public Utilities, Office of Clean Energy.

OCE Subcontractor – Vendor(s) contracted by the OCE prior to the award of this contract to manage Renewable Energy Program tasks.

Pennsylvania-Jersey-Maryland (PJM) Interconnection – PJM Interconnection means the regional transmission organization (RTO) that coordinates the movement of wholesale electricity in the PJM region.

PJM Region – The area within which the movement of wholesale electricity is coordinated by PJM Interconnection, as defined herein. The PJM region is described in the Amended and Restated Operating Agreement of PJM Interconnection, which is incorporated herein by reference, as amended and supplemented. The Operating Agreement can be obtained on the PJM Interconnection website at www.pjm.com, or by writing to PJM Interconnection, Legal Department, 955 Jefferson Avenue, Norristown, PA, 19403. PJM ensures the reliability of the largest centrally dispatched control area in North America by coordinating the movement of electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

Prescriptive Measures – All measures for which a specific rebate level are identified in a program description.

Program Coordinator – The contractor to be selected pursuant to a separate RFP responsible for coordinating, managing and monitoring and enforcing the performance of the Clean Energy Programs and the Market Manager(s).

Rebate – A payment to a customer that installs a qualified energy efficiency measure.

Renewable Energy Task Force – A group created by Executive Order on January 28, 2003 to make recommendations on how to increase the use and development of renewable energy in New Jersey.

Solar Alternative Compliance Payment (SACP) – Means a payment of a certain dollar amount per megawatt hour, which a supplier/provider may submit in lieu of complying with the solar electric generation requirements in Table A in N.J.A.C. 14:4-8.3. The Solar Alternative Compliance Payment rate for Renewable Energy projects for 2005 is \$300 /Mwh.

Societal Benefits Charge (SBC) –A non-bypassable distribution charge imposed on all electric and gas utility customers as appropriate under N.J.S.A. 48:3-60(a)(3), collected by the Utilities. That charge provides funds for the New Jersey Clean Energy Program.

System-wide Programs – All programs offered under the Clean Energy Program.

Therm – A therm is equal to 100,000 Btu's, a measure of natural gas usage.

Trade Ally – Company or trade organization that is in a similar business working with other similar businesses to develop similar markets and technologies.

Transition Period – A ninety (90) day period following the contract award in which the contractor will be expected to complete development of the infrastructure necessary to implement the programs.

Transition Plan – The plan to be developed by the Market Manager(s) in concert with the OCE, the utilities and Program Coordinator contractor to carry out the change from the current to the proposed program management.

Utilities – New Jersey's seven (7) investor-owned electric and natural gas utilities that currently manage the New Jersey Clean Energy Program.

Web Hosting – A computer or contracted service on a network that is the repository for information and services available to the other program computers on the network.

Web Master – The person or contracted service in charge of administering the program website.

3.0 SCOPE OF WORK

The Market Manager contractor(s) shall perform all the services and provide all the deliverables specified. The work of these contracts is to provide program management services for each of three (3) market sectors (Residential ([Section 3.2](#)), Commercial & Industrial ([Section 3.3](#)) and Renewable Energy ([Section 3.4](#))) administered by the OCE. As previously explained, Program Coordinator will perform the day-to-day administrative functions involved in coordinating, managing, and monitoring the performance and progress of the programs of the awarded Market Manager(s).

The functions to be performed by the Market Manager(s) are grouped into five major tasks, outlined here, and detailed below:

- Program Transition Responsibilities (Section 3.0.1)
- Program Operations and Implementation (Section 3.0.2)
- General Administration (Section 3.0.3)
 - Management Plan (Section 3.0.3.1)
 - Budgeting (Section 3.0.3.2)
 - Financial Management Responsibilities (Section 3.0.3.3)
 - Contract Management (Section 3.0.3.4)
 - Dispute Resolution Process (Section 3.0.3.5)
 - Information Technology, Data Collection, Reporting (Section 3.0.3.6)
 - Meetings/Teleconferences (Sections 3.0.3.7 - 3.0.3.9)
- Program Development, Planning, Data Collection and Support (Section 3.0.4)
- Performance Incentive (Section 3.0.5)

Each Market Manager contractor(s) shall perform all the services and provide all the deliverables specified in the following three (3) sections: Section 3.0 (General Scope of Work Section); Section 3.1 (Common Scope of Work Deliverables) and the appropriate Program Specific Section (Residential ([Section 3.2](#)), Commercial & Industrial ([Section 3.3](#)) or Renewable Energy ([Section 3.4](#))).

3.0.1 PROGRAM TRANSITION RESPONSIBILITIES

3.0.1.1 KICK-OFF MEETINGS

Within five (5) business days following contract award, the Program Coordinator and each of the three (3) Market Manager(s), and the OCE will meet in Trenton, New Jersey to discuss all aspects of the contract pertaining to each contractor. There will be a separate Program Coordinator kick-off meeting. There will be one (1) Market Manager kick-off meeting for each Program. The Program Coordinator must attend all the Market Manager kick-off meetings. The Market Manager's and Program Coordinator's project manager must attend the kick-off meeting(s) as well as any other key staff as deemed necessary by the OCE, including accounting staff to discuss issues involving billing and payment. All aspects of the Market Manager's and Coordinator's approach to collecting and evaluating data will be discussed at the kick-off meetings. The Program Coordinator shall submit a summary report of each kickoff meeting (minutes) within five (5) business days of each kick-off meeting and provide the summary reports to the BPU Contract Manager, the Market Manager and any other party as specified by the BPU Contract Manager by email.

All travel to and from these meetings shall be considered part of the contract price, the Market Manager(s) shall not be paid separately for travel.

3.0.1.2 TRANSITION EXISTING COMMITMENTS

The Market Manager(s) shall transition existing program commitments. The Market Manager(s) shall also transition specifically the functions currently performed by the utilities and OCE. The Market Manager(s) shall develop a preliminary Transition Plan and a Termination Transition Plan (Exit Plan). Each Market Manager's Transition Plan will be incorporated into the Program Coordinator transition plan submitted to the OCE. The transition period should be completed within ninety (90) days of contract award, with thirty (30) days to be devoted to the development of the Preliminary Transition Plan and sixty (60) days for actual transition.

An immediate requirement of the Market Manager(s) and the Program Coordinator is to facilitate the transfer of existing energy efficiency/renewable energy programs now managed by the New Jersey electric and gas utilities and the OCE to the Market Manager(s).

The transition shall be performed in an organized and efficient manner with a minimum of interruption to current customer commitments. The contractor shall strive to maintain and strengthen constructive relationships with the utilities program management, customers, trade allies, contractors and other energy program partners when possible.

During the transition period, it is anticipated that the Market Manager(s) shall be assisted by the Program Coordinator, the OCE, the Clean Energy Council and the Utilities in fulfilling their program transition responsibilities.

The transition period shall consist of:

1. Program Set Up – Immediately following contract award and the kick-off meeting as set forth in [Section 3.0.3.6](#) below, the Program Coordinator, the Market Manager(s) and the BPU Contract Manager shall work together to modify the Transition Plan submitted with the successful bidders' bid proposals to develop the systems and procedures needed to operate the energy efficiency and renewable energy programs. The Transition Plan will include, at a minimum:
 - Developing program handoff procedures with the Utilities and OCE subcontractors,
 - Determining the required information transfers between the Contract Consultant, utilities and the OCE subcontractors,
 - Creating, installing and testing necessary data collection systems for program operation and evaluation,
 - Establishing the ability to receive calls transferred from the Program Coordinator's toll-free number,
 - Developing and/or modifying application, rebate/incentive payment processes, reporting procedures, data collection and data recording processes, internal billing and related documentation to be sent to the Program Coordinator, the BPU Contract Manager and the Clean Energy Trust Fund,
 - Developing electronic fund transfers between the Trust Fund and the Market Manager(s),
 - Creating a check processing system, and
 - Ensuring all other preparations needed before the programs are transitioned to the Market Manager(s).

The Transition Plan must be approved by the BPU Contract Manager prior to implementation.

During program set-up the Market Manager(s) and Program Coordinator shall meet with the Contract Consultant, Utilities and OCE subcontractors to discuss the transition.

A specific date will be set to start the sixty (60) day transition implementation and the OCE will notify the Utilities and OCE subcontractors of what role, if any, the Utilities will have going forward in supporting NJCEP (see MOA, Appendix 2 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>)

Depending on what happens during actual transition, all three (3) market sector transitions may not occur simultaneously but as each is ready for transition. However, it is intended that all energy efficiency and renewable energy subprograms will be transitioned at the same time unless a specific, written agreement to transition programs individually is reached among the BPU Contract Manager, the Program Coordinator, the Market Manager(s) and the Utilities and/or OCE subcontractors. Once all systems and parties to the transition are prepared or as directed by the BPU Contract Manager and a transition date set, the transition of programs will be scheduled for transition implementation.

2. Transition Implementation Period – During this phase, the Market Manager(s), with the assistance of the Program Coordinator who shall monitor the progress of the transition activities, shall transition the programs and outstanding commitments from Utilities and OCE subcontractors. At the conclusion of this phase, the transition of the programs to the Residential, Commercial & Industrial and Renewable, Market Manager(s) will be operationally complete.

Market Manager(s) shall submit a transition plan with their bid proposal. It is anticipated that the transition plan submitted will be modified at the kick-off meetings. The Plan shall include, at a minimum:

- a. Organization chart and description of management roles and responsibilities;
- b. Description of and dates for proposed transition milestones;
- c. Description of a plan to fulfill existing customer contracts and contracts with distribution utilities or subcontractors entered into by the program prior to the contractors' assumption of responsibilities;
- d. Plan to detail specific communications strategy for transfer of obligations.
- e. Plan to facilitate the transition from the existing program reporting systems.

Each Market manager shall also prepare a Program Termination Transition (Exit plan) which shall be used in the event that if during the contract term any Market Manager's role is terminated or transferred to another entity. In such event, the Market Manager shall cooperate with and assist any such transition process so as to best effect the purposes of the transition. This obligation shall include without limitation, the sharing and transfer of data and management information systems and software.

Deliverable: The Market Manager(s) shall deliver a Transition Plan.

3.0.2 PROGRAM OPERATIONS AND IMPLEMENTATION

The Market Manager(s) shall provide the following services and/or deliverables:

- Develop and use customer application forms for use in the Programs;
- Provide and process program applications/forms and a technical review process;
- Field customer telephone calls and resolve disputes;
- Process incentives, rebates and payments;
- Perform quality assurance processes throughout all marketing communications, training, implementation and customer outreach services;
- Provide sales and maintenance/technical training;
- Participate in and sponsor program/industry seminars and trade shows;
- Initiate and participate in regional and national OCE approved marketing campaigns;

The Market Manager(s) shall manage, oversee and implement the programs directly or through subcontractors as it chooses.

The Market Manager(s) shall solicit, select, hire and oversee employees and subcontractors to perform program implementation and develop methods for managing the performance and compensation of program implementers (subcontractors).

The Market Manager(s) shall develop and oversee compensation levels and mechanisms for direct employees and subcontractors, and collect and compile information for documenting performance.

The Market Manager(s) shall develop and maintain quality assurance standards, tracking and monitoring mechanisms for each program.

The Market Manager(s) shall collect, maintain and provide information sufficient to assess program and market performance for the purpose of assessing their own effectiveness as well as the performance of their subcontractors.

The Market Manager(s) shall direct the coordination of program efforts by employees and subcontractors with State, regional and national energy efforts.

The Market Manager(s) shall coordinate with the Utilities on energy efficiency programs implemented by the Utilities on their own behalf.

By the Contract Operational Date, the Market Manager(s) and the Program Coordinator shall develop a public and consumer information strategy to promote customer participation in and market awareness of the programs.

At a minimum, the strategy shall utilize the single point of contact provided by the Program Coordinator:

- (1) A toll-free phone number with prompts that mirror the website programs for tracking purposes;
- (2) A web page describing services available to customers;
- (3) Customer response and referral procedures; and
- (4) A coordinated program process for addressing and resolving customer complaints promptly.

Market Manager(s) shall develop plans for requiring customer fees for specialized services such as Home Performance with Energy Star where such fees would be reasonable and appropriate for the degree of services rendered.

3.0.3 GENERAL ADMINISTRATION

The Market Manager(s) shall each develop their own management and operational systems.

This includes:

- (1) General project management, including the preparation and submission of plans and reports to appropriate oversight entities.
- (2) Budgeting.
- (3) Financial Management.
- (4) Contract management.
- (5) Information technology system management and data collection.

3.0.3.1 MANAGEMENT PLAN

Approach to Services (Work Plan)

The Market Manager(s) shall prepare and submit a draft Work Plan within fifteen (15) business days following the kick-off meeting. The Market Manager(s) shall identify the approach, methods, and associated milestones necessary to complete each of the service tasks set out below in the Work Plan. The content of the Work Plan shall mirror the information provided in the bid proposal modified to reflect any adjustments discussed in the kick-off meeting.

In the Work Plan the Market Manager(s) shall describe its approach by task and deliverable.

The Market Manager(s) shall also describe its intent and method of collecting program data and delivering program information. The information collected will be used to better understand the opportunities for enhancing program performance. The costs of collecting and delivering program information must be included in the contract prices. The Market Manager(s), Program Coordinator and the BPU Contract Manager may discuss the development of the Work Plan during the weekly teleconferences or by mail, email, letter, face-to-face meeting, instant messaging or fax as mutually agreed upon.

The Work Plan shall include a schedule with milestones and times for deliverables.

The Work Plan shall also include the Transition Plan specified in [Section 3.0.1.](#), including the transition plan schedule with milestones and times for the delivery of deliverables. Once approved, the transition plan schedule shall be contractually binding and the Market Manager(s) must meet that schedule or seek formal approval from the BPU Contract Manager should the schedule need to be modified.

The Work Plan shall cover all aspects of the scope of work and shall include at a minimum:

- Program transition responsibilities
- General administration
- Management plans
- Budgeting
- Financial management
- Dispute resolution process
- Information technology, data collection, reporting
- Market manager system requirements
- Teleconferences
- Administration, marketing and implementation
- Program development, planning and budgeting
- Approach to adjustment of program specifications in response to evaluation results.

The Work Plan shall be submitted to the BPU Contract Manager for approval prior to the start of work. The BPU Contract Manager may approve the Work Plan, partially approve the Work Plan, or disapprove the Work Plan entirely. The Market Manager(s) is not authorized to and shall not perform work specified in the Work Plan that has not been approved by the BPU Contract Manager. The Market Manager(s) may proceed with work in the Work Plan that has been approved. The Market Manager(s) shall submit a revised Work Plan within five (5) days of any disapproval or need for modification.

After approval of the Work Plan, the Market Manager(s) must perform the work of this contract in accordance with the approved Work Plan. Any variances to the Work Plan shall be discussed with the BPU Contract Manager and shall be submitted in writing as a modification to the Work Plan to be approved by the BPU Contract Manager.

Annual Program Plan

The Market Manager(s) shall create an annual program plan by August 1st. This annual program plan shall be comparable in scope and content to the existing annual compliance filing and shall include, among other things, a timetable for the reports specified in this section. The Annual Program Plan must include the following:

1. A description of the program
2. Identification of the target market and of customer eligibility
3. A description of the program offerings and customer incentives
4. A description of the program delivery methods
5. A description of quality control provisions
6. Detailed budgets that include, at a minimum, a breakdown of costs by the following categories, as applicable
 - a. Administration
 - b. Incentives and grants
 - c. Training
 - d. Direct installation
 - e. Sales, marketing and promotions
 - f. Implementation contractors
7. Program goals including specific energy savings or renewable generation goals
8. Minimum requirements for program administration

This draft Annual Program Plan shall be submitted to the Program Coordinator for consolidation and approval of the OCE by August 1st. The Market Manager(s) shall revise and resubmit the final Annual Program Plan to the Program Coordinator within 10 Business days of receipt.

Examples of reports can be found at

<http://www.bpu.state.nj.us/cleanEnergy/Reports.shtml>

Deliverable: The Market Manager(s) shall deliver a draft(s) and a final approved Annual Program Plan.

3.0.3.2 BUDGETING

The Market Manager(s) shall develop, monitor and manage the overall budget for its operation. As part of the Work Plan, a detailed budget shall be developed and provided to the Program Coordinator for OCE approval.

Detailed budgets that include at a minimum a breakdown of costs by the following categories, as applicable

- a. Administration
- b. Incentives and grants
- c. Training
- d. Direct installation
- e. Sales, marketing and promotions
- f. Implementation contractors
- g. Information Technology ("IT") development and maintenance

The Market Manager(s) shall submit proposals for annual program budget allocations to the Program Coordinator in their Annual Program Plan by August 1st. The Market Manager(s) shall revise and resubmit the final Annual Program Plan and associated program budget to the Program Coordinator within 10 Business days of receipt. The Market Manager(s) shall include support for major spending changes, proposed treatment of unspent budget amounts and a revised annual budget for the following calendar year.

3.0.3.3 FINANCIAL MANAGEMENT RESPONSIBILITIES

The Market Manager(s) shall develop, implement and maintain the necessary budgeting, invoicing, expenditure approval, payroll and financial accounting systems to review, approve, and track budgets, invoices and payments to subcontractors, program implementers, employees and customers. Market Manager(s) shall maintain financial and accounting records consistent with Generally Accepted Accounting Principles (GAAP). The Market Manager(s) shall provide information and documentation required for annual independent audits, to be arranged by the Program Coordinator.

Consistent with the specific terms of its contract, the Market Manager(s) shall prepare and submit detailed documentation and invoices for administration, management and program costs to the Program Coordinator for review in order to receive payment. All invoicing data along with proper supporting documentation shall be kept by the Market Manager(s) for three (3) years and made available to the OCE and the Program Coordinator upon request.

The Market Manager(s) shall be responsible for delivering expenditure reports and requests for payments to the Program Coordinator for inclusion in the biweekly program payment request and monthly financial report.

3.0.3.4 CONTRACT MANAGEMENT

The Market Manager(s) shall solicit, hire and/or contract with all necessary staff and contractors to perform effectively the scope of services outlined in this RFP.

The Market Manager(s) shall maintain the administrative capability to manage these resources and ensure the completion of each task and sub-task effectively. The Market Manager(s) shall develop and implement procedures to assign, monitor, review and approve completed work, and to ensure subcontractors are compensated in a timely manner.

3.0.3.5 DISPUTE RESOLUTION PROCESS

The Market Manager(s) shall develop protocols to deal with complaints from customers and stakeholders, such as electric utilities, subcontractors and Trade Allies, concerning performance of its responsibilities. The Program Coordinator shall assist in the development of the protocols.

The Market Manager(s) shall participate fully, promptly and in good faith in dispute resolution processes.

3.0.3.6 INFORMATION TECHNOLOGY, DATA COLLECTION, REPORTING

The Market Manager(s) shall collect all data required using the present program intake forms in electronic format (see program forms available at: <http://www.njcleanenergy.com> and for forms not presently in electronic format, the *CoolAdvantage* form Appendix 3 and *WarmAdvantage* form Appendix 4 See: <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml> . In the future, the Board may request that the Market Manager(s) collect and maintain additional specific data elements for the purposes of reporting and evaluation.

a) Management of Customer-Specific and Competitively Sensitive Information

Each Market Manager shall use secure systems and processes that will provide appropriate protections in the collection, processing, storage and retrieval of information that is customer-specific or could provide an unfair competitive advantage to an entity delivering services outside of the energy programs approved by the Board for Market Manager implementation. The Market Manager(s) shall utilize the systems and provide the information to its employees, subcontractors, regulators, and the Utilities. Accordingly, the Market Manager(s) shall develop and maintain a process with clearly defined standards and safeguards to govern sharing, when appropriate, of that information with subcontractors, Program Coordinator, OCE staff and Utilities to ensure customer confidentiality is maintained.

b) Program Data Collection

The Market Manager(s) shall collect and electronically compile and store in a consistent format, data needed to monitor, assess and evaluate its program performance, report on its activities, and improve the design and delivery of the programs including:

- All data required by existing program intake and management forms, and for subsequent program evaluation.
- All data for new programs when instituted, that may be required for program management or for subsequent program evaluation.

c) Administrative and Financial Data

The Market Manager(s) should keep records of administrative and financial data consistent with the needs outlined in the scope of work section of this RFP and with GAAP as defined by both the Governmental Accounting Standards Board and the Financial Accounting Standards Board. This record-keeping task includes systems to track general project management, invoicing, payroll and subcontractor payments, and to produce the necessary reports for monitoring these duties.

d) Required Reports

The Market Manager(s) shall prepare and submit monthly, quarterly, and annual reports to the Program Coordinator.

In addition, in order to minimize the administrative burden on the Market Manager(s), the standard formats for each report shall be designed with the Program Coordinator and OCE so the reports build on each other and provide consistent information throughout the reports (e.g., financial comparisons shall have a similar format in the Monthly, Quarterly, and Annual Reports). Monthly reports shall be easily expanded into quarterly and annual reports through the addition of more comprehensive information. All reports, at a minimum, shall provide information consistent with current reports provided to the OCE.

The Market Manager(s) shall respond promptly and participate fully in the review of all Monthly, Quarterly and Annual Reports submitted to the Program Coordinator.

(1) Monthly Reports

The Market Manager(s) shall prepare and submit monthly reports to the Program Coordinator. The Program Coordinator shall prepare a compiled formal written report to be emailed to the BPU Contract Manager, members of the OCE, the BPU, and any other party as specified by the BPU Contract Manager. The BPU Contract Manager may cancel the Program Coordinator's delivery of a monthly report with at least two (2) days notice. Subsequently, the Program Coordinator may cancel the Market Manager's delivery of a monthly report with at least two (2) days notice.

During the transition period, the monthly reports may be sent to the Utilities for coordination purposes.

Monthly reports shall include at a minimum:

- (i) Actual administrative and program expenditures and commitments, compared to budgeted amounts.
- (ii) kWh savings estimates, participation rates and other performance metrics, compared to goals and targets.
- (iii) A brief explanation of any significant differences in these items.

Monthly reports shall also include numerical data that document progress toward achieving the overall targets and a brief discussion of the current status of movement toward the Program milestones and goals. Monthly reports are considered to be "weather reports" and target levels are expected to vary as a result of the cyclical nature of the industry.

The BPU Contract Manager will review and approve the monthly report or return the monthly report to the Market Manager(s) for revision. The Market Manager(s) shall revise the monthly report as required and resubmit it within three (3) business days.

(2) Quarterly Reports

The Market Manager(s) shall prepare and submit quarterly reports to the Program Coordinator. If the BPU Contract Manager approves the quarterly report, the BPU Contract Manager will forward the report to the Board, the Trust Fund, the Office of Clean Energy and the Clean Energy Council.

Quarterly reports shall build upon the monthly reports and shall include the same information as the monthly reports, compiled for the quarter and for quarters to date for the year and shall include at a minimum:

- (i) Actual expenditures and commitments for administration and activities by program compared to quarterly budgets;
- (ii) Status of programs and progress toward achieving savings targets, milestones, and other agreed-upon indicators of program performance;
- (iii) Any proposed or actual changes to program scope, designs and/or implementation; and
- (iv) Other information as OCE may require.

The BPU Contract Manager will review and approve the quarterly report or return the quarterly report to the Market Manager(s) for revision. The Market Manager(s) shall revise the quarterly report as required and resubmit it within three (3) business days.

(3) Annual Reports

The Market Manager(s) shall prepare and submit annual reports to the Program Coordinator.

Annual reports shall include:

- (i) Actual expenditures and commitments for administration and activities by program compared to annual budgets;
- (ii) Status of programs and progress toward achieving savings targets, milestones, and other agreed-upon indicators of program performance;
- (iii) Any proposed or actual changes to program scope, design and/or implementation;
- (iv) The methods and results of the Market Manager's tracking and monitoring activities; and

(v) Other information the OCE or the Board may require.

The BPU Contract Manager will review and approve the annual report or return the report to the Market Manager(s) for revision. The Market Manager(s) shall revise the annual report as required and resubmit it within three (3) business days.

f) Information Requests

The Market Manager(s) shall respond to any information requests regarding program budgets, expenditures, savings, and performance activities submitted by the OCE, the Trust Fund, and to reasonable requests from any member of the Clean Energy Council in a timely and complete manner. The Market Manager(s) shall deliver ad hoc reports, letters, documents, program information requests and other filings as required by the BPU to the BPU Contract Manager and others as specified above. The Market Manager(s) shall agree upon the content of the deliverable with the BPU Contract Manager who shall approve it or shall return it to the Program Coordinator for revision. The Market Manager(s) shall revise as required and resubmit it within three (3) business days.

3.0.3.7 MONTHLY PROGRAM MEETINGS

The Market Manager(s) shall participate in monthly meetings that are coordinated by the Program Coordinator with the Utilities and OCE. It is anticipated that the Utilities will participate during the transition and may participate at the invitation of the BPU Contract Manager after transition. Monthly program meetings will cover at a minimum: contract issues, marketing, promotions and communications guidelines, transition, program reporting, regulatory issues, program updates and any other issue considered relevant to the BPU Contract Manager, the Program Coordinator and the Market Manager(s).

3.0.3.8 AD HOC MEETINGS

At any time during the course of this contract the Market Manager(s) shall attend meetings at the BPU in either Trenton or Newark as required. These may be informal meetings or formal presentations to the BPU staff, the Board or members of the public. The Market Manager(s) shall provide any status reports, deliverables or other material needed for any meeting.

3.0.3.9 WEEKLY TELECONFERENCES

Market Manager(s) shall participate in weekly teleconferences held by the Program Coordinator with the BPU for the duration of the contract. The purpose of the teleconference is for the Program Coordinator and Market Manager(s) to update the BPU Contract Manager on the progress of work. This weekly update shall also provide the weekly website traffic data collected by the Program Coordinator. Teleconferences or weekly updates, may be held by phone, or may be delivered by instant messaging or any other method that is mutually agreeable to the Program Coordinator and the BPU Contract Manager. The Program Coordinator shall summarize the teleconference with an email to the BPU Contract Manager and any other party so designated by the BPU Contract Manager. The BPU Contract Manager may expand the teleconference to include the OCE or third parties.

3.0.4 PROGRAM DEVELOPMENT, PLANNING, DATA COLLECTION AND SUPPORT

1. Program Changes

The Market Manager(s), in conjunction with the Program Coordinator, shall lead and facilitate the development and revision of programs and program budgets in a coordinated process with the OCE, CEEEP and CEC. These changes may be in reaction to program adjustments proposed by CEEEP. The Market Manager(s) shall review the programs and their effectiveness for the purpose of improving and modifying program designs on a periodic basis. The Market Manager(s) shall assist CEEEP with the development of energy savings or generation measurement protocols. The Market Manager(s) may recommend the discontinuation or modification of existing programs or may propose new programs. Recommendations should include input from entities such as subcontractor implementers, market participants and CEEEP. The BPU Contract Manager may approve "no cost" changes directly, may deny the implementation of changes or may present the proposed changes, consistent with the Approved Policies and Procedures for the NJCEP fund ([see Appendix 10](#) (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>)), to the Board. If suggested changes, modifications or new programs and budget are approved by the Board, such changes shall also be processed and approved by the Director in the form of approved contract amendments. The Market Manager(s) shall be responsible for implementing approved new and modified programs. If the BPU Contract Manager determines that there is a need

to present new programs and program redesigns to the BPU for approval, the affected Market Manager(s) shall assist the BPU Contract Manager in preparing any reports, documentation and presentation materials needed for any meeting with the Board. The Market Managers shall document changes to programs in the Annual Work Plan.

2. Market Assessment and Characterization Activities

The Market Manager(s) shall collect, compile and assess information on the characteristics and current status of markets affected by existing programs and information on markets that are potential targets of new programs. This may include information on changes or expected changes in markets, technology and program design and management strategies to increase energy efficiency and renewable energy generation. Information collected may also be used to measure energy savings or the potential for energy savings. The Market Manager(s) shall use this information along with the information obtained through CEEEP's evaluation work and other relevant outside evaluations/information to adjust its objectives, assess its performance, and recommend changes to programs. This information shall provide the basis for improving and redesigning programs, and proposing new programs for Board approval. The Market Manager(s) shall coordinate its information collection activities through the Program Coordinator, the BPU Contract Manager and with OCE information needs.

The Market Manager's responsibilities with respect to collecting information related to market transformation effects will be limited to data about its efforts (for example, the Market Manager(s) shall collect information about its installations, but it will not be responsible for collecting information about awareness of new energy efficient technologies among New Jersey residents).

3. Coordination of Program Data Collection Activities

The Market Manager(s) shall coordinate, manage and secure required program data from subcontractors, distribution utilities, and other appropriate entities. The Market Manager(s) shall ensure that data definitions, formats, collection, processing, storage and retrieval procedures used by it and any subcontractors or agents are consistent with the requirements of this RFP and result in an integrated, easily accessible and consistent set of data for all programs.

4. Support for Resource Planning and Program Evaluation Activities

The Market Manager(s) shall provide the data and information necessary to support the OCE's resource planning and evaluation activities. In particular, the data shall support the OCE's evaluation of Market Manager(s) performance, market conditions and market potential. These evaluation activities are primarily the responsibility of the OCE.

5. Support for General Information Requirements

The Market Manager(s) shall cooperate actively in the identification and prioritization of information needs, the exchange of information, and the timing of work products with the Program Coordinator, OCE staff and other entities as necessary to effect strategic planning, multi-year program planning and budgeting, market assessment, and program evaluation.

3.0.5 PERFORMANCE INCENTIVE

The Market Manager(s) will earn performance incentives when they exceed program performance indicators that are defined in Appendix 5 (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>). The Market Manager(s) shall submit annual claims for Performance Awards, according to the schedule and Board approved (Docket No EO04080894 December 23, 2004) measurement and verification protocols.

Performance incentives will be available to Market Manager(s) that have completed at a minimum:

1. All items in the Appendix 5 table, in the column labeled PREREQUISITE that are identified as required for their programs, and
2. Eighty percent (80%) of quantified 2006 goals.

If a Market Manager achieves required prerequisite levels for the relevant program areas, that Market Manager will receive a Performance Incentive for each program area, based on the percentage of achievement.

- For one hundred to one hundred-nineteen percent (100% -119%) of the numerical goal, the award will be sixty percent (60%) of the Performance Incentive listed under the \$INCENTIVE column,
- For one hundred-twenty to one hundred thirty-nine percent (120%-139%) of the numerical goal, the award will be eighty percent (80%) of the Performance Incentive listed under the \$INCENTIVE column, and
- For one hundred forty percent (140%) or greater of the numerical goal, the award will be one-hundred percent (100%) of that Performance Incentive listed under the \$INCENTIVE column.

Two aspects of performance may be rewarded:

1. Energy savings and generated energy for sixty-seven percent (67%) of the total, and
2. Programmatic achievements for thirty-three percent (33%) of the total.

Although these two aspects are rewarded separately, note that the accomplishments are complementary.

3.1 COMMON DELIVERABLES

The Market Manager(s) shall provide the following common deliverables in addition to the program specific deliverables requested in Sections 3.2, 3.3 and 3.4.

- Participate in monthly meetings as specified in [Section 3.0.3.8](#)
- Submit a Project and Work Plan as specified in [Section 3.0.3.1](#)
- Submit an annual preliminary and OCE approved final program budget as specified in [Section 3.0.3.2](#)
- Prepare and maintain a program procedures manual that provides procedures and work flows for each sub-program. Revised program procedures shall be submitted each year with the Annual Program Plan.
- Provide all draft and final program marketing plans and activities to the Program Coordinator for OCE approval with the Annual Program Plan. The Market Manager(s) contractors must develop program specific builder, public and consumer education and information marketing strategies to promote direct customer participation.
- Implement the OCE approved Program Coordinator information management system plan detailing the system parameters and specifications of the proposed information management system by the Contract Operational Date.
- Develop and deliver a draft and final Program Marketing Plan containing public and consumer education and information marketing strategies to the Program Coordinator for OCE approval. The plan shall be developed annually for inclusion in the NJCEP Annual Program Plan.
- Develop and maintain a manual with detailed information systems documentation, explicit descriptions of the information system hardware and software utilized and a data model for each file. Additionally, the Market Manager(s) shall develop a basic user's manual that is written in non-technical language that can be used by a third party to operate the system. These documents must be made available to the Program Coordinator and BPU Contract Manager upon request.
- Additionally, the Market Manager(s) shall deliver the common services and materials outlined in [Sections 3.1.1 through 3.1.3](#).

3.1.1 WEBSITE

The Market Manager shall utilize an OCE-approved website hosting and web master capability that is to be selected, contracted or developed and maintained by the Program Coordinator. This capability will be utilized by the Market Manager(s) to host their OCE-approved website. At a minimum, the website shall be comparable to the current program website and capable of facilitating the website program marketing requirements. The selected Web Hosting and Web Master Service's subcontractor information and access description, capabilities and milestones shall be included in the Program Coordinator's Transition Plan and will be made available to the Market Manager after contract award

Note: BPU OCE will oversee all marketing for the three (3) market sectors. OCE will provide generic "branding" and policy direction to the programs. Specific Program Marketing shall be provided by each individual Market Manager.

The BPU Contract Manager shall review and approve the website plan or shall return the plan to the Market Manager for revision. The Market Manager shall revise the plan and resubmit it within three (3) business days.

Deliverable: The Market Manager shall deliver a draft and final plan detailing the Program website plan.

Deliverable: The Market Manager shall provide an OCE approved website by the end of the transition period.

3.1.2 FINANCIAL PROCESS OVERVIEW

3.1.2.1 OVERVIEW OF THE FINANCIAL PROCESS

1. Department of the Treasury, Treasury Administration (TA) and the Office of Management and Budget (OMB) are responsible for managing the Trust Fund and issuing payments from it to the Program Coordinator and Market

Manager(s) for administrative expenses, rebates and incentive subsidies. The authorization to issue payments shall come from the OCE.

2. The OCE will authorize payment to the Market Manager(s) based on the recommendation and documentation provided by the Program Coordinator.
3. For administrative expenses, the Program Coordinator shall collect the expenditure reports and request for payment from the three (3) Market Manager(s), on a monthly basis determine the appropriate amount of payment that should be made to each of the Market Manager(s) and issue a recommendation for payment to the OCE.
4. For rebate and incentive payments to approved applicants, every two weeks, the Market Manager(s) shall submit to the Program Coordinator documentation for which the program is seeking funding for payment, and rebates anticipated to be received in the upcoming two (2) week period.

The Program Coordinator shall be responsible for developing the procedures to collect, review, and submit for approval all requests for payment from the programs.

Consistent with the specific terms of their contracts, the Market Manager(s) shall be responsible for preparing and submitting the detailed documentation and invoices for administrative, management and program costs to the Program Coordinator for review in order to receive payment. All invoicing data, along with proper supporting documentation, shall be kept by the Market Manager(s) and made available to the OCE and the Program Coordinator upon request.

The FA will be responsible for keeping accurate accounts of transactions, tracking funding for Market Manager(s), and ensuring that proper requests for payment are submitted. The FA will report directly to the BPU Contract Manager and will provide monthly and annual financial statements and accounting reports.

The New Jersey Clean Energy Program Trust Fund (NJCEP Trust Fund) holds the New Jersey's Clean Energy Program funds which are derived from the Societal Benefits Charge (SBC) imposed on State ratepayers and collected by the Utilities. The NJCE Trust Fund uses those funds to pay for New Jersey's Clean Energy Program expenses.

The Program Coordinator shall coordinate program financial issues related to the operations of the programs. The OCE has developed the specific forms and required documentation to implement the policies and procedures approved by the Board and Treasury.

The Market Manager(s) shall deliver expenditure reports and requests for payments to the Program Coordinator for inclusion in the monthly program payment request and monthly financial report.

Financial Management - Utilities and OCE-Managed Programs

Until the completion of the transition, the Utilities will manage the Residential and C&I energy saving programs. The Utilities calculate their expenses including incentives issued to eligible participants every month. The Utilities report the rebates, incentives and administrative expenses to the OCE and FA. The Program Coordinator will receive this information during the transition period and will distribute it to the Market Manager(s).

OCE currently manages the Renewable Energy Savings Program, subcontracting some of the field work and inspections. Renewable Energy Savings Program expenses are paid directly to individual rebate and subsidy recipients. The FA issues payments to those recipients and the Program subcontractors. The rebate or subsidy itself is not paid until after construction is completed and inspected. The Program Coordinator shall collect and coordinate the records of these transactions and share them with the Renewable Energy Market Manager during transition.

Financial Management – Program Coordinator

Upon completion of the transition, the OCE and the Utilities will no longer be administering the financial operations of the Clean Energy Programs with the exception of the Low Income Comfort Partners program, which will continue to be managed by the utilities. SBC funds collected by the utilities will continue to flow to the NJCE Trust Fund.

The Market Manager(s) shall submit biweekly requests for rebates and incentives and the monthly request for payment for administrative expenses to the Program Coordinator and for inclusion in the financial report.

The Program Coordinator shall review the biweekly requests for rebates and incentives and the monthly request for payment for administrative expenses from each Market Manager and make a recommendation to the OCE for payment. The OCE will approve/disapprove the payment requests. If approved, the OCE shall send the approved requests for payment to the Trust Fund. The Trust fund will review the payment request and send payments directly to the Program Coordinator and Market Manager(s). As early as possible after award of this contract, the Program Coordinator and Market Manager(s) shall meet with the managers of the Clean Energy Trust Fund and arrange the wire transfer or direct deposit needed to send money from the Trust Fund to the contractors. .

The Program Coordinator shall provide the BPU Contract Manager with a financial report, on a monthly basis, that includes a detailed listing of the requests and payments from the Trust Fund.

Deliverable: The Market Manager shall deliver monthly financial expenditures reports and all requests for payment.

3.1.3 PROGRAM ADVERTISING AND MARKETING IMPLEMENTATION

3.1.3.1 MARKETING

The Market Manager(s) shall each be responsible for developing program specific public and consumer information strategies to promote direct customer participation. Marketing Plans shall be developed annually for inclusion in the NJCEP Program Plan. While the Program Coordinator will coordinate OCE approval of all program advertising and marketing, the Program Coordinator shall not be performing advertising and marketing of programs.

Marketing projects include any marketing communications, implementation, customer outreach services and training performed by the Market Manager(s), their subcontractors or individually contracted service providers. These services include, at a minimum:

- Providing and processing program applications with technical review;
- Telemarketing programs;
- Fielding customer telephone calls and resolving disputes;
- Processing incentive payments and resolving disputes;
- Developing quality assurance processes;
- Providing sales and maintenance / technical training; and
- Participating-in and sponsor program / industry seminars and trade shows

The OCE, with the assistance of the Program Coordinator, will oversee all marketing projects for the three (3) clean energy programs. OCE will provide generic "branding" and policy directions to the programs. Specific program marketing projects shall be provided by each individual Market Manager. Market Manager(s) may choose to either subcontract for marketing services; individually contract for marketing services; or provide the marketing services with in-house expertise. The Program Coordinator will facilitate OCE approval of all program advertising and marketing projects and contracts.

Currently, the utilities-managed programs have separate contracts and budgets to 'market' the programs (e.g. Energy Star; SmartStart, Low Income Comfort Partners). Those utilities-managed contracts are for approved 2005 projects and will end upon completion of the 60 day transition period noted in the MOA ([see Appendix 2 http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml](http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml)) - The Low Income Comfort Partners program will continue to be managed by the Utilities until a determination has been made by OCE for its future management). Completion of in-progress or unfinished, marketing projects shall be addressed by each Market Manager's transition plan. While the individual Market Manager(s) will not utilize the advertising contract referenced below, it shall coordinate through the Program Coordinator with OCE to ensure consistent messaging and branding.

The Program Coordinator shall coordinate all program marketing plans, meetings and activities with the OCE. The Market Manager(s) shall each be responsible for developing program specific public and consumer information strategies to promote direct customer participation. Marketing plans shall be developed annually for inclusion in the NJCEP Program Plan.

3.1.3.2 ADVERTISING

The advertising and public relations goals of the NJCEP are to:

1. Increase public awareness and recognition of NJCEP and the financial assistance and benefits available to all New Jersey ratepayers through this program;

2. Increase the number of people visiting the NJCEP website each month to obtain information about the program, special promotions and new offerings; and
3. Increase public participation in NJCEP's programs.

The OCE has engaged an advertising contractor through a separately awarded contract. That contractor will be responsible for planning, designing, executing and administering OCE's umbrella advertising and public relations campaigns by providing creative expertise, account services and production services to brand the New Jersey Clean Energy Program (NJCEP).

The OCE administers the NJCEP umbrella advertising program. Specific marketing and advertising activities for the Renewable Energy Program and Energy Efficiency Programs are not included under that advertising contract. That contract is specifically for the support of the NJCEP umbrella advertising program whose audience is the general public with emphasis on residential customers and whose mission is to brand the NJCEP. While the advertising contractor is not responsible for marketing or promoting individual energy efficiency or renewable energy programs but may coordinate its campaigns with individual programs to strengthen media and public outreach.

The Market Manager(s) shall obtain written confirmation of OCE approval for all program contracted advertising and marketing services from the Program Coordinator.

The Market Manager(s) shall provide the common deliverables detailed above in addition to the program specific deliverables requested in Sections 3.2., 3.3. and 3.4, below.

3.2 RESIDENTIAL MARKET MANAGER - ACTIVITIES SPECIFIC TO THE RESIDENTIAL PROGRAMS

The Residential Market Manager contractor(s) shall perform all the services and provide all the deliverables specified in Sections 3.0, 3.1 and 3.2

The Residential Market Manager shall transition the management of the existing NJ Clean Energy Residential Programs currently managed by the Utilities.

The Residential Market Manager shall manage all administrative, operational and marketing aspects of the program under the contract coordination of the Program Coordinator and at the direction and approval of the OCE.

More specifically, responsibilities include any program specific marketing communications, implementation, customer outreach services and training performed by the Residential Market Manager, its subcontractors, or individually contracted service providers. These services include, at a minimum: providing and processing program applications with technical review; telemarketing programs; fielding customer telephone calls and resolving disputes; processing incentive payments and resolving disputes; developing quality assurance processes; providing sales and maintenance / technical training and participation in program / industry regional and national organizations that can provide programs leverage, and seminars and trade shows.

3.2.1 RESIDENTIAL GAS & ELECTRIC HVAC PROGRAM

By the Contract Operational Date, the Residential Market Manager shall provide, at a minimum, the following services and/or deliverables in reference to the Residential Gas & Electric HVAC Program:

- Where necessary, modify, update and/or create and distribute Residential Gas & Electric HVAC Program rebate application forms that include program qualifications, instructions for customers/contractors to complete the form, terms and conditions, contractor requirements and guidelines;
- Ensure that the NJCEP website describes the program accurately and is promptly updated with program changes
- Receive and process rebate applications. Processing shall include:
 - Application receipt and time stamping
 - Input of initial data into the data tracking system
 - Preliminary eligibility review for application completeness
 - Technical review for completeness
 - Update of data in the tracking system
 - Technical review of completed application for technical accuracy
 - Completed application input into data system for approval and payment
 - Where installation requirements must be met and attested to, checking to ensure that the installer has certified that requirements have been met.

- Providing a process to hold and resolve disputed pending applications
- Issue customer letters for rejected applications
- File and store applications, forms and paper records for three (3) years
- Propose a methodology, to be approved by OCE, to receive Residential Gas and Electric HVAC Program payments;
- Mail Residential Gas & Electric HVAC Program rebate payment checks with an OCE approved NJCEP logo.
- Provide quality assurance processes to ensure proper Residential Gas & Electric HVAC Program rebate applications processing in accordance with Program criteria;
- Perform Residential Gas & Electric HVAC Program quality assurance inspections;
- Provide Residential Gas & Electric HVAC Program technical program training for contractors and retailers; and
- Participate in and sponsor appropriate Residential Gas & Electric HVAC Program industry seminars and trade shows.

A sample Program Work Flow Chart can be found in Appendix 6
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

For Program descriptions for 2005 programs, See Appendix 1
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

3.2.2 RESIDENTIAL NEW CONSTRUCTION (NEW JERSEY ENERGY STAR® HOMES PROGRAM)

The Residential Market Manager shall provide the following deliverables in reference to the Residential New Construction (New Jersey Energy Star® Homes Program) by the contract operation date:

- Where necessary modify, update and/or create and distribute the New Jersey ENERGY STAR® Homes Program marketing package for home builders. The package shall include sections and information that contain a program incentives summary, builder guidelines, mechanical systems guidelines, installation requirements and guidelines and a specification submittal form;
- Ensure that the NJCEP website describes the program accurately and is promptly updated with program changes
- Fulfill requests for New Jersey ENERGY STAR® Homes Program marketing packages on line and via telephone;
- Receive and process New Jersey ENERGY STAR® Homes Program specification submittal forms and blueprints/plans and builder signed acknowledgement letter. Processing shall include:
 - Document receipt and time stamping
 - Input initial data into the data tracking system
 - Review of application for completeness and preliminary eligibility
 - Technical review of builder's plan for REM rating (energy analysis) and completeness
 - Plan approval and verbal/written notification to builder
 - Update of the tracking system
 - Track inspection and re-inspections
 - Calculate incentive and any extra inspection charges after final approval inspection
 - Input final data into data system
 - Process for approval and payment
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Mail New Jersey ENERGY STAR® Homes Program incentive payments with an OCE approved NJCEP logo.;
- Propose a methodology to be approved by OCE to receive New Jersey ENERGY STAR® Homes Program payments;
- Provide quality assurance processes to ensure proper New Jersey ENERGY STAR® Homes Program incentive applications processing;
- Provide New Jersey ENERGY STAR® Homes Program inspection services;
- Provide a New Jersey ENERGY STAR® Homes Program quality assurance program;
- Provide New Jersey ENERGY STAR® Homes Program technical program training for builders and inspectors;
- Participate in and sponsor appropriate program industry seminars and trade shows;
- Participate in updates of ENERGY STAR® Homes Program criteria and include special New Jersey program criteria where deemed appropriate;

- Participate in and maintain contact with the national ENERGY STAR® Homes Program through participation in conference calls and attendance at national meetings, and other national and regional efforts affecting this program; and
- Coordinate efforts with the Department of Community Affairs (DCA), the New Jersey Green Homes Office and DCA Codes office.

The New Jersey ENERGY STAR® Homes Program has the long-term goal of transforming the market to one in which all new homes are built at least as efficiently as the current EPA ENERGY STAR® homes standard. The program provides incentives to builders to construct homes to program standards.

A sample Program Work Flow Chart can be found in Appendix 7
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

For Program descriptions for 2005 programs, See Appendix 1
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

3.2.3 RESIDENTIAL ENERGY STAR® PRODUCTS

The Residential Market Manager shall facilitate operation of this program by reviewing the annual national ENERGY STAR Products program plans and leveraging the national campaign to the extent possible. Basic program maintenance activities (providing and maintaining Point-of-Purchase (POP) displays and training to participating retailers) remain in place each year. Variable seasonal limited promotions that support the national plan and evolving program priorities are initiated each year (e.g. products and product emphasis like dedicated sales training sessions for window retailers, new standards).

The 2005 program goal is to recruit new retailers and maintain participation from existing retailers. The program is to confirm a fifteen percent (15%) actual participation rate.

By the Contract Operation Date, the Residential Market Manager shall provide the following deliverables in reference to the Residential ENERGY STAR® PRODUCTS program:

- Where necessary, modify, update and/or create, and distribute the New Jersey ENERGY STAR® Products Program marketing package to interested consumers. The package shall include sections and information that contain the program description, products covered by the program and contact information;
- Receive and process rebate applications. Processing shall include:
 - Document receipt and time stamping
 - Input initial data into the data tracking system
 - Review of application for completeness and preliminary eligibility
 - Input final data into the data tracking system
 - Process rebate request for approval and payment
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Propose and execute a methodology to be approved by OCE to receive New Jersey ENERGY STAR® Products Program payments;
- Mail New Jersey ENERGY STAR® Products Program incentive payments with a OCE approved NJCEP logo ;
- Provide quality assurance processes to ensure proper New Jersey ENERGY STAR® Products Program incentive applications processing;
- Develop the Annual NJ ENERGY STAR® Products Program Plan and preliminary promotion (Promo) plan;.
- Provide basic New Jersey ENERGY STAR® Products Program marketing services that include enrolling new and maintaining existing relationships with participating retailers. Provide participating retailers with ENERGY STAR® Products Point-of-Purchase (POP) materials, sales training, and process training as appropriate;
- Provide the New Jersey ENERGY STAR® Products Program online Home Energy Analyzer and maintain and process electronic online audit applications;
- Mail New Jersey ENERGY STAR® Products Program paper audit applications;
- Develop New Jersey ENERGY STAR® Products Program marketing and promotional plans and materials for each new special or seasonal initiative coordinating with the national ENERGY STAR® Products Administration.
- Participate in and sponsor appropriate Residential Energy Star Product seminars and trade shows.

A sample Program Work Flow Chart can be found in [Appendix 8](http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml)
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

For Program descriptions for 2005 programs, [See Appendix 1](http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml)
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

The Residential Market Manager shall initiate operation of a Home Performance with Energy Star program. It may engage a contractor or otherwise build upon the pilot program funded by USDOE and the larger follow-on program funded under NJCEP in 2005. The Residential Market Manager shall review the national Home Performance with Energy Star program and NYSEERDA's program plans, and develop a NJ Home Performance with Energy Star program.

The Residential Market Manager shall provide the following deliverables in reference to a NJ Home Performance with ENERGY STAR® program within ninety (90) days after the Contract Operational Date:

- Where necessary modify and/or create and update and distribute the New Jersey ENERGY STAR® Products Program marketing package to interested consumers.
- Promote the program as appropriate to new customers, provide program description and contact information;.
- Receive and process rebate applications. Processing shall include:
 - Document receipt and time stamping
 - Input of initial data into the data tracking system
 - Review of application for completeness and Preliminary eligibility
 - Input final data into the data tracking system
 - Process rebate request for approval and payment
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Propose and execute a methodology to provide all the services of a Home Performance Program
- Develop a proposal to have customers reasonably share the program costs.
- Provide quality assurance processes for the NJ Home Performance with Energy Star
- Provide the New Jersey online Home Energy Analyzer and maintain and process electronic online audit applications; Provide support as necessary
- Mail New Jersey Home Energy Analyzer paper audit applications and provide customer support as needed.
- Develop New Jersey Home Energy Analyzer marketing and promotional plans and materials.
- By contract expiration, review, evaluate and revise as necessary and contract for the Home Energy Analyzer continuation

3.3 COMMERCIAL AND INDUSTRIAL (C&I) MARKET MANAGER - ACTIVITIES SPECIFIC TO THE (C&I) PROGRAMS

The Commercial & Industrial Market Manager shall perform all the services and provide all the deliverables specified in Sections 3.0, 3.1 and 3.3.

The Commercial and Industrial Market Manager shall transition the management of the existing NJ Clean Energy Commercial and Industrial Programs currently managed by the utilities.

The Commercial and Industrial Market Manager shall manage all administrative, operational and marketing aspects of the program under the coordination of the Program Coordinator and at the direction and approval of the OCE.

More specifically the responsibilities include any marketing communications, implementation, customer outreach services and training performed by the Commercial and Industrial Market Manager, their subcontractors, or individually contracted service providers. These services include, at a minimum,

- Providing and processing program applications with technical review;
- Telemarketing programs;
- Fielding customer telephone calls and resolving disputes;
- Processing incentive payments and resolving disputes;
- Developing quality assurance processes; and
- Providing sales and maintenance / technical training and participation in program / industry regional and national organizations that can provide programs leverage and seminars and trade shows.

A sample Program Work Flow Chart can be found in [Appendix 9](http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml)
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

For Program descriptions for 2005 programs, See Appendix 1
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

3.3.1 COMMERCIAL AND INDUSTRIAL NEW CONSTRUCTION ENERGY EFFICIENCY PROGRAM

The Commercial and Industrial Market Manager shall provide the following deliverables in reference to the Commercial and Industrial New Construction Energy Efficiency Program by the contract operation date:

- Where necessary modify, update or create program design support and agreement forms and distribute program registration and incentive application forms. The forms shall include sections that contain customer information, project location, program qualifications, instructions for customers/contractors to complete the form, terms and conditions, contractor requirements and guidelines. Applications shall contain the following products and technologies: Electric Chillers, Gas Cooling, Electric Unitary HVAC, Ground Source Heat Pump, Gas Heating, Variable Frequency Drives, Gas Water Heaters, Premium Motors, Prescriptive Lighting, LED Traffic Signal Lamps, Lighting Controls, Performance Lighting, Custom Electric Equipment, and Custom Gas Equipment;
- Create program design support agreement forms to be reviewed, processed and implemented. The forms shall include sections that contain a basic explanation of the agreement, terms for design analysis work, payment information of the design incentives and a cancellation policy;
- Receive and process registration forms, design support agreements and rebate and incentive applications; Processing shall include:
 - Application receipt and time stamping
 - Input into the data tracking system
 - Preliminary eligibility review for application completeness
 - Technical review for completeness
 - Update of the data in the tracking system
 - Technical review of completed application for technical accuracy
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Propose a methodology, to be approved by OCE, to receive C&I Program payments;
- Mail rebate and incentive payments. Payment checks must have an OCE approved NJCEP logo.
- Implement quality assurance processes to ensure proper C&I Program rebate applications processing;
- Perform C&I program quality assurance inspections;
- Provide technical assistance and oversight to help customers evaluate energy efficiency options, utilize program offerings and services and effectively use performance-contracted services. In addition, energy code technical support shall be provided to assist customer and trade ally understanding of the requirements of the State's new commercial energy code;
- Provide technical analysis of custom measure applications for appropriateness to the project and effectiveness;
- Provide analysis on custom applications of innovative combinations of existing technology;
- Provide technical program training and certification in energy efficient building operation and maintenance; and
- Participate in and sponsor appropriate C&I industry seminars and trade shows.

For Program descriptions for 2005 programs, See Appendix 1
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

3.3.2 COMMERCIAL AND INDUSTRIAL EXISTING BUILDING RETROFIT ENERGY EFFICIENCY PROGRAM

The Commercial and Industrial Market Manager shall provide the following deliverables in reference to the Commercial and Industrial Existing Building Retrofit Energy Efficiency Program by the contract operation date:

- Where necessary, modify, update or create program design support and agreement forms and distribute program registration and incentive application forms. The forms shall include sections that contain customer information, project location, program qualifications, instructions for customers/contractors to complete the form, terms and conditions, contractor requirements and guidelines. Create program design support agreement forms to be reviewed, processed and implemented. The forms shall include sections that contain a basic explanation of the agreement, terms for design analysis work, payment information of the design incentives and a cancellation policy;
- Receive and process registration forms, design support agreements and rebate and incentive applications; Processing shall include:

- Application receipt and time stamping
- Input into the data tracking system
- Preliminary eligibility review for application completeness
- Technical review for completeness
- Update of the data in the tracking system
- Technical review of completed application for technical accuracy
- Provide a process to hold and resolve disputed pending applications
- Issue customer letters for rejected applications
- File and store applications, forms and paper records for three (3) years.
- Propose a methodology to be approved by OCE to receive C&I Program payments;.
- Mail rebate and incentive payments. Payment checks must have an OCE approved NJCEP logo.
- Implement quality assurance processes to ensure proper C&I Program rebate applications processing;
- Perform C&I program quality assurance inspections;
- Provide technical assistance and oversight to help customers evaluate energy efficiency options, utilize program offerings and services and effectively use performance-contracted services. In addition, energy code technical support shall be provided to assist customer and trade ally understanding of the requirements of the state's new commercial energy code;
- Provide technical analysis of custom measure applications for appropriateness to the project and effectiveness;
- Provide analysis on custom applications of innovative combinations of existing technology;
- Provide technical program training and certification in energy efficient Building Operation and Maintenance; and
- Participate in and sponsor appropriate C&I industry seminars and trade shows.

For Program descriptions for 2005 programs, See Appendix 1
<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>

3.3.3 COMMERCIAL AND INDUSTRIAL SCHOOLS CONSTRUCTION ENERGY EFFICIENCY PROGRAM

The Commercial and Industrial Market Manager shall provide the following deliverables in reference to the Commercial and Industrial Schools Construction Energy Efficiency Program by the contract operation date:

- Where necessary modify, update or create and distribute program registration and incentive application forms. The forms shall include information and sections that contain:
 - Customer information
 - Project location information
 - Program qualifications
 - Instructions for customers/contractor to complete the form
 - Terms and conditions
 - Contractor requirements and guidelines
- Receive and process registration forms, design support agreements and rebate and incentive applications; Processing shall include:
 - Application receipt and time stamping
 - Input into the data tracking system
 - Preliminary eligibility review for application completeness
 - Technical review for completeness
 - Update of the data in the tracking system
 - Technical review of completed application for technical accuracy
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Where necessary, modify, update or create program design support and agreement forms to be reviewed, processed and implemented. The forms shall include sections and information that contain a basic explanation of the agreement, terms for design analysis work, payment information of the design incentives and cancellation policy;
- Provide technical analysis of custom measure applications for appropriateness to the project and effectiveness;
- Provide analysis on custom applications of innovative combinations of existing technology.
- Participate in and sponsor appropriate school construction seminars and trade shows.

3.3.4 COMMERCIAL AND INDUSTRIAL COMBINED HEAT & POWER PROGRAM

The Commercial & Industrial Market Manager shall provide the following deliverables in reference to the Commercial & Industrial Combined Heat & Power Energy Efficiency Program by the contract operation date:

- Where necessary, modify, update or create program registration and incentive application forms to be processed and implemented. The forms shall include sections and information that include:
 - Customer information
 - Project location
 - Program qualifications
 - Completion instructions for customers and contractors
 - Terms and conditions
 - Contractor requirements and guidelines.
- Receive and process registration forms, design support agreements and rebate and incentive applications; Processing shall include:
 - Application receipt and time stamping
 - Input into the data tracking system
 - Preliminary eligibility review for application completeness
 - Technical review for completeness
 - Update of the data in the tracking system
 - Technical review of completed application for technical accuracy
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Where necessary modify, update or create and distribute program registration, pre-installation and incentive application forms. The forms shall include sections and information that contain customer and installer information, project location information, program qualifications, instructions for customers/contractor to complete the form with specific technical worksheets, terms and conditions, contractor requirements and guidelines;
- The Commercial and Industrial Market Manager shall create program design support agreements forms to be reviewed, processed and implemented. The forms will include sections and information that include, at a minimum, a basic explanation of the work, payment information of the design incentives and cancellation policy;

3.4 RENEWABLE ENERGY MARKET MANAGER - ACTIVITIES SPECIFIC TO THE RENEWABLE ENERGY PROGRAMS

The Renewable Energy Market Manager contractor(s) shall perform all the services and provide all the deliverables specified in Sections 3.0, 3.1 and 3.4.

The Renewable Energy (RE) Market Manager shall work with OCE and the Program Coordinator to carry out and complete the transition of Renewable Energy Programs to its management. At the end of the thirty (30) day program set-up period and the following sixty (60) day transition period, the Renewable Energy Market Manager shall take over complete management of the specified existing NJ Clean Energy Renewable Energy Programs currently managed by the OCE.

The Renewable Energy Market Manager shall manage all administrative, operational and program marketing aspects of the specified programs. The Renewable Energy Market Manager shall work in coordination of the Program Coordinator and at the direction and approval of the OCE. Marketing refers to any marketing communications, implementation, customer outreach services and training performed by the Renewable Energy Market Manager, its subcontractors or individually contracted service providers. The services include, at a minimum:

- Providing and processing program applications with technical review;
- Telemarketing programs;
- Fielding customer telephone calls and resolving disputes;
- Processing incentive payments and resolving disputes;
- Developing quality assurance processes; and
- Providing sales and maintenance / technical training and participate-in and sponsorship of program / industry seminars and trade shows.

3.4.1 RENEWABLE ENERGY CUSTOMER ON-SITE RENEWABLE ENERGY (CORE) PROGRAM

The Renewable Energy Market Manager shall provide the following deliverables in reference to the Renewable Energy CORE Program by the contract operation date:

- Where necessary, modify, update or create and distribute Renewable Energy CORE Program rebate application forms that include program qualifications, instructions for customers/contractors to complete the form, terms & conditions, contractor requirements and guidelines;
- Receive and process rebate applications; Processing shall include:
 - Application receipt and time stamping
 - Input into the data tracking system
 - Preliminary eligibility review for application completeness
 - Technical review for completeness
 - Update of the tracking system
 - Technical review of completed application for technical accuracy
 - Provide a process to hold and resolve disputed pending applications
 - Issue customer letters for rejected applications
 - File and store applications, forms and paper records for three (3) years.
- Transition and manage the Clean Power Estimator annual software license that facilitates the CORE rebate application and inspection process;
- Provide inspections on one hundred percent (100%) of the CORE program installations;
- Propose a methodology to be approved by OCE to receive Renewable Energy Program payments;
- Mail Renewable Energy Program rebate payment checks with an NJCEP logo to be approved by OCE;
- Provide quality assurance processes to ensure proper Renewable Energy Program rebate applications processing;
- Perform Renewable Energy Program quality assurance inspections; and
- Provide Renewable Energy Program technical program training for contractors and retailers.
- Participate in and sponsor appropriate RE seminars and trade shows.

3.4.2 RENEWABLE ENERGY CERTIFICATE PROGRAM

The New Jersey Renewable Energy Certificate Program has evolved from the Solar Renewable Energy Certificate program to include the facilitation of other Class I Renewable Energy Certificates that originate from net metered equipment located in New Jersey.

The Renewable Energy Market Manager shall provide the following deliverables in reference to the New Jersey Renewable Energy Certificate (NJREC) program by the Contract Operational Date:

1. Coordinate with the NJ REC Administrator to modify, update, or create and distribute Renewable Energy Program application request forms that include program qualifications, instructions for customers to complete the form, terms and conditions, requirements and guidelines;

- Submit data on CORE rebated projects to the NJREC Administrator for account establishment;
- Receive and process REC account application packages.

Processing shall include:

- Application receipt and time stamping
- Input into the CORE data tracking system
- Preliminary eligibility review for application package completeness
- Technical review for completeness
- Update of the data in the tracking system
- Technical review of completed application packages for technical accuracy
- Provide a process to hold and resolve disputed pending applications
- File and store applications, attestations, contracts, forms and paper records for three (3) years
- Provide and verify meter readings of renewable energy production facilities located behind the meter
- Provide quality assurance processes to ensure proper Renewable Energy Certificate Program application processing
- Perform annual verification of behind the meter REC operations for unmetered generators.

2. Provide Quality Assurance Inspections Verifying New Jersey-REC Generation

The Market Manager contractor shall conduct one hundred (100) post-completion inspections of previously installed solar electric systems to verify compliance with the standards established by the New Jersey Renewable Portfolio Standards REC program. The Market Manager shall work with the renewable energy program administrator and the REC program administrator to choose the systems for inspection. The rules and standards governing the generation of RECs as well

background documents are available at www.njcleanenergy.com/srec. All project inspections shall occur within the State. Inspections shall involve reviewing and verifying the accuracy of data submitted toward generation of S-RECs. The Market Manager shall report on the overall results and findings from the inspections as well as work with the customer-generators, REC program administrator and the OCE to resolve any discrepancies that arise.

The post-completion inspection for verifying compliance with the NJRPS REC program shall follow a standard process for fulfillment. After finalizing the selection of installations for inspection visits with the renewable program administrator, the contractor shall schedule and perform quality assurance inspections for qualifying facilities that participate in the REC program according to the following procedures:

The Market Manager shall call the customer and arrange a time to visit the customer's home or business to complete the inspection. If possible, a time should be arranged that is most convenient for the customer. The Market Manager shall give the customer his/her name and telephone number so that the inspector can be contacted in the event the customer cannot keep the appointment. The Market Manager shall arrive at the customer's home or business by the scheduled time or notify the customer prior to the scheduled time of the anticipated delay.

The Market Manager shall ensure that the systems are installed consistent with the information contained in the REC database. The Market Manager shall note any system installation discrepancies. It is the customer's responsibility to document any deviations in system configuration from the specifications contained in the database.

If the system is not installed or operating in conformity with the documentation contained in the database, the Market Manager shall note any such deviations in the report submitted to the program administrator.

The Market Manager shall ensure that the equipment remains installed and operating in accordance with industry and manufacturer's standards.

The Market Manager shall strive to conduct inspections and submit reports to the NJREC Program Administrator within two (2) weeks of receiving the inspection assignment.

3. Provide Administrative Support Facilitating the CORE and NJREC programs

The process of offering and managing incentives in the CORE Program and the REC Program makes it logical for the same administrative structure to handle both operations. Administrative goals for the CORE and REC programs in 2005 include:

- Process six-hundred (600) applications;
- Subsidize four (4) MW of PV systems (approximately five-hundred (500) projects);
- Subsidize six (6) MW of other renewable energy systems (approximately two (2) to four (4) projects);
- Process initial application for rebate funding in thirty (30) days
- Issue rebate checks within thirty (30) days of approved inspection;
- Document all program requirements; and
- Implement recommendations from process evaluation performed by Aspen Systems (available from www.njcleanenergy.com).

The Market Manager shall propose a plan for ensuring that the rebate program is operated efficiently, effectively, and results in renewable energy equipment or systems installed according to industry accepted practice and the program guidelines established by the OCE. The Market Manager's submission shall cover the following elements:

- Develop, document and implement a quality control procedure for the application process with specific requirements for reporting to the OCE.
- Assist in the development and implementation of the 2005 Renewable Energy Program Evaluation to be administered by CEEEP. The 2005 Evaluation plan is expected to include review and where necessary inspections of other technical activities carried out in the renewable energy program. The procedure shall include selection of at least ten percent (10%) of all rebate applications for a quality assurance review and inspection by a third party inspector as expected for the 2005 Program Evaluation. The evaluation inspections shall include a review of the application paperwork, a field inspection of the equipment installation and verification that the equipment and its installation meet program requirements.

3.4.3 CLEAN ENERGY FINANCING PROGRAMS

The Renewable Energy Market Manager shall provide in reference to the Clean Energy Financing Programs technical expertise and support in the review of grant applications. The program will be managed by the EDA.

3.4.4 RENEWABLE ENERGY VOLUNTARY GREEN POWER CHOICE PROGRAM

The Renewable Energy Market Manager shall administer the Green Power Choice (GPC) Program as established by Board Order and in doing so provide the following deliverables in reference to the Voluntary Green Power Choice Program:

- Establish and report on Program goals, objectives and participation targets as required by the GPC Program and Board Order and in consultation with the GPC Working Group;
- Facilitate regular GPC Working Group Meetings to update stakeholders / members on Program development and seek input on Program administration including establishing program goals, objectives and recommendations to improve the program;
- Receive and compile quarterly and annual reports from the participating Electric Distribution Companies (EDCs) and Green Power Marketers (GPM) and report to OCE on GPC Program Performance based on quarterly and annual reports;
- Manage GPM and EDC participation in the GPC Program including enrolling new GPM or EDCs;
- Collect GPM Verification Reports that include PJM-EIS verification of RECs and report to OCE on the quantity; location, resource and vintage of RECs being use to meet GPM obligations;
- Establish and manage a central distribution warehouse to receive and track GPC response cards. Response cards will be time stamped, input into central data tracking system and forwarded to GPM within a specified number of days; and
- Support the development and implementation of a Green Power Choice Campaign as coordinated by the OCE Marketing Program Administrator

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **eight (8) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
1	Forms	4.4.1.1	Signatory page- completed and signed http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.2	Ownership Disclosure Form http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.3	Disclosure of Investigations and Actions Involving Bidder http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.4	MacBride Principles Certification http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.6	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.8	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
		4.4.1.9	Executive Order 129: Source Disclosure Certification Form http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules (Advertised Solicitation, Current Bid Opportunities webpage)

4.4.1 SECTION 1 – FORMS

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature

and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

4.4.1.5 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>, and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.7 EXECUTIVE ORDER 134

Refer to [Section 5.27](#) of this RFP for more details concerning this requirement.

4.4.1.8 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.1.9 EXECUTIVE ORDER 129

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to [Section 5.28](#) and the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml> for more information concerning this new requirement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., [Section 3.0](#). The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.2.1 MANAGEMENT OVERVIEW

a. Narrative

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

b. Business Case

The bidder should provide a case study based on the information offered in this RFP and any other information that the bidder may discover on its own. OCE, NJCEP website (<http://www.njcleanenergy.com>) may be a useful reference.

The bidder should provide a case study for each program that it is bidding on. The bidder should describe, in detail, how it would manage the particular program case study.

The case study should be a description overview of the implementation of the following programs:

- The Residential New Construction (New Jersey ENERGY STAR® Homes Program)
- Commercial and Industrial Combined Heat and Power Program
- Customer On-Site Renewable Energy Program

The bidder should describe the procedures and work flows involved in performing the tasks required to implement the case study.

The bidder should provide an example of prior program management conducted by the bidder that demonstrates its capacity to fulfill the scope of work requirements.

The bidder should describe how the success of the task can be measured against the overall goal of the program.

c. Program Operations and Implementation

Bidders' proposals should detail their program operations and implementation strategies. Important aspects of delivering the programs include:

- (1) Ensuring consistent and effective program designs;
- (2) Use of creative and effective marketing strategies; and
- (3) Accessible and widespread program delivery.

The bidder should develop methods to ensure that the Programs are meeting its objectives and funds are being spent effectively.

4.4.2.2 CONTRACT MANAGEMENT

Each Market Manager bidder should describe its specific plans to execute the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the Program Coordinator, or the BPU Contract Manager where appropriate, including, but not limited to, status meetings, status reports, etc.

Specifically the bidder should address its detailed plans to perform: including a description of the techniques and procedures to be utilized to address the questions and issues set out above including the timeframe in it will deliver work.

Bidders are encouraged to propose a scope of services that include creative management strategies that rely heavily upon experience and understanding of the residential energy efficiency programs. The scope of services should also include a detailed description of the proposed methodology to conduct the programs and the results that will be delivered including, but not limited to:

- Information and type of data to be collected
- Resources to be used in this process
- The types of results to be produced
- Use of that information to produce the results
- The extent to which the results be quantitative versus qualitative in form
- Methodology of the quantitative estimates to be made
- Bidder familiarity with existing/secondary data sources and the bidder's plan to use this data

The bidder should organize its Technical Proposal as organized in the Scope of Work Sections 3.0, 3.1 and the appropriate Program Specific Section (Residential ([Section 3.2](#)), Commercial & Industrial ([Section 3.3](#)) or Renewable Energy ([Section 3.4](#))). Therefore the bidder's proposal should include discussions in the same manner as the work and deliverables associated with:

- Kickoff meetings
- Monthly program meetings
- Ad hoc meetings
- Weekly teleconferences
- Ad hoc teleconferences
- Approach to services report (work plan)
- Monthly transition reports
- Monthly reports
- Quarterly reports
- Annual reports
- Ad hoc reports, studies and information requests
- Transition Plan
- Termination transition (exit plan)
- Annual program budget development
- Financial management
- Information technology, data collection, reporting
- Program procedures manual
- Program advertising and marketing
- Program marketing plans
- Information technology, web hosting and web master
- System documentation/User's manual
- Management of customer-specific and competitively sensitive information

4.4.2.1 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.2.2 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award. The Transition Plan ([Section 3.0.1](#)) will fulfill the mobilization and implementation requirements of this bid.

4.4.2.3 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.3.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

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

4.4.3.4 BACKUP STAFF

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

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

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

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

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder shall submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.3.8 SUBCONTRACTOR(S)

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

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

- B. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.**
- C. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- F. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

The bidder shall submit a budget that supports and explains the annual prices submitted on its price schedule. The bidder should also provide a budget with labor titles and hourly rates for each labor title that ties into the total budget proposed. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

In the event of a conflict between the provisions of this RFP, including the NJ Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 BPU CONTRACT MANAGER

The BPU Contract Manager is the State employee responsible for the overall management and administration of the contract.

The BPU Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the BPU Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 BPU CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the BPU Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The BPU Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The BPU Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the BPU Contract Manager's Department.

If the contract has multiple users, then the BPU Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the BPU Contract Manager.

5.2.2 OTHER DUTIES OF THE BPU CONTRACT MANAGER

The BPU Contract Manager shall have the following additional duties:

- a) If the BPU Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the BPU Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The BPU Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The BPU Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The BPU Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.

- e) The BPU Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The BPU Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 COORDINATION WITH THE BPU CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the BPU Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the BPU Contract Manager. The contractor may contact the BPU Contract Manager if the contractor can not resolve a dispute with contract users.

5.3 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

5.4 BUSINESS REGISTRATION

The following shall supplement Section 1.1 in the NJ Standard Terms and Conditions pertaining to Business Registration located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty percent (50%) of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2)** years and **three (3)** months. The anticipated “Contract Effective Date” is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

5.6 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.9 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.10 SUBSTITUTION OF STAFF

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

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

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

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

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

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

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

5.12 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.13 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.14 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.15 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.16 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the BPU Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.17 CLAIMS AND REMEDIES

5.17.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.17.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.18 LATE DELIVERY

The contractor must immediately advise the BPU Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.19 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release ninety percent (90%) of the retainage for the preceding three (3) month period. Following certification by the BPU Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.21 SUSPENSION OF WORK

The BPU Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the BPU Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the BPU Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 *et seq.*) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the BPU Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

The contractor has the option of developing, in conjunction with the BPU Contract Manager, a process for submitting those claims subject to State reimbursement through an Automated Clearing House (ACH) funds transfer system.

Upon award of the contract resulting from this RFP, the contractor shall apply for an account with the State's financial intermediary for the New Jersey Central Financial System (NJCFIS) so that funds may be transferred from the State to the contractor on a schedule developed in concert with the BPU Contract Manager and NJCFIS. The funds transfer process must be approved by the BPU Contract Manager.

5.25.1 PERFORMANCE INCENTIVE PAYMENT

A portion of payments to the Market Manager(s) shall be based on the Market Manager's performance in achieving the Board's objectives (See Section 3.0.5) and successfully delivering the programs described in the Scopes of Work. The Market Manager(s) can earn performance incentives for successfully meeting or exceeding program performance indicators that are defined in Appendix 5 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>. The Market Manager(s) shall submit annual claims for Performance Awards, according to the schedule, documentation, and verification processes outlined in this section. The Program Coordinator will verify the Market Manager's claim for Performance Awards and make a recommendation to the OCE.

By April 1, the Market Manager shall submit a report to the Program Coordinator that establishes its claim for the performance incentive payment from the previous year.

The Program Coordinator and the BPU Contract Manager will review the Market Manager's report and, at their option, audit the Market Manager's project files in order to confirm eligibility for claimed performance incentive payment. The Program Coordinator and the BPU Contract Manager may seek independent verification of claimed results. The Program Coordinator and the BPU Contract Manager will then meet with the Market Manager in an attempt to resolve any differences on claimed performance incentive payment amount.

By June 1, the OCE will provide a technical report or memorandum to the Board with its recommendation respecting performance incentive payment for the preceding year. Following receipt of the OCE's report and Board approval, the Program Coordinator will submit the invoice for payment.

The Board's determination shall be final regarding performance incentive payment from the preceding year.

The Market Manager will work with the Program Coordinator and the OCE to establish and maintain reasonable estimates of performance incentive payment for prescriptive energy efficiency measures offered in energy services and initiatives. The Market Manager will maintain documentation of all prescriptive measure savings assumptions. For custom measures or projects, the Market Manager shall maintain in its files documentation of all assumptions and calculations used to establish its claim for performance incentive payment. All information on assumptions and calculations used to establish performance incentive payment for a project shall be available for review by the OCE and Program Coordinator.

Any funds available for performance incentives but not earned by the Market Manager(s) shall be added to the current year budget for rebates and customer incentives.

5.26 CONTRACT ACTIVITY REPORT

Not applicable.

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial

entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

5.27.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

5.28 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 5, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Attachment 6), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

5.28.2 BREACH OF CONTRACT

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the NJ Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

5.29 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS

NJ Standard Terms and Conditions are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

5.29.1 Patent and Copyright Indemnity

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

2.1 Patent and Copyright Indemnity

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

5.29.2 INDEMNIFICATION

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

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to five hundred percent (500 %) of the value of the contract, except that such limitation of liability shall not apply to the following:

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

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

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

5.29.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.29.4 COMPREHENSIVE CRIME INSURANCE

This section supplements Section 3.3b of the Standard Terms and Conditions of the RFP.

A Commercial Crime Insurance Policy covering employee dishonesty with a client's property extension is required. The amount of the Commercial Crime Insurance Policy is as follows:

Residential Market Manager	\$24,000,000.00 with 1% Deductible
Commercial & Industrial Market Manager	\$18,000,000.00 with 1% Deductible
Renewable Energy Market Manager	\$18,000,000.00 with 1% Deductible

The contractor must provide the Commercial Crime Insurance Policy within thirty (30) days of the effective date of the contract award. The Commercial Crime Insurance Policy must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the Commercial Crime Insurance Policy in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

6.3.3 BID DISCREPANCIES

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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

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

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

6.5 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 APPENDICES

To review the following Appendices go to: <http://www.state.nj.us/treasury/purchase/bid/summary/06x38052.shtml>.

1. NJCEP 2005 Program Description & Budget
2. Memorandum Of Agreement and 2004 Marketing Plan and Budget
3. *CoolAdvantage* Program form sample
4. *WarmAdvantage* Program form sample
5. Performance Incentive
6. Residential HVAC Program: JCP&L Work Flow Procedures
7. Residential New Construction Program: JCP&L Work Flow Procedures
8. Residential Energy Star Products Program: JCP&L Work Flow Procedures
9. Commercial & Industrial Construction Program: JCP&L Work Flow Procedures
10. Policies and Procedures for the Transfer of Funds Into and Out of New Jersey's Clean Energy Program Trust Fund