

# REQUEST FOR PROPOSALS FOR ELECTRIC ENERGY AND NATURAL GAS CONSULTING SERVICES

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## PART I

### Instructions to Vendors

**This is a 15 page document. Please be sure to read each and every page, including, without limitation, all attachments.**

#### **1.0 PURPOSE**

The Plumsted Municipal Utilities Authority (PMUA) is seeking, pursuant to Resolution No. 2012-225 adopted by the Plumsted Township Committee, to procure the services of a qualified Consultant to provide consulting services on the proper procurement of electric energy and natural gas for a Government Energy Aggregation (GEA) program. Services include but do not have to be limited to collecting account data; developing bid specifications; public outreach; maintaining a working relationship with NJBPU- licensed Third Party Energy Suppliers; and acting as a liaison between the energy suppliers, the PMUA and Plumsted Township as provided by PL 2003, Chapter 24 and NJBPU Subchapter 6: Government Energy Aggregation Programs. The successful firm must advise the PMUA on applicable market conditions, must have experience in electric energy and natural gas re-regulation, electric energy and natural gas market opportunities, electric energy and natural gas aggregation usage and must be able to analyze bid results and to competently recommend an award of a contract(s). It is the sole intent of the RFP to select the most qualified firm to which the PMUA could contract these services. Respondents MUST submit their qualifications and a fee proposal for the services to be provided to the PMUA to successfully implement the Township's objective to obtain better price stability and price structuring for municipal, residential and commercial customers by entering into a contract(s) with a Third Party Supplier for electric energy and/or natural gas aggregation.

The PMUA is requesting Proposals from a qualified firm or firms that have a proven track record in providing electric energy and natural gas procurement, electric energy and natural gas utility rate contracting and related management expertise for New Jersey governmental entities. The successful firm will develop, support and administer a bidding process on behalf of the PMUA.

Firms responding to this Request for Proposals (“RFP”) must have extensive experience, a knowledgeable background and exceptional qualifications in the provision of the services described herein.

**Despite any language contained herein to the contrary, this Request For Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the PMUA may choose a contractor(s) that best meet(s) the Township’s needs. It is the PMUA’s intent that no statutory, regulatory, or common law bidding requirement apply to this Request for Proposals. The PMUA intends to award this contract pursuant to N.J.S.A. 40A:11-5(1) (a) (i).**

**Official PMUA RFP documents are available from the PMUA as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the RFP document that may or may not be complete. The PMUA is not responsible for third party supplied RFP documents.**

## **2.0 BACKGROUND INFORMATION**

There are within the Township of Plumsted Township the following potential users that are expected to be part of Plumsted GEA Program.

1. Municipal Complex: these include 121 Evergreen Road (Municipal Building), 31 Main Street (Welcome Center), 11 Pine Street (Department of Public Works and Recreation Center) and 2 Cedar Street (Police Department).
2. Plumsted Township Schools (4)
3. Residential: +/-2,400 Class 2 Residential Properties  
+/- 250 Class 3A and B Farm Properties
4. Commercial: +/- 100 Class 4 Commercial Properties (these include Jensen’s I and II which contain approximately 250 adult retirement homes and two (2) mobile home parks)

Note: It is the intent of Plumsted Township and the PMUA to create a regional energy cooperative to include adjacent municipalities. Therefore, the RFP prepared by and the cost proposal submitted by the Consultant in response to this RFP must reflect this intent.

## **3.0 COMPLIANCE WITH LAWS**

The successful Firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

## **4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS**

### **4.1 SUBMISSION OF PROPOSALS**

Three (3) copies of the Proposal, **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements should be provided. Proposals must be provided to the Plumsted Municipal Utilities Authority, 121 Evergreen Road, New Egypt, NJ 08533 **no later than 10:00 a.m. on February 16, 2012.** Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals must be provided in a sealed envelope with the title of the RFP clearly marked on the outside. The PMUA assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. **Submission by fax, telephone, or e-mail is NOT PERMITTED.**

Final selection of the Firm(s) shall be made by the PMUA by formal resolution. Contract(s) for services shall be provided by the PMUA in consultation with Plumsted Township.

### **4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS**

Any questions regarding this Request for Proposals should be directed to Peter Ylvisaker, Executive Director, 121 Evergreen Road, New Egypt, NJ 08533.

### **4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS**

Addenda/revisions to this Request For Proposals shall be provided to all Firms who have received this Request For Proposals.

## **5.0 INSURANCE**

Prior to commencing work under contract, the successful Firm(s) shall furnish the Township with a certificate of insurance as evidence that it has procured the insurance coverage required herein. Firms must give the Township a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The successful Firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Proposals:

### **5.1 PROFESSIONAL LIABILITY**

\$1,000,000.00 errors and omissions/malpractice per occurrence.

## **5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability;  
Broad Form All-States Endorsement.

## **5.3 GENERAL LIABILITY**

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage. The PMUA and Plumsted Township shall be named as additional insured with respect to general liability.

## **5.4 AUTO LIABILITY**

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

## **6.0 INDEMNIFICATION**

The selected Firm(s) shall defend, indemnify and hold harmless the PMUA and Plumsted Township, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the selected Firm's acts or omissions in connection with this agreement.

## **7.0 MISCELLANEOUS REQUIREMENTS**

**7.1** PMUA will not be responsible for any expenses incurred by any Firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be on completeness and clarity of content.

**7.2** The contents of the proposal submitted by the successful Firm(s) and this Request for Proposals may become part of the contract for these services. The successful Firm(s) will be expected to execute said contract with the Township of Plumsted.

**7.3** Proposals shall be signed in ink by the individual or authorized

principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

- 7.4** The PMUA reserves the right to reject any and all proposals received by reason of this Request for Proposals, or to negotiate separately in any manner necessary to serve the best interests of Plumsted Township. Firms whose proposals are not accepted will be notified in writing.
- 7.5** Any selected Firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the PMUA.
- 7.6** The selected Firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of a contract.
- 7.7** All responses to this Request for Proposals shall be subject to New Jersey statutes, rules, and regulations regarding the Open Public Records Act (OPRA).
- 7.8** Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.
- 7.9** Contracts awarded pursuant to this Request for Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the PMUA.
- 7.10** All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (“ELEC”) if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including the PMUA. It is the Firm’s responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.
- 7.11** The PMUA shall not be responsible for the payment of any interest or

late fees.

## **8.0 CRITERIA FOR EVALUATION OF PROPOSALS**

The PMUA's RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

- 8.1** Proven record of experience, including references, in providing the type of services detailed herein.
- 8.2** Ability to provide services in a timely manner.
- 8.3** Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the work).
- 8.4** Location of office and availability of personnel.
- 8.5** Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.
- 8.6** Cost of services (i.e. price proposal).

## **PART II**

### **PROPOSAL REQUIREMENTS**

Firms are requested to propose a consulting plan for the PMUA's procurement of electric energy and natural gas and all attendant services as better described herein.

### **FORMAT**

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. New Jersey Business Registration Program
- I. Affirmative Action

All sections are to be addressed and specifically referenced.

## **SECTION A - SCOPE OF SERVICES**

The PMUA seeks a vendor to provide electric energy and natural gas advisory and procurement services as better described herein.

**During the term of contract, it is possible that there may be more than one bid process conducted/administered. The PMUA will rely on the successful vendor to guide the PMUA on market conditions for bidding opportunities.**

Services include, but are not necessarily limited to the following:

**Data Collection:** This includes all work necessary in collecting, assembling and analyzing account data, into a format that will generate maximum bid participation from NJBPU-licensed Third Party Suppliers. Vendor should analyze data to determine appropriate means and method of procurement.

**Development of Bid Specifications:** Recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives and account classifications. Vendor must prepare and organize energy usage data, compile technical specifications and all related bid documents.

**Administration of Bid Process:** Once the bid is advertised, the Vendor must contact all NJBPU-licensed suppliers to make them aware of the bid and ensure that all suppliers received a bid package via, at a minimum, regular, and U.S. mail. The Vendor must respond to all requests for information (RFI) from potential bidders, as appropriate, and must make the PMUA aware of such requests and responses. Vendor must attend all bid openings, review all bid responses, analyze all bid results and provide its recommendations for award of contract(s). Once an award(s) is made, the Vendor must work with the winning supplier to ensure that the proper accounts are enrolled and or transitioned to the new supplier.

**Energy Advisory Services:** Once the electric energy and natural gas bid is authorized, the Vendor must continue to monitor the electric energy contract for any potential problems with the supplier to the end of the contract term. The Vendor must continue to advise and provide support to the PMUA, including but not limited to such issues as the resolution of billing issues that may arise. The Vendor must monitor all market conditions for subsequent bid opportunities, monitor regulatory changes that may affect future bids and be available to answer questions on the process and results. The Vendor must monitor and evaluate third party energy suppliers' standing and services.

**Client Relationship:** The Vendor must meet with the PMUA during and after the bidding process, at the PMUA's request. The Vendor must be available in person, by phone and by e-mail when necessary, and when asked for by the PMUA at no additional cost.

## **SECTION B - RESUME**

This section shall address areas as outlined:

1. Name and address of your Firm and the corporate offices authorized to execute agreements.
2. Briefly describe your Firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your Firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the Township and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the Township.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
6. Provide your Firm's insurance coverage as set forth in Part I, Section 5 of this RFP.
7. Provide a statement of assurance to the effect that your Firm is not currently in violation of any regulatory rules and regulations that may have an impact on your Firm's operations.

## **SECTION C - FACILITIES**

This section should address areas as outlined:

1. **OFFICE LOCATIONS**



- a. For your Firm's facilities which are located closest to Plumsted Township, New Jersey, provide:
  1. The location.
  2. Firm personnel assigned to this location.
  3. The activities of the Firm performed at this location.
  
- b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office.

Firms where all activities are performed at one location should leave this paragraph blank.

#### **SECTION D - CONFLICT OF INTEREST**

This section MUST disclose any potential conflicts of interest that the Firm may have in performing these services for the PMUA.

#### **SECTION E - FEES**

A Fee Proposal must be provided. The PMUA reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein. It is the PMUA's intent to defer payment to the selected Vendor for other than necessary out of pocket expenses for travel, postage and other incidental costs until there is a contract signed with a Third Party Supplier(s) and the Third Party Supplier (s) has reimbursed the Township for the agreed upon expenses.

#### **SECTION F - FORM OF CONTRACT**

If your Firm has a proposed form of contract, please supply a copy with your proposal. Otherwise, a form of contract will be supplied by the PMUA.

#### **SECTION G - OTHER INFORMATION**

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your Firm.

**Important Note: Please complete the following section and return it along with your response to this Request for Proposals.**

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## **SECTION H – NEW JERSEY BUSINESS REGISTRATION PROGRAM**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (c.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with the contracting agency.”

**All vendors must provide their BRC (and BRC’s for each subcontractor) with submission of bids or RFP’s.**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>J.P. &amp; Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

**SECTION I – AFFIRMATIVE ACTION**

**Exhibit A  
(Revised 2007)**

**N.J.S.A. 10:5-36 et seq., N.J.A.C. 17:27  
Mandatory Affirmative Action Language  
Goods, Professional Service and General Service Contracts**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq. seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27 5.2.

## Exhibit A (continued)

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

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

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

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

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

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

**AMERICANS WITH DISABILITIES ACT**  
**Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The Contractor and the Township do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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