

Exhibit “A”

**AGREEMENT BY AND BETWEEN
TOWNSHIP OF WEST ORANGE
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this 30th day of July, 2021 ("Effective Date," which shall be the date on which the last authorized individual executes this Agreement) by and between the Township of West Orange in Essex County ("West Orange"), a body politic and corporate of the State of New Jersey, with principal offices located at 66 Main Street, West Orange, New Jersey 07052 and Gabel Associates, Inc. ("Gabel Associates" or "Consultant") having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, West Orange desires to retain a consultant to provide Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for West Orange's Government Energy Aggregation ("GEA") program pursuant to N.J.S.A. 48:3-92 within the Electric Discount and Energy Competition Act N.J.S.A. 48:3-49, et. seq.; and

WHEREAS, West Orange published a Request for Proposal ("RFP") seeking proposals for a contract for Residential Energy Aggregation Consulting Services with a submission date of June 22, 2021 at 1:00 P.M.; and

WHEREAS, on the submission date, West Orange received only a single proposal from Gabel Associates in response to its RFP; and

WHEREAS, Gabel Associates has previously performed the Residential Energy Aggregation Consulting Services for West Orange; and

WHEREAS, Gabel Associates has agreed to continue to perform Residential Energy Aggregation Consulting Services for West Orange consistent with the terms and provisions of this Agreement and the terms and provisions of its proposal dated June 22, 2021; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, West Orange and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon Effective Date of this Agreement for a period of two (2) years (the "Initial Term"). After the expiration of the Initial Term, West Orange shall have the right to renew or extend the terms and condition of this Agreement by resolution for an additional two one (1) year terms or one two (2) year term (the "Extension Term(s)"). The Extension Terms shall automatically occur unless West Orange issues notice to Consultant on twenty (20) days notice that the Extension Term shall not be granted.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Consultant, the subject of this Agreement are as set forth herein. All Services under this Agreement shall be undertaken pursuant to direction from West Orange or its project manager employees, and subject to West Orange's review and approval.

These services relate to electricity and may include other energy services including but not limited to natural gas supply service, may be conducted separately (in the event that a GEA does not move forward for a particular service) or as one process.

Government Energy Aggregation Services ("GEA"):

Consultant shall assist West Orange in managing its GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. Such a program is not a standard energy procurement process but requires the involvement of West Orange residents, local governments, the Board of Public Utilities (“BPU”) regulators and Third-Party Electrical Suppliers (“TPS”). The services provided by Consultant shall include, but are in no way limited to, the following:

Education:

Consultant shall meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Consultant shall create formulable public outreach program(s) and marketing strateg(ies).

Data Collection:

Consultant shall perform all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed TPSs. Consultant shall analyze data to determine appropriate means and method of procurement.

Development of Bid Specifications:

Consultant shall recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives, and account classifications for award of a Third Party Electrical Supply Contract (“TPS Contract”) to a BPU licensed TPS. Consultant shall prepare and organize energy usage data, compile technical specifications and all related bid documents.

Administration of Bid Process:

Once the bid is advertised, Consultant shall contact all NJBPU licensed TPSs to make them aware of the bid and ensure that all TPSs received a bid package. Consultant shall attend bid opening, review all responses, analyze all bid results, and provide its recommendations for award of the TPS Contract. If bid results are not favorable to the West Orange, the Consultant will make appropriate recommendations on how to proceed. In the event of an award, the Consultant shall work with the winning TPS to ensure that the proper accounts are enrolled and or transitioned to the new TPS.

Energy Advisory Services:

Once the electric energy bid is authorized, Consultant shall continue to monitor the TPS Contract for any potential problems with the TPS until the end of the TPS Contract. Consultant must continue to advise and provide support to West Orange, including but not limited to such issues as the resolution of billing issues that may arise. Consultant shall 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. Consultant shall monitor and evaluate the TPS's standing and services.

Client Relationship:

Consultant shall with West Orange representatives during and after the bidding process, at the request of said members. Consultant shall be available in person, by phone and by e-mail when necessary, and when asked for by a West Orange representative or municipal officer, at no additional cost.

3. BENCHMARKS AND CONTINGENCIES

Consultant shall prepare and administer a procurement strategy consistent with all BPU Rules, the Local Public Contracts Law (as applicable) and any West Orange program-specific issues. Provided that the Township and/or PSE&G work in good faith with Consultant and meet any reasonable deadlines requested by Consultant, Consultant shall release the RFP for the TPS Contract within three (3) months of the Effective Date of this Agreement. Consultant shall then evaluate all RFP responses and proposals and make a recommendation to the Township regarding a vendor not less than three (3) months from the date of publication of the RFP, or not less than six (6) months from the Effective Date of this Agreement, whichever is shorter.

In the event that either of the above-stated contingencies is not satisfied by Consultant, West Orange shall have the option to cancel this Agreement on five (5) days' written notice to Consultant, and upon adoption of a resolution by the Township Council authorizing the cancellation.

4. COMPENSATION

For all Consulting Services rendered by Consultant pursuant to Section 2 of this Agreement, Consultant shall be paid by the winning TPS. The Request for Bids for the TPS Contract shall require that Bid Prices include an energy agent fee of \$.00089 per kilowatt hour. The TPSs shall include this agent fee in their bid prices and the winning TPS will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning TPS would remit payment of the collected energy agent fees to Consultant on a monthly basis. Consultant will also bear the cost of obtaining usage data for commercial customers. No

management fees will be collected by Consultant unless and until a TPS Agreement is awarded by West Orange.

Certain expenses are required in order to implement a GEA which are not included in the energy agent fee. These expenses are recoverable from the selected TPS pursuant to applicable GEA Rules. For example, a mailing will be sent after a winning TPS is chosen and will contain information about the contract and program, notification, as well as information about pricing and opt-out provisions, and notification of a Public Information Session to be conducted by Consultant. Costs for this mailer will be the responsibility of the selected TPS.

Additionally, the GEA requires several actions which will result in some expenses, which shall be identified in the RFP, and which may be recovered from the selected TPS(s):

- 1) Fees by the local LDC if any, pursuant to the EDC Agreement, to supply the needed information on identity and electricity usage of residential accounts participating in the GEA.
- 2) Public announcement of the implementation of a GEA program,
- 3) Setting up a contact number for residential accounts to get information on the GEA program being implemented.

Direct costs related to these activities shall be borne by or recovered from the winning TPS.

In the event natural gas supply or other services are subject to bid, Consultant shall provide a fee proposal to West Orange for its review and consideration.

5. STANDARD OF CARE

The Consultant shall comply with the standard(s) of care attributable to the professions applicable to performing the services detailed herein and shall perform in accordance with the

terms and conditions of this agreement. The Consultant agrees that all documents prepared and all specifications provided shall meet the requirements outlined by West Orange and shall comply with all applicable codes and standards.

6. INSURANCE

Within ten (10) days of the Effective Date, the Consultant shall furnish West Orange with a Certificate of Insurance as evidence that it has procured Professional Liability Insurance with a minimum of \$1,000,000 for each claim and \$1,000,000 aggregate each policy period. West Orange is to be listed as Additional Insured and must be provided sixty (60) days notice of cancellation, non-renewal or change in insurance coverage.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless West Orange, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Consultant is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Consultant are based on its professional judgment and do not constitute guarantees.

8. TERMINATION

West Orange may terminate this agreement for cause upon thirty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially breaches any terms of this agreement and does not, within the thirty (30) days written notice

period, cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

9. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

10. INCORPORATION OF THE RFP AND PROPOSAL

a. Terms and Conditions of the RFP – West Orange and Consultant agree that the terms and conditions set forth in the RFP, annexed hereto as Exhibit “A,” are incorporated by reference into this Agreement as if stated in full herein unless they conflict with the direct language set forth in this Agreement.

b. Terms and Conditions of Consultant’s Proposal – West Orange and Consultant agree that that the terms and conditions which are not expressly required in the RFP but are provided for in Consultant’s proposal shall be governed by the Consultant’s proposal, annexed hereto as Exhibit “B.” West Orange and Consultant agree that the terms and conditions set forth in the Proposal are incorporated by reference into this Agreement as if it were stated in full herein.

c. Conflicts between RFP and Consultant’s Proposal – West Orange and Consultant acknowledge and agree that if a particular term or condition of the RFP conflicts with a term or condition set forth in Consultant’s Proposal, the term or condition of the RFP shall govern over the term or condition of Consultant’s Proposal.

11. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. Modification.

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

c. Entire Agreement.

This Agreement, including the incorporation of the RFP and Consultant's Proposal, consistent with Paragraph 10, shall consist of the entire agreement of the parties. West Orange and Consultant acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

d. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without approval of West Orange.

e. Waiver.

It is understood and agreed by West Orange and Consultant that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

f. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective agents, heirs, executors, administrators, successors, or assigns.

g. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with any applicable provisions of the "Business Registration and Sales and Use Tax Requirements".

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

TOWNSHIP OF WEST ORANGE

NAME:

TITLE:

NAME:

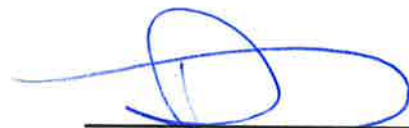
TITLE:

WITNESS:

GABEL ASSOCIATES, INC



NAME: Holly Reed
TITLE: Vice President



NAME: Robert S. Chilton
TITLE: Executive V.P.

Exhibit “A”

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

Request for Proposals
RESIDENTIAL ENERGY AGGREGATION CONSULTING SERVICES

Bid Submission Date:
Tuesday June 22, 2021

1:00 P.M.
Prevailing Time

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4055

ADVERTISEMENT

Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for a RESIDENTIAL ENERGY AGGREGATION CONSULTANTING SERVICES. The proposal package can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing a request to preynolds@westorange.org.

Proposals, clearly marked with the title and name and address of party making same, addressed to the Township Council of the Township of West Orange can be mailed, or hand delivered to the Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Proposal due date is **Tuesday, June 22, 2021 at 1:00pm** and will be publicly opened and read under the covered parking lot in back of Townhall on the same day. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2.

Paula Reynolds, Acting QPA

TABLE OF CONTENTS

COVER PAGE

COPY OF LEGAL NOTICE

TABLE OF CONTENTS

Part I Introduction

Part II General Conditions

Part III Scope

Part IV Evaluation Criteria

RFP Check List

Mandatory Forms

Part I

Introduction

The Township of West Orange (the “Township”) in 2013 adopted an ordinance pursuant to N.J.S.A.48:3-92 – N.J.S.A.48:3-95 to create the West Orange Community Energy Aggregation Program (WOCEA). Through a competitive bidding process, the Township wants to secure a third party energy provider for the supply of electricity for the residents (Opt-Out Program) and small commercial retail customers (Opt-In Program). The goal is to secure the best possible saving over the existing rates offered by our utility company PSE&G.

The Township represents over 16,000 households and over 500 small commercial businesses. A comprehensive, well run Community Energy Aggregation Program facilitates the purchase of energy supplies from non-utility sellers of electricity at prices lower than the average utility price.

The Township is seeking to procure the services of a New Jersey Board of Public Utilities (“NJBPU”) registered energy consultant (the “Firm”) who is capable of providing consulting services on the proper procurement from electric energy suppliers and the implementation of a residential energy aggregation program. The Township is requesting proposals from a qualified Firms that have a proven track record in providing electric energy procurement, electric utility rate contracting and related management expertise for New Jersey governmental entities and who is familiar with New Jersey’s government aggregation rules and energy procurement. The successful firm will develop, support and administer a bidding process on behalf of the residents of the Township. It is anticipated that services will include but are not limited to: education, collecting account data, community outreach, developing bid specifications, maintaining a working relationship with NJBPU licensed Third Party Suppliers, and acting as a liaison between the energy suppliers and the Township. The successful Firm must advise the Township on the applicable market conditions, must have expertise in electric energy de-regulation, electric energy market opportunities, electric energy aggregation usage, and must be able to analyze the development of the pricing to compare various benchmarks, must be able to analyze bid results, and must be able to recommend an award of contract.

Part 11

General Conditions

The Township of West Orange is requesting proposals for the implementation of a residential government energy aggregation WOCEA. Proposals may be mailed or delivered to:

Paula Reynolds, Acting QPA
Township of West Orange
66 Main Street, Room 111
West Orange, NJ 07052

Proposals must be submitted on or before Tuesday June 22, 2021 by 1:00 P.M.
Late submissions will not be accepted.

1. All questions must be answered. All mandatory forms and certifications must be completed and submitted with your proposal.
2. Proposal Submission form must bear original signature of an authorized representative of the Firm.
3. Each proposal must include a full explanation of the services that will be provided.
4. Please submit one original and two full copies.
5. Each proposal must be submitted in a sealed envelope with the name of proposal clearly marked on the outside.
6. The proposal must include: the company history, a list of the Firms credentials, and experience statement to include but not limited to any experience with similar projects.
7. The Township reserves the right to reject any proposal, waive informalities, and reserves the right to reject any proposal that is incomplete or that does not meet the specification requirements.
8. Proposals must specify any deviations from requirements.
9. Award of contract will be made through resolution by Township Council within 60 days of the submission date.

9. Term of the contract will be in effect for two (2) years with the option to extend contract by resolution for an additional two one (1) year contracts or one two (2) year contract.
10. Any questions regarding this RFP, must be in writing through the mail or email to the Acting Purchasing Agent, Paula Reynolds, 66 Main Street, Room 111, West Orange, NJ 07052 or preynolds@westorange.org.
11. Addenda/Revisions to this RFP will be provided to all Firms who have received this RFP.
12. The successful Firm shall provide and maintain the minimum limits of insurance coverage during the period of performance required under the contract as a result of this RFP.
13. Indemnification: The Firm shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Township of West Orange and its officials and employees from and against any claims, demand, suits, actions, recoveries, judgements and cost and expenses in connection, therein on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
14. The Township will not be responsible for any expenses incurred by any Firm in preparing or submitting a proposal. All proposals must provide a straight, concise delineation of the Firm's capabilities to satisfy the requirements of this RFP.
15. No interpretation of the meaning of the specifications will be made to orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least five (5) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.

Part III

SCOPE OF SERVICES

The Township is seeking one full service Firm that is capable of providing all of the services listed below with as little subcontracting as possible.

When providing pricing, prospective Firms must provide sufficient detail so as to permit a determination of the cost of the required work, as to permit a full understanding of the costs associated with the desired outcome.

Township seeks a Firm to provide electric energy advisory and procurement services as better described herein.

All respondents must be duly registered as Energy Agents in good standing with the New Jersey Board of Public Utilities at the time of submission for a response to this Request for Proposal (“RFP”) and at all times during the term of this contract. Proof of such certification is required at the time of submission of this Proposal. Submissions from parties that are not registered with the New Jersey Board of Public Utilities pursuant to N.J.A.C. 14:4-2.1 et seq. will not be considered.

Please provide proof of your registration as an energy agent with the New Jersey Board of Public Utilities pursuant to N.J.A.C 14:4-2.1 et seq.

The Firm should describe in detail how they will implement the GEA program for residents of the Township.

Proposal should include:

1. How your firm will work will Municipal Representatives,
2. Develop community outreach and public notifications,
3. Include samples documents and letters,
4. Outline your Company’s approach to optional resident opt out program,
5. Explain in detail your Company’s qualifications and experience to conduct an online reverse auction or an e-procurement electronic platform for acceptance of bids,
6. Provide any billing and payment terms for your services.

The Firm will advise as to how to structure bidding opportunities.

Services include but are not limited to the following:

Education:

Meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Create a formulable public outreach program and marketing strategies.

Data Collection:

This includes all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed Third Party Suppliers. Firm 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. Firm 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 Firm must contact all NJBPU licensed suppliers to make them aware of the bid and ensure that all suppliers received a bid package. Firm must attend bid Opening, review all responses, analyze all bid results, and provide its recommendations for award of contract. If bid results are not favorable to the Township, the Firm will make appropriate recommendations on how to proceed. In the event of an award, the Firm must work with winning supplier to ensure that the proper accounts are enrolled and or transitioned to the new supplier.

Energy Advisory Services:

Once the electric energy bid is authorized, the Firm must continue to monitor the electric energy contract for any potential problems with the supplier to the end of the contract. The Firm must continue to advise and provide support to the Township, including but not limited to such issues as the resolution of billing issues that may arise. The Firm 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 Firm must monitor and evaluate Third Party Energy Suppliers' standing and services.

Client Relationship:

The Firm must meet with Municipal representatives during and after the bidding process, at the request of said members. The Firm must be available in person, by phone and by e-mail when necessary, and when asked for by a Township representative or municipal official, at no additional cost.

Firm History

This section shall address areas as outlined:

- a. Name and address of your Firm and the corporate officer authorized to execute agreements.
- b. Briefly describe your Firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
- c. Describe in general your Firm's regional, statewide, and local service capabilities.
- d. 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.
- e. Provide a listing of local governmental clients with which you have similar contracts: include the name, address and telephone number of the person.
- f. Provide your Firm's insurance coverage as set forth in Part I, Section 5 of this RFP.
- g. Provide a statement of assurance to the effect that your Firm is not currently in violation of any regulatory rules and

Other Information:

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

Part IV

Evaluation:

1. EVALAUTION CRITERIA

The methodology for awarding of competitive contracts is based on an evaluation and ranking, which shall include technical, management, and cost related criteria.

1. Proven record of experience, including references, In providing the type of services requested.
2. Understanding of the services requested (including completeness and clarity of submission) and qualitative nature of the services proposed.
3. Personnel qualifications (i.e. resumes of key personnel who will be responsible for and assigned to the work)
4. Location of office and availability of personnel.
5. Availability of personnel and ability to provide services in a timely manner.
6. Cost of services (i.e. pricing structure).

2. EXPERIENCE

The Township is seeking a Firm that has a significant amount of successful experience in providing energy consulting services to public entities, particularly public entities in New Jersey. The proposal should include a list of public entity references, preferably located in New Jersey- the more references, the better. The proposal should include the length of time that the Firm has provided energy consulting services to public entities in New Jersey. The Township is seeking a Firm with a demonstrated capability to provide the required services. The proposal should also include financial information that would demonstrate the size and experience of the Firm. A thorough knowledge of structure and history of energy markets should be demonstrated.

3. QUALIFICATIONS

In New Jersey, an energy consultant can be registered as an Energy Agent, a Private Aggregator, and/or an Energy Consultant. The Energy Consultant registration is a pre-requisite requirement for a firm to be able to exchange data electronically directly with the utilities in the State, and is therefore a required element of this RFP. All Firms must be registered with the State of New Jersey as an Energy Consultant.

4. STAFFING

Describe your current staffing, including years of experience, areas of expertise, advanced training and any licenses or honors held by your staff that may be pertinent to your consideration for the award of a contract.

5. FEES

A stated price per kilowatt-hour of electric usage to be included in price offered by the winning Third Party Supplier. The proposal must include a comprehensive, all-inclusive listing of all fees for all services that MAY be required in the course of providing the required energy consulting services. Care should be taken to make sure that all fees are expressed in a manner that is understandable. All fees included in the proposal are not subject to modification or negotiation at any time.

6. FACILITIES

This section should address areas as outlined. Firms where all activities are performed at one location should leave this paragraph blank.

OFFICE LOCATIONS

For your Firm's facilities which are located closest to Essex County, New Jersey, provide:

- a. The location.
- b. Firm personnel assigned to this location.
- c. The activities of the Firm performed at this location.

For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office.

P R O P O S A L

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

The undersigned hereby submits the enclosed proposal for the Residential Aggregation Consulting Services.

The undersigned hereby undertakes and promises to serve as the Residential Energy Aggregation Consultant provider and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.

COMPANY
NAME

ADDRESS

DATE

TELEPHONE

BY

(Signature and Title of Officer of Company authorized to execute a contract)

PRINT
NAME

EMAIL

Proposal to be submitted with two copies.

BIDDER'S CHECK LIST

- * Business Registration Certification _____
- * Stockholders Disclosure Statement _____
- * Affirmative Action Compliance Notice _____
- * Iranian Disclosure Form _____
- * Non Collusion Affidavit _____
- * Addenda Acknowledgment _____
- * Insurance Acknowledgment _____
- * Proposal Form _____
- * Bid Deposit _____

Please provide two additional copies of entire bid package.

BUSINESS REGISTRATION CERTIFICATE

IMPORTANT NOTICE

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below and if necessary, complete the stockholder list below.

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

(Affiant)

(Print name & title of affiant) (Corporate Seal)

NOTARY PUBLIC

Sworn before me this ____ day of _____ 2021.

Signature of Notary Public
My Commission Expires:

SCHEDULE A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) -- N.J.A.C. 17:27 -- 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. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to 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.

(con't)

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, 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 & BEO 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.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.) No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ {If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A.10:5-31, *et seq.*, and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME:

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

WEST ORANGE REQUEST FOR PROPOSAL

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

- ☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

WEST ORANGE REQUEST FOR PROPOSAL

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

WEST ORANGE REQUEST FOR PROPOSAL

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than *the* recipient of the bid and will not be communicated *to any* person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

(Signature) _____

Subscribed and sworn to

Before me this day _____ of 20 _____

AFFIANT _____

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 _____

WEST ORANGE REQUEST FOR PROPOSAL

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

This form must be completed, signed and returned with RFP.

WEST ORANGE REQUEST FOR PROPOSAL

TOWNSHIP OF WEST ORANGE

NON CONFLICT OF INTEREST CERTIFICATION

**REQUEST FOR PROPOSAL
FOR
Residential Energy Aggregation Consultant**

The undersigned certifies to the Township of West Orange, County of Essex, State of New Jersey that in performing services to the Township he/she is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between him/her (or his/her firm) and the interests of the Township.

The undersigned certifies that he/she has made a search of his/her firm's client base and has executed this certification subsequent to such search.

The undersigned acknowledges this a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for proposal. I certify that the foregoing statements made by me are true and accurate to my personal knowledge; I am making this certification in good faith. I am aware that if any of the foregoing statements made by me are false, the Board is free to terminate any professional service agreement entered into with the undersigned and/or his or her firm.

Certifying Official:

PRINT NAME: _____

SIGNED BY: _____

TITLE: _____

DATE: _____