

**PUBLIC NOTICE FOR THE SOLICITATION OF REQUEST FOR PROPOSALS FOR
A UTILITY CREDIT AGREEMENT MADE AVAILABLE THROUGH REMOTE NET METERING
IN THE PUBLIC SERVICE ELECTRIC AND GAS SERVICE TERRITORY**

NOTICE IS HEREBY GIVEN that the Board of Education of the Borough of Haddonfield will utilize electronic procurement to receive proposals for a utility credit agreement for various utility accounts within the Haddonfield Public School District (“District”) and shall evaluate such proposals pursuant to competitive contracting under N.J.S.A. 40A:11-4.1(2) et seq.

The Board has designated Taurus Advisory Group LLC as the coordinator of tasks associated with this electronic procurement initiative. Interested parties may access the submission packet by contacting Nathan Burroughs or Tara Pasca at energydesk@taurusag.com or 855-557-3440 Monday through Friday during business hours, 9:00 a.m. to 5 p.m., or by visiting the District website: <https://boe.haddonfieldschools.org/bids-and-quotes/>.

Request for proposals (“RFP”) responses must be submitted electronically to Tara Pasca at energydesk@taurusag.com on or before **October 4 at 1:00 p.m. EST**, at which time the online reverse auction portion of the bid shall commence and run until **2:00 p.m. EST**. No late responses will be accepted.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Contracts will be awarded based on the most advantageous responses. The Board reserves the right to reject any or all responses.

REQUEST FOR PROPOSALS FOR A UTILITY CREDIT AGREEMENT MADE AVAILABLE THROUGH REMOTE NET METERING IN THE PSEG TERRITORY

Taurus Advisory Group LLC (Taurus) is facilitating this Request for Proposals (RFP) on behalf of the Board of Education of the Borough of Haddonfield (the Board) Public School District (the District). The Board is soliciting proposals for the provision of utility credits generated by a solar installation situated on property that is not owned or leased by the Board, per P.L. 2023, c. 190 – an Act concerning remote net metering and amending earlier remote net metering statutes. In addition to securing and selling to the Board such credits, the successful respondent must serve as liaison between the Board and the Local Distribution Company (LDC) in gaining all required approvals to receive such credits, ensure the proper and accurate assignment of credits to the District’s electric utility accounts, and assume all responsibility and liability for compliance with any and all statutes and regulations relevant to the provision of the products and services described herein.

Section 1 – General Information

1.1 Contacts

All questions regarding this RFP shall be directed by electronic mail to the District’s point person at Taurus Advisory Group, Nathan Burroughs. As further outlined in Section 2 of this RFP, questions are due by September 17, 2024. All questions and responses thereto will be posted on the District Website - <https://boe.haddonfieldschools.org/bids-and-quotes/> - by September 20, 2024. After this deadline, no questions will be answered, unless an Addendum to this RFP is issued. Submission packets shall be submitted via email to the Taurus submission manager, Tara Pasca by Tuesday, October 4, 2024 @ 1PM.

Nathan Burroughs
Taurus Advisory Group
nburroughs@taurusag.com
(908) 763-2077

Tara Pasca
Taurus Advisory Group
energydesk@taurusag.com
(855) 557-3440

1.2 Dates and Times

All times of day cited within this document are Eastern Standard Time (EST / prevailing time).

1.3 Terminology

- The following terms may all be used in reference to entities interested in submitting a proposal: Vendor, Respondent, Bidder, Contractor, Proposer

Section 2: Procurement Process

2.1 Electronic Procurement

This RFP is NOT a traditional sealed bid. As introduced in Section 1.1 above and authorized under the Local Unit Electronic Procurement Act - P.L. 2018, c. 156 - the Board is utilizing an electronic procurement process to facilitate this RFP. This process is comprised of three main parts:

- Test Bid Platform
 - All vendors who plan to bid must contact Tara Pasca on or before September 27 to set up access to the Taurus bid platform.
 - Respondents also need to test their ability to access the Taurus online auction platform by scheduling an appointment with Tara Pasca before October 3, 2024 @ 5:00 PM. The Board will ONLY review contract

pricing that is submitted through the online portal on October 4, 2024 between 1:00 PM and 2:00 PM.

- Email Submission Packet - Submit all documents and information required by this RFP (the Submission Packet) via email by Friday, October 4, 2024 @ 1:00 PM: energydesk@taurusag.com
- Participate in Auction
 - Respondents should NOT include a contract price in the submission packet.
 - All price offerings shall be submitted during the live online auction event, beginning Friday, October 4, 2024 @ 1:00 PM and closing Friday, October 4, 2024 @ 2:00 PM.
 - Vendors will not be able to bid if they have not tested the platform and turned in a submission packet.
 - Once the auction begins, Vendors will be able to see bid prices submitted by other Vendors in real time, but not their identity. Vendors may submit any number of bids during the allotted auction period, as long as such bids are lower than their own previously submitted bids.

2.2 Competitive Contracting

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.), which is considered a fair and open process under the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et seq.).

- Evaluation Committee: Proposals will be evaluated by a Board Committee in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received. Pursuant to N.J.A.C. 5:34-4.3 et seq., the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.

2.3 Procurement Schedule

The Schedule below contains all currently perceived deadlines and completion dates associated with the submission of proposals. The Board reserves the right to amend or otherwise alter this schedule and shall provide notice of such changes on the District Website: <https://boe.haddonfieldschools.org/bids-and-quotes/>.

- | | |
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| • Friday, September 6, 2024 | RFP Issuance |
| • Tuesday, September 17, 2024 | Deadline for questions |
| • Friday, September 20, 2024 | Q&A posted on District website |
| • Friday, September 27, 2024 | Deadline to set up bid platform access |
| • Thursday, October 3, 2024 @ 5PM | Deadline for testing auction platform |
| • Friday, October 4, 2024 @ 1PM | Submission Packet Due |
| • Friday, October 4, 2024 – 1PM to 2PM | Online Auction |

2.4 Addenda or Amendments to RFP

Subsequent to the issuance of this RFP, pursuant to N.J.S.A. 40A:11-23(c), the Board may issue addenda, amendments or answers to written inquiries. Those addenda will be posted at <https://boe.haddonfieldschools.org/bids-and-quotes/> and will constitute a part of the RFP. Such addenda may modify, supplement, or amend the provisions of this RFP as deemed necessary or appropriate by, and in the sole judgement of, the board.

It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement. If bidders obtain a bid/RFP from Taurus, it is their responsibility to check the District website prior to the deadline for submissions to see if addenda have been issued.

2.5 Rights of the Board

The Board reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the Board deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time and for any reason (at its sole discretion). If terminated, the Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.6 Cost of Proposal Preparation

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Board, its members, officials or employees for reimbursement for payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

Section 3: Additional Submission Details

3.1 Forms and Disclosures

Vendor is required to comply with the statutory requirements of the forms included in this RFP. Exclusion of any required form may be grounds for rejection of proposals.

3.2 Contract Form

All Respondents must provide a sample form of agreement that would be executed by the Board upon award of contract. It is agreed and understood that the successful Respondent shall be bound by all requirements and terms contained in this RFP, and that any language of the Respondent's form of agreement which conflicts with the provisions of this RFP shall be overridden by the terms and conditions of this RFP or otherwise amended by the Respondent prior to the Board's execution of Respondent's form of agreement.

3.3 Disposition of RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All proposals shall become the property of the Board and will not be returned.
- All proposals will become public information at the appropriate time, as determined by the Board (in the exercise of its sole discretion) in accordance with the law.

3.4 Open Public Records Act (OPRA) and Proprietary Information

Although item 3.3 indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders". Therefore prospective respondents who believe any of the information required by this submission should be categorized in this manner shall submit two (2) clearly marked versions of their submission packets. One version is to be a complete version to be used by the Board for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders." This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

3.5 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the Board or the award of a contract.

3.6 Entries on Required Forms

Respondents must utilize all of the forms provided in this RFP. Forms may not be recreated or reformatted. Any adjustments or redlining must be initialed in ink by the authorized person signing the proposal. Respondents understand that changes to the forms may be grounds for rejection of Proposals.

3.7 Familiarity with RFP Content

Respondent agrees that its Proposal is submitted on the basis of the specifications prepared by the Board and the associated statutes and requirements of all elements of the submission. Respondent accepts the obligation to become familiar with all specifications and abide by all associated.

3.8 Exceptions

Respondent must comply with the designated specifications. Any exceptions to specifications must be clearly specified and described in writing on a separate piece of paper identifying the section and paragraph of the specifications to which exception is taken. The Board reserves the right to reject any proposal that fails to note and specify exceptions or where exceptions noted and specified are found to be non-waivable by the Township.

3.9 Patents and Trademarks

In submitting its Proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its sole cost and expense, defend any and all actions or suits charging such infringements, and will save the Board harmless from any damages resulting from such infringement.

3.10 Prime Contractor Responsibilities

The selected Respondent will be required to assume sole responsibility for the complete effort as required by these specifications. Board will consider the selected firm to be the sole point of contact with regard to contractual matter.

3.11 Execution of the Contract

The Board expects the successful vendor to properly execute the contract and deliver to the Board the contract and any other documents as may be specified in this RFP within three (3) working days of Notice of Award. The Board will execute the contract and will return a fully executed copy to the successful firm(s).

Section 4: Submission Packet Format/Content

Proposals must address all information requested in this RFP. Proposals which in the judgment of the Committee fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain addition or deletions from requested information, or contain errors may be rejected.

Each submission packet shall be emailed to the appropriate inbox by the deadline posted herein. All submissions must be in PDF format and shall contain the following sections in the order listed and described below:

4.1 Title Page

Identify the title of the solicitation (see RFP notice, or page 1 of this document), Vendor's firm, name of Vendor's primary contact, address, telephone number, fax number, email address.

4.2 Declarations

- This section should include a statement on any judgements, claims, or suits pending or outstanding against Respondent and a statement answering whether Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last five (5) years.
- This section should include a statement that neither the Respondent's firm nor any individuals or entities assigned to this engagement are disbarred, suspended or otherwise prohibited from professional practice by any Federal, State, or local agency.

4.3 Qualifications

Respondent must demonstrate experience, qualifications, and subject knowledge by providing:

- a. A description of the Respondent's experience working with Local Distribution Companies (LDCs) and local governments to allocate utility credits generated from Remote Net Metering (RNM), specifically to municipal utility accounts. Describe any previously executed agreements with local governments to provide these products and/or services for municipal (non-residential) accounts. If you have facilitated or are in process of facilitating the assignment of RNM utility credits generated by a solar installation that is or will be constructed on property that is not owned or otherwise controlled by the entity receiving such credits, please make note of this.
- b. A description of your knowledge and understanding of the rules and regulations surrounding RNM, its application in the state of New Jersey; include any important developments, ambiguities, or other factors that may be relevant to the agreement that is solicited through this RFP. Wherever possible, substantiate your commentary with citations and references.
- c. Any other information the Respondent deems relevant; include any experience with RNM projects, and highlight your ability to meet timelines associated with the type of agreement solicited by this RFP.
- d. Explain the process by which Respondent will procure and subsequently provide the RNM utility credits to the District.

4.4 Form of Agreement

Please provide the form of agreement that the Board would be expected to execute if Respondent is awarded this contract. Do **not** include a contract price. Contract price per kilowatt hour (kWh) will be presented by all Proposers through the online auction. Document should reflect a clear understanding of the product and services requested by this solicitation, in addition to flexibility in consideration of the evolving regulatory environment. Per Item 3.2 of this RFP and the Board of Education of the Borough of Haddonfield Contract Rider (the Rider – Schedule 2), where terms and conditions included within the Respondent's agreement contradict those included within the Rider or any other section of this RFP, the language of the RFP (including the Rider) shall prevail and govern.

4.5 Financial Capability

Provide proof of bonding capacity or other financial mechanism sufficient to provide the products and services required by this RFP in the manner that Respondent intends to deliver them.

4.6 References

Respondent shall submit a minimum of 3 references, including name of entity served and contact information for a specific point of contact.

4.7 Resumes

Provide at least two resumes from personnel who will be assigned to this project.

4.8 Required Forms

See Schedule 1 through Schedule 9 and complete all required forms included therein. Proposals which in the judgement of the Board fail to meet the requirements of the RFP or which are in any way incomplete or obscure, contain errors or additions or deletions from requested information may be rejected.

Section 5: Products and Services

The Board seeks to purchase utility credits generated by a solar installation situated on property that is not owned or leased by the Board, per P.L. 2023, c. 190. This solicitation in no way represents the Board's intention to buy or lease land or to buy or lease a solar photovoltaic (PV) system. Nor does this solicitation explicitly commission the construction of a solar PV system. The board's only obligations – fiscal or otherwise - stemming from any agreement engaged pursuant to this RFP shall be to purchase from the successful vendor remote net metering utility credits (credits) to offset the cost of utility tariff components as described in this section of the RFP.

5.1 Product Specifications & Logistics

- 5.1.1** The Board shall pay to Vendor a contractually agreed fixed price over a 20-year term for the credits described herein. The price shall be allowed to escalate at an annual rate of 1%, with the first escalation to be applied one year after the first invoice for the provision of credits is generated (the flow date).
- 5.1.2** Credits shall be applied to four of the District's utility accounts and shall offset approximately 2,200,000 kWh of annual electricity consumption - anticipated monthly and annual volume specific to each account shall be conveyed to the successful Vendor after the award of contract.
- 5.1.3** In relation to the designated volume per account, credits shall be allocated by the utility to replace all tariff components that comprise electric supply cost within the LDC, in addition to the components of electric delivery cost that are charged by the LDC in kilowatt hours.
- 5.1.4** Each month, instead of paying the LDC charges for these tariff components associated with the designated volumes offset per account, the Board shall pay to the awarded Vendor the contractually agreed upon rate for such volumes, and the LDC shall allocate credits for such volumes.

5.2 Associated Services & Responsibilities

- 5.2.1** Vendor shall secure all approvals as may be necessary from regulatory bodies to facilitate the allocation of credits provided under this agreement and to ensure that accounts to be served by this agreement are correctly, accurately, and appropriately net metered by the utility.
- 5.2.2** Vendor shall bear all costs as necessary to secure any permits, land use agreements, interconnections; to purchase or install any equipment; and to pay any other cost that is required in order to procure and sell credits to the board.
- 5.2.3** Vendor is responsible to pay the consulting fee owed to Taurus for facilitating this RFP and serving as the Board's energy advisor, as detailed in the Rider (Schedule 2).
- 5.2.4** Vendor shall be available to provide assistance over the term of this agreement to answer questions and other general customer support functionality.

Section 6: Proposal Evaluation

6.1 Methodology

Submission Packet and Contract Price Bid (together, the Proposal) will be evaluated by a Committee assigned by the Board. Evaluators will score the Proposals and rank the Vendors. As part of the evaluation and at its sole discretion, the Board reserves the right to conduct interviews with respondents.

6.2 Scoring

Proposals shall be evaluated with consideration of the criteria listed below. Contract shall be awarded to the respondent with the highest total point value out of 100 possible points.

- **Experience of the Responding Firm (Maximum 40 Points)** – Previous experience in providing the services detailed in this RFP for local government entities. Respondent must provide references. Experience with Remote Net Metering (RNM) is essential. Greater consideration and higher points awarded for experience procuring and assigning credits for municipal accounts. Greater consideration and higher points awarded for experience procuring credits generated at a site not owned by the entity buying credits.

- **Ability to Provide the Services Sought (Maximum 30 Points)** – Must demonstrate ability to provide the product and services required by the Board. A list of current clients and similar engagements from the last two (2) calendar years must be provided. A sample form of agreement must be provided – agreements that display proposer’s grasp of product and services requested awarded greater consideration.
- **Compensation: Competitiveness of Cost Proposal (Maximum 25 Points)** – Points will be apportioned based on a scale of 1 to 10 based on the cost competitiveness of the services proposed to the Board based on the individual Respondent’s contract price as compared to other received bids.
- **Other Factors (Maximum 5 Points)** – Other factors to be demonstrated to be in the best interest of the Board (i.e., resumes, reputation, etc.)

6.3 Final Evaluation and Report of Committee

The Committee will prepare a report listing the names of all Vendors who submitted proposals, summarizing each proposal, ranking Vendors in order of evaluation score, recommending the selection of a Vendor, and indicating the reasons why the Vendor was selected.

6.4 Contract Award

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. (Competitive Contracting Law and Regulations). While the Board expects to finalize the agreement with the successful proposer according to the timeline presented in Section 3, the Board may determine to take the statutorily allotted sixty (60) days before voting to accept the proposal of any Vendor. Further, the proposal of any Vendor who consents thereto, may, at the request of the Board, be held for consideration for such longer periods as the Board and Vendor agree.

Section 7: Additional Terms and Conditions

The following are general terms and conditions, which may or may not be explained elsewhere in this RFP. The successful vendor shall be bound by all articles, items, riders, terms, and conditions put forth in this RFP, regardless of the language proposed within the successful vendor’s form of agreement.

7.1 Board’s Right to Reject

The Board reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items, or services in the Proposal should it be deemed in the best interest of the Board.

7.2 Board’s Right to Renegotiate or Terminate

As described in Section 5 and further in Schedule 2, the Board is proceeding with this RFP under specific assumptions regarding the tariff components to be replaced by the credits purchased hereby. Within 75 days after the award of contract pursuant to this RFP, the Vendor must provide documentation that clarifies the components to be offset. If no satisfactory proof is available, the Board shall be given the right to negotiate a lower rate or terminate the agreement.

7.3 Authorized Signatures

Acceptable means of executing the required documents include providing official electronic signatures and signing documents in ink to be scanned for submission. Qualification packets submitted by partnership must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

7.4 Affirmative Action Requirements

Vendors are required to comply with the provisions of N.J.S.A. 10:5-36 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contract, Exhibit A summarizes the full required regulatory text (See Schedule 7)

7.5 Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, NJAC shall remit a copy of its Business Registration Certificate to the Board no later than the execution of this Agreement.

7.6 Clarification of RFP

Should any difference arise as to the meaning or intent of this RFP, The Board's decision shall be final and conclusive.

7.7 Error in the RFP

Any vendor believing that there is an ambiguity, inconsistency, or error in the RFP shall promptly notify the contract person for this RFP.

7.8 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Vendor by submitting electronic notification to the RFP contact named herein. All such requests must be submitted by a person authorized to sign for the Vendor.

7.9 Compliance

Vendor(s) shall comply with all laws, ordinances, rules, regulations, requirements and directives of federal, state or municipal governments applicable to and affecting the product and services engaged, resultant from this RFP.

7.10 Operating Authority / Licensure

Vendor(s) represents that they have the requisite authority to bind itself to this Agreement and further represents that it has all necessary, certifications, and/or approvals from all authorities with jurisdiction over this Agreement to perform the duties contemplated herein and that no factual or legal circumstances are present to make its performance of this Agreement impossible or illegal.

SCHEDULE 1

RESPONDENT'S CHECKLIST – 1 page

Respondent should initial each item indicating that the document has been submitted.

1. _____ Respondent Proposal Checklist. See Schedule 1
2. _____ Rider. See Schedule 2
3. _____ Acknowledgement of Addenda. See Schedule 3
4. _____ Affidavit of Non-Collusion. See Schedule 4
5. _____ Statement of Ownership Disclosure, pursuant to N.J.S.A. 52:25-24.2. See Schedule 5
6. _____ Disclosure of Investment Activities in Iran. See Schedule 6
7. _____ Affirmative Action Compliance Notice. See Schedule 7
8. _____ Americans with Disabilities Act of 1990 Language. See Schedule 8
9. _____ Exceptions to Specifications. See Schedule 9
10. _____ Provide a list and copies of all appropriate Federal and State licenses to perform activities listed in RFP, See Section 7.10
11. _____ Form of Agreement. See Section 4.4
12. _____ Financial Capacity. See Section 4.5
13. _____ References. See Section 4.6
14. _____ Resumes. See Section 4.7

If awarded the contract, the successful respondent will be required to submit evidence of affirmative action compliance, business registration documentation, and business registration certificate for the respondent. Accordingly, respondents may, but are not required to, submit these documents with their submissions as well.

(Vendor)

BY: _____
(Authorized Signature)

(Printed Name)

(Title)

SCHEDULE 2

Board of Education of the Borough of Haddonfield Contract Rider

This Board of Education of the Borough of Haddonfield Contract Rider (hereafter “Rider”) is attached to and made part of the Agreement between _____, having an address at _____, (hereafter “Supplier” or “Vendor”), and the Board of Education of the Borough of Haddonfield, a political subdivision of the State of New Jersey, having its principal offices at 1 Lincoln Ave, Haddonfield NJ 08033 (hereafter “Customer”). On this ___ day of _____ 2024, the Parties hereby agree that in the event of conflict between any terms and conditions of the Vendor’s utility supply document(s) and the terms and conditions outlined in this Rider and anywhere in the Customer’s RFP, then the language, terms and conditions of the Rider and the Customer’s RFP shall prevail and govern any relevant matter within “the Agreement,” as follows:

1. **Billing:** Supplier will invoice the Customer directly, and the Customer will receive one summary invoice per billing cycle with a 45-day payment term. At minimum, the invoice shall include the volume of credits per account for which the Customer is billed, the price/kWh charged by the vendor, the total amount owed to the vendor per account, and the total owed per invoice.
2. **Adding/Deleting Accounts:** Customer shall be permitted to delete or add accounts to this Agreement according to regulatory guidelines. Neither additions nor deletions shall change the contract price.
3. **Closing of Accounts/Facilities:** In the event where the majority of Customer volume served by the Agreement is scheduled to permanently go offline, Customer shall make every effort to provide Vendor with at least 12 months’ lead time in order to avoid financial loss on the part of the Vendor. Customer shall not be liable to pay for volumes procured by Vendor when providing Vendor with adequate lead time to re-allocate credits.
4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, applicable to contracts made and to be performed therein.
5. **OPRA:** Pursuant to the Open Public Records Act, N.J.S.A. 47:A-1.1 et seq. (“OPRA”), It will be the responsibility of the Vendor to defend a position of confidentiality in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if the contract documents are requested pursuant to OPRA.
6. **Retention of Records:** Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), the Vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
7. **Entire Agreement:** The Vendor’s utility credit supply documentation, this Rider, the Customer’s Request for Proposals, any Addenda issued by the Customer and Vendor’s response to same, together all represent the entire agreement between the Parties and shall run concurrently unless otherwise specified in the Agreement. In case of any conflicting language, terms and conditions existing between the Vendor’s credit supply documents and the Customer’s requirements - as outlined in this rider, the RFP and/or addenda and Vendor’s response thereto – the Customer’s requirements shall prevail.

8. Timeline for Delivery:

(a) First Milestone - Within 75 days of the original contract execution date, Supplier must provide Customer with documentation from a regulatory source verifying the tariff components to be offset by the remote net metered utility credits. At its discretion, customer may negotiate a lower contract price or terminate the agreement with no penalty or any other liability whatsoever if such documentation is not sufficient to demonstrate that the price paid to the vendor for the credits shall replace all tariff components of electric supply and the delivery components charged by the LDC in kilowatt hours.

(b) Second Milestone – Vendor shall provide Customer with regular quarterly updates on progress toward delivery of the product. If vendor is unable to provide documentation of progress toward delivery of the product within twelve (12) months after original contract award date, Customer may terminate the agreement with no penalty or any other liability whatsoever.

(c) Final Milestone – If accounts to be served by this agreement are not receiving credits within thirty-six (36) months of the original contract execution date, Customer may re-negotiate a lower contract price or terminate the agreement with no penalty or any other liability whatsoever.

9. **Indemnification:** The Vendor, if awarded the contract, agrees to protect, defend and hold harmless the Board and its respective officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney’s fees, that are in any way connected to Vendor’s provision of the product and services resultant from this RFP.

10. **Retention of Records:** Pursuant to N.J.A.C. 17:44-2.2, Vendor(s) shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

11. **No Agency / Partnership:** The awarding of a contract for the products and services requested herein shall neither make nor appoint a Vendor as an agent of the Board, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither the Vendor nor any authorized person providing the services agreed to herein be or shall be considered Board employees. Vendor(s) shall at all times be an independent contractor while this Agreement remains in effect.

12. **Consultant’s Fee:** Vendor agrees to pay the Board’s energy procurement consultant, Taurus Advisory Group LLC (Taurus), a transactional fee equivalent to \$0.002/kWh for the credit volume procured under this Agreement. The vendor shall execute a separate agreement directly with Taurus to memorialize such payment.

13. **Assignment:** Vendor shall not assign or transfer any of its rights under this Agreement without the Board’s prior written consent. Said consent shall not be unreasonably withheld or delayed. It is understood by all parties that if, during the term of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) of the business concern will be required to submit all documentation/legal instruments that were required in the original bid/Contract. If such documentation is not provided, the Board may terminate the Contract upon thirty (30) days’ written notice.

IN WITNESS WHEREOF, this Rider is entered into and made effective as of the date first written above:

Haddonfield Borough School District

SUPPLIER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**SCHEDULE 3
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**Addendum No., Title of Notice or
Title of Revision**

Date Received

IF NO ADDENDA WERE RECEIVED, PLACE A CHECK MARK BELOW:

No addenda were received

Witness:

(Respondent)

(Signature)

By: _____
(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

SCHEDULE 4
AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at

_____ in the City/Town/Board/Borough of _____, and State of _____, of full age, being duly sworn according to law upon my oath depose and say:

1. I am the _____ of the firm of _____, the bidder making the bid for the Board of Education of the Borough of Haddonfield (“Board”) project, services and/or material bid, and I executed the Bid Proposal Form with full authority to do so; and I state that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project and/or material bid, and that all statements contained in the bid and in this Affidavit are true and correct, and made with full knowledge that the Board relies upon the truth of the statements contained in the Bid Documents completed and submitted by the bidder, and in the statements contained in this Affidavit, in awarding the contract for the said project, services and/or material bid.
2. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Signature of Affiant)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Printed Name)

NOTARY PUBLIC

(Title)

SCHEDULE 5

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Board** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Board** to notify the **Board** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

SCHEDULE 6
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

(SEE ATTACHED)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Title: _____ **Respondent/Bidder:** _____

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 identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, C. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed** on the N.J. Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in 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 bidding person/entity, or one if its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PHOTOCOPY THIS FORM.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror 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 Board 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 Board to notify the Board 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 Board and that the Board at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name(Print): _____ Signature: _____

Title: _____ Date: _____

SCHEDULE 7

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All goods, professional service and general service contracts are required to submit evidence of appropriate affirmative action compliance to the Board and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Board files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Board, prior to the execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Board and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a copy of such approval.

-OR-

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C 17:27-4 or 4.3 The vendor must provide a copy of the Certificate to the Board as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificate must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a copy of such certificate.

-OR-

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Board. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website http://www.state.nj.us/treasury/contract_compliance/.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

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

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

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

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

Print Name

Signature

Company Name

Date

SCHEDULE 9

EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below and are part of this proposal. Each Exception is to include page number, item # and description as they are referred to in the specifications. The respondent shall use additional paper as necessary; however the same format shall be used. Please replicate this page if additional exceptions are noted.

Page# _____ Item# _____

Specification Header/Topic: _____

Exception Explanation:

Page# _____ Item# _____

Specification Header/Topic: _____

Exception Explanation: