
RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

State of New Jersey, Board of Public Utilities, Office of Clean Energy

Request or Proposals No # 1870

TO OBTAIN MARKET ASSESSMENT SERVICES
TO CHARACTERIZE THE OPPORTUNITIES FOR
ENERGY EFFICIENCY AND RENEWABLE ENERGY
TO BE FUNDED BY THE
NEW JERSEY CLEAN ENERGY PROGRAM

December 20, 2011

TABLE OF CONTENTS

<u>1. INTRODUCTION</u>	1
1.1 THE REQUEST FOR RFP PACKAGE	2
1.2 QUESTIONS REGARDING THE RFP.....	3
1.3 PROPOSAL TIMELINE	3
<u>2. UNIVERSITY OVERVIEW</u>	3
2.1 BACKGROUND.....	4
2.2 DESCRIPTION OF THE OCE AND NJCEP	6
<u>3. DEFINITIONS</u>	8
3.1 CONTRACT SPECIFIC DEFINITIONS	10
<u>4. SCOPE OF SERVICES (WORK)</u>	14
4.1 PROJECT OBJECTIVES	15
4.2 MARKET ASSESSMENT (MARKET POTENTIAL STUDIES).....	16
4.3 DRAFT REPORTS	18
4.4 EXIT CONFERENCES	18
4.5 FINAL REPORTS.....	18
4.6 WORK PAPERS.....	18
4.7 SUBMISSION CRITERIA	19
4.8 REVIEW PREVIOUS STUDIES.....	2120
4.9 CONTRACTOR RESPONSIBILITIES	21
4.10 KICK-OFF MEETING	21
4.11 TELECONFERENCES	2224

4.12	MONTHLY PROGRESS REPORTS	22
4.13	MEETINGS	23
4.14	BPU CONTRACT MANAGER.....	23
4.15	APPROACH TO EVALUATION REPORT (WORK PLAN)	2423
4.16	COORDINATE WITH OTHER NATIONAL/REGIONAL EVALUATION ACTIVITIES	25
4.17	REVIEW PREVIOUS STUDIES	2625
4.18	A. WHAT TO EXPECT FROM CEEEP	26
5.	<u>PROPOSAL PREPARATION, SUBMISSION INSTRUCTIONS, CONDITIONS,</u>	26
5.1	PROPOSAL MUST ARRIVE ON TIME	27
5.2	INSTRUCTIONS AND CONDITIONS OF PROPOSAL	27
5.3	ADDENDA AND ACKNOWLEDGEMENT	27
5.4	PROPOSALS ARE PREPARED AT VENDOR’S EXPENSE	27
5.5	PROPOSALS WILL BELONG TO UNIVERSITY	2827
5.6	VALIDITY OF PROPOSAL	2827
5.7	CONFIDENTIALITY	2827
5.8	REPRESENTATION OF ABILITY TO PERFORM.....	28
5.9	ERRORS AND OMISSIONS.....	28
5.10	APPLICABLE LAWS.....	28
5.11	REJECTION OF PROPOSALS	28
5.12	RIGHT TO CANCEL OR REVISE	2928
5.13	PROPOSAL WITHDRAWAL	2928
5.14	PROPOSAL REVIEW AND SELECTION CRITERIA	2928
6.	<u>CONTRACTUAL TERMS AND CONDITIONS.....</u>	3029
6.1	DEFINITIONS.....	30
6.2	ACCEPTANCE	31

6.3	DELIVERY AND TITLE.....	31
6.4	PAYMENT	3231
6.5	EXTRA CHARGES	3231
6.6	ROUTING	32
6.7	WARRANTIES.....	32
6.8	INDEMNIFICATION.....	3332
6.9	LIMITATION ON DAMAGES.....	33
6.10	CHANGES	33
6.11	SUSPENSION OR INTERRUPTION OF WORK	3433
6.12	TERMINATION	3433
6.13	CONFLICTS; ERRORS; OMISSIONS.....	3534
6.14	INSPECTION AND TESTS	3534
6.15	JOB COST ACCOUNTS AND INFORMATION, AUDITS	35
6.16	INSURANCE	3635
6.17	TAXES	3635
6.18	CONFIDENTIAL/PROPRIETARY INFORMATION.....	3635
6.19	INTELLECTUAL PROPERTY RIGHTS.....	36
6.20	PUBLICITY	37
6.21	FORCE MAJEURE	37
6.22	ASSIGNMENT.....	3837
6.23	PROTECTION OF PROPERTY AND PERSONS	38
6.24	ENVIRONMENTAL COMPLIANCE.....	38
6.25	KEY PERSONNEL	3938
6.26	BUYER’S PERFORMANCE OF VENDOR’S OBLIGATIONS.....	39
6.27	MBE/WBE.....	39
6.28	NOTICES	4039

6.29	INDEPENDENT CONTRACTOR	4039
6.30	PRIORITY OF DOCUMENTS.....	4039
6.31	SEVERABILITY	40
6.32	SURVIVAL	40
6.33	LAWS; CODES; RULES; REGULATIONS	4140
6.34	NON-DISCRIMINATION IN EMPLOYMENT	4140
6.35	NO CONTINGENT FEE WARRANTY	41
6.36	GOVERNING LAW; JURISDICTION.....	4241
6.37	NON-WAIVER.....	4241
6.38	ENTIRE AGREEMENT.....	4241
6.39	SALE OF VENDOR’S BUSINESS	42
<u>APPENDIX A: PREVIOUS EVALUATION PLANS AND STUDIES.....</u>		<u>42</u>

1. INTRODUCTION

This Request for Proposal (RFP) is issued by Rutgers University Purchasing Department (“Rutgers”), on behalf of the State of New Jersey, Board of Public Utilities (BPU), and the Office of Clean Energy (OCE).

The BPU is seeking one or more qualified Contractor(s) to characterize the New Jersey market for energy efficiency and renewable energy and to identify opportunities to enhance the deployment and market pull of energy efficiency and renewable energy technologies in accordance with the scope of work, service requirements, and terms and conditions set forth in this RFP. The project will have two main objectives:

1. Identify markets suitable to address with energy efficiency programs.
2. Identify opportunities to encourage the development of selected renewable energy sources.

Provide information that will assist the BPU in determining what programs to fund and the level of funding for the years 2013 – 2016

The following market segments will be examined:

- Residential (new construction, existing construction, low income)
- Commercial (new construction, existing construction)
- Multi-family (new construction, existing construction, low income, owner occupied, rental)
- Industrial

The market assessment for energy efficiency and renewable energy is to focus on:

- Technology penetration (sales, market share, number of installations, etc.)
- Industry practices
- Market potential (technical, economic, market)
- Infrastructure (supporting technology supply, installation, and maintenance)
- Barriers to market based development of resources and market “transformability”
- Projected energy savings potential based on synthesis of load data and prior research should be used to characterize market potential
- Identification of key strategic opportunities which may suggest specific markets or program priorities (e.g., economic development, environmental, equity)

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- Opportunities for financing programs as an alternative to traditional rebate programs

The expected services are described in the Section on Scope of Work.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. A major factor in determining which bidder is most advantageous will be the quality of the bidder's plan to achieve the program evaluation goals and objectives as set forth in this RFP. Each bidder's bid proposal will be evaluated as specified in Section 5.14. The General Approach and Plans will be evaluated in accordance with Section 4.1 (Project Objectives). The bidder's prices will be ranked in accordance with Section 5.14. The combination of each bidder's General Approach and Plans and the bidder's prices will then be evaluated together and compared to all the other bidder's approach and prices. From that evaluation, the evaluation committee will determine that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

The BPU may engage one contractor for the entire project or (1) one contractor to assess energy efficiency opportunities, and (2) one to assess renewable energy opportunities. Bidders may bid on either or both of these subgroups. Bidders must submit separate Statements of Work, Schedules, Organizational Charts, and Cost Proposals for each subgroup. If you plan to bid on more than one subgroup and can offer cost reductions and economies of scale, please provide this as an option and include it in the Cost Proposal, labeled "Cost Proposal for Multiple Programs". The total budget for the entire project (both subgroups (1) and (2) is not to exceed \$280,000.

It is the intent of this RFP is that all work be completed by June 30, 2012.

1.1 The Request for RFP Package

The documents included in this RFP package are delineated in Table 1: RFP Contents. Bidders are strongly encouraged to carefully read the information contained in this RFP package to ensure compliance and submit a complete response to all requirements, specifications and questions as directed. It is the bidder's responsibility to immediately notify the buyer listed in Section 1.2: Interpretation of Requirements and Inquiries if any of the following documents are missing from the RFP package.

Table 1: RFP Contents

Request For Proposal Document

Exhibit 1 - N.J.P.L.1977, C. 33. (Declaration of Ownership) duly executed by the bidder.
Exhibit 2 - N.J.P.L 1975, C.127. Mandatory Affirmative Action Language
Exhibit 3 - Non-Collusion Statement duly executed by the bidder (must be notarized).
Exhibit 4 - Insurance
Appendix A- Previous Evaluation and Studies
Reference Sheet
Directions to the Rutgers University Purchasing Department
Pre-Proposal Conference Calls Outline And Guidelines

1.2 Questions Regarding The RFP

All questions regarding this RFP are to be submitted in writing on or before January 6, 2012 by 2:00 PM and emailed to: Kathryn Kuhnert at kuhnert@rci.rutgers.edu. Bidders will receive written answers in questions by January 11, 2012 at 2:00PM.

1.3 Proposal Timeline

As discussed in more detail below, the Board of Public Utilities will be commencing a proceeding in the near future to examine the appropriate level of funding level for energy efficiency and renewable energy programs and the programs to be funded over the next four years. The selected Contractor(s) will deliver a final report by that will be utilized in this proceeding.

The following expedited schedule will be followed to allow the selected Contractor(s) to commence work as soon as practicable:

RFP issued on	December 20, 2011
Written questions due no later than	January 6, 2012
Responses are due no later than	January 23, 2012
Selection of Contractor(s)	January 30, 2012

2. UNIVERSITY OVERVIEW

Rutgers, The State University of New Jersey was first chartered in 1766 as “Queens College in New Jersey,” one of the nation’s nine colonial colleges. Today, Rutgers consists of 29 degree-granting schools offering liberal arts and sciences and professional programs on campuses in New Brunswick, Piscataway, Newark and Camden as well as continuing education services in many other communities throughout the state. Rutgers was designated New Jersey’s land-grant college in 1864 and today provides educational programs in all 21 counties. The college became a university in 1924 and was designated “State University of New Jersey” through legislative acts in 1945 and 1956. In 1989, Rutgers was invited to join the Association of American Universities.

Dedicated to a threefold mission, Rutgers is equally committed to excellence in teaching, scholarship, and public services. It is a vibrant and diverse community of over 50,000 students, about 5,000 in Camden, nearly 10,000 in Newark, and over 35,000 in New Brunswick. Rutgers is comprised of 29 undergraduate colleges and graduate and professional schools, as well as over 130 specialized research institutes.

In the short span of the last forty years, Rutgers has risen into the ranks of the most prestigious educational institutions. Today, Rutgers thrives as a cohesive academic community, capitalizing on its collective strengths and building synergies across disciplines and campuses that will benefit students, faculty, and residents in every corner of New Jersey. For more information about Rutgers, visit our website at <http://www.rutgers.edu>.

2.1 Background

On February 9, 1999, the Electric Discount and Energy Competition Act (“EDECA”) was signed into law. EDECA established requirements to advance energy efficiency and renewable energy in New Jersey through the societal benefits charge (“SBC”). EDECA further empowered the Board to initiate a proceeding and cause to be undertaken a comprehensive resource analysis (“CRA”) of energy programs, which is currently referred to as the comprehensive energy efficiency (“EE”) and renewable energy (“RE”) resource analysis. After notice, opportunity for public comment, public hearing, and consultation with the New Jersey Department of Environmental Protection (“DEP”), within eight months of initiating the proceeding and every four years thereafter, the Board determines the appropriate level of funding for EE and Class I RE programs that provide environmental benefits above and beyond those provided by standard offer or similar programs in effect as of February 9, 1999. These programs are now called New Jersey's Clean Energy Program (the “NJCEP”).

As required by EDECA, in 1999, the Board initiated its first comprehensive EE and RE resource analysis proceeding. At the conclusion of this proceeding, the Board issued its initial order, dated March 9, 2001, Docket Nos. EX99050347 *et seq.* (“CRA I Order”). The CRA I Order set funding levels for the years 2001 through 2003, established the programs to be funded, and approved budgets for those programs. By Order dated December 22, 2003, in Docket No. EO02120955, the Board established the 2004 funding level.

By Order dated May 7, 2004, Docket Nos. EX03110946 and EX04040276, the Board initiated its second comprehensive EE and RE resource analysis proceeding and established a procedural schedule for the determination of the funding levels, allocations and programs for the years 2005 through 2008. By Order dated December 23, 2004 (the “CRA II Order”), Docket No. EX04040276, the Board concluded its proceeding, set funding levels for the years 2005 through 2008, and approved 2005 programs and budgets. The Board approved funding levels of \$140 million for 2005, \$165 million for 2006, \$205 million for 2007, and \$235 million for 2008.

By Order dated April 27, 2007, Docket No. EO07030203, the Board directed the OCE to initiate a third comprehensive EE and RE resource analysis proceeding and to schedule public hearings on program funding and funding allocations for the years 2009 through 2012. By Order dated September 30, 2008 (the “CRA III Order”), Docket No. EO07030203, the Board concluded this proceeding and set funding levels of \$245 million for 2009, \$269 million for 2010, \$319.5 million for 2011, and \$379 million for 2012.

In 2004 KEMA, Inc. performed an EE market potential study and Navigant Consulting Inc. performed an RE market potential study to support the Board’s second CRA proceeding. In 2008, Rutgers Center for Energy, Economic and Environmental Policy and Applied Energy Group prepared an update of these studies to support the Board’s third CRA proceeding. These studies are available at:

<http://www.njcleanenergy.com/main/public-reports-and-library/market-analysis-protocols/market-analysis-baseline-studies/market-po>

By Order dated September 21, 2011, Docket No. EO11050324V, the Board directed the OCE to initiate a CRA proceeding for the years 2013 through 2016. The main purpose of the services requested herein is to provide research based data to inform the Board’s decision regarding the

appropriate funding levels and programs to be funded in the years 2013-2016. The Board order can be found by copying and pasting the link below:

<http://www.njcleanenergy.com/files/file/2013-2016%20CRA.pdf>

The OCE anticipates that the Board will initiate its fourth CRA in September 2011. At the conclusion of this proceeding the Board will establish funding levels for the years 2013-2016 and determine the programs to be funded. The main purpose of the services requested herein is to provide research based data to inform the Board's decision regarding the appropriate funding levels and programs to be funded in the years 2013-2016.

The State has established goals for solar and off shore wind capacity. Therefore, the Board is requesting that the RE component of the market potential study requested herein be performed at a very high level, primarily updating previous studies as opposed to performing original research.

2.2 Description of the OCE and NJCEP

The OCE is dedicated to making New Jersey a clean energy leader through the advancement and use of energy efficient and renewable energy technologies. New Jersey's Clean Energy Program (NJCEP) is a statewide program designed to help all classes of ratepayers reduce energy use, lower costs and protect the environment. The program is administered by the OCE. It provides education, information, and financial incentives for renewable energy systems and energy efficiency measures including combined heat and power generation. Funding is provided through the Societal Benefits Charge (SBC), which is paid by customers of the State's investor owned electric and gas utilities and includes contributions to a "Clean Energy Trust Fund". The BPU established the OCE to administer this fund.

Prior to 2007, the programs were managed by the State's seven natural gas and electric utilities. In 2007, management of the Residential EE and RE programs was transitioned from the utilities to Honeywell and management of the C&I EE programs was transitioned to TRC. Additional programs are managed by the OCE in conjunction with the New Jersey Economic Development Authority (EDA) and other entities. Descriptions of the programs managed by the OCE, Honeywell and TRC as well as 2011 program budgets can be found at:

<http://www.njcleanenergy.com/filings#2011>

In 2009 the BPU approved the filings of several utilities that provide for the delivery of additional EE and RE programs. Specifically, the BPU approved the filings of Public Service Electric and Gas (PSE&G), New Jersey Natural Gas (NJN), South Jersey Gas (SJG), Elizabethtown Gas (Etown) and Rockland Electric Company (RECO). While each utility has a specific set of approved programs, the utility programs generally complement or supplement the NJCEP energy efficiency programs and the utilities coordinate the delivery of the programs with the OCE, Honeywell and TRC. Descriptions of the programs offered by these utilities can be found at:

<http://nj.gov/bpu/agenda/announcements/stimulus.html>

Rutgers University's Center for Energy, Economic and Environmental Policy (CEEER) has been engaged by the BPU to manage and in some cases conduct evaluations of activities funded by NJCEP. Applied Energy Group (AEG) has been engaged by the BPU to serve as the NJCEP Program Coordinator. Services provided by AEG include support of the program evaluation activities. CEEER and AEG will assist in the evaluation of proposals submitted pursuant to this RFP and will perform the duties of BPU Contract Manager as set out in Section 5.2 below.

The market assessments will build upon evaluation studies that address New Jersey markets. Appendix A summarizes evaluation studies for New Jersey that were performed to support many of the existing programs. These studies are available at:

<http://njcleanenergy.com/main/public-reports-and-library/market-analysis-protocols/market-analysis-baseline-studies/market-an>

CEEER has prepared an NJCEP evaluation plan that sets out specific studies to be performed over the next two years and explains the roles of the various entities in overseeing evaluation activities. The final 2010-2011 Evaluation and Research Plan is available at:

<http://njcleanenergy.com/files/file/Library/2010%20evaluation%20plan%20final%201-26-10.pdf>

The BPU is in the process of considering an alternative administrative structure for the delivery of the programs which may include transitioning the delivery of some of the programs to an Energy Efficiency Utility or other delivery mechanisms. The BPU is also considering alternative financing mechanisms that can be utilized to support the programs. The OCE issued a White Paper dated November 4, 2010 that discusses the changes under consideration which can be found at:

<http://www.njcleanenergy.com/filings>

In June 2011 the State issued a Draft Energy Master Plan (EMP). The Draft EMP establishes goals for certain EE, distributed generation and RE technologies. The Board will consider the EMP in developing future funding levels and programs. The Draft EMP can be found at:

<http://nj.gov/emp/docs/pdf/2011%20Draft%20Energy%20Master%20Plan.pdf>

The market potential studies requested in this RFP should be performed in a manner that supports the BPU's transition to a new administrative structure and takes into consideration alternative financing options.

3. DEFINITIONS

The following definitions are provided for the convenience of the reader. Reference should be made to the applicable statute or regulation for the precise definition.

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

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

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by Rutgers University’s Purchasing Department.

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

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

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Evaluation Committee – A committee comprised of representatives from CEEEP, BPU and University Procurement Services established to review and evaluate bid proposals submitted in response to this RFP.

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

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

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

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

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

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

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which Rutgers has issued this RFP and will enter into a contract.

3.1 Contract Specific Definitions

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

BPU Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Section 8.0.

C&I Construction Program – A program that provides incentives for commercial and industrial customers to install high efficiency lighting and equipment and to design and construct energy efficient buildings, both new and retrofit.

Center for Energy, Economic & Environmental Policy (CEEEP) – An entity within Rutgers University’s Edward J. Bloustein School of Planning and Public Policy engaged by the Board to manage the NJ Clean Energy Program evaluation and research efforts.

Clean Energy Program – Established in the Board Order dated December 22, 2003, the New Jersey Board of Public Utilities program for advancing and promoting energy efficiency and renewable energy programs. The program is designed to provide environmental, economic and energy benefits to New Jersey. The program developed from the Comprehensive Resource Assessment (CRA) referenced below.

Commercial and Industrial (C&I) Energy Efficiency Program – Any NJCEP that targets commercial and industrial customers of the State’s investor owned electric and natural gas utilities.

Compliance Filing – A program plan that the Board may require from program managers which the Board or the OCE may accept in full or with modifications or may reject.

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

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

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

Customer On-site Renewable Energy Program (CORE) – Program that provides rebates to customers that install eligible renewable energy systems that supply electricity to their home or business.

DEP – The New Jersey Department of Environmental Protection.

DSM - Demand-side Management.

EDA – The New Jersey Economic Development Authority.

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

Energy - Electric energy measured in kilowatt hours (kWh) or natural gas energy measured in therms.

Energy Star Products Program – A program that provides customers, retailers, distributors and manufacturers with incentives to manufacture, distribute, buy and sell Energy Star products.

Incentive – Rebates, payments to customers for design support or technical support.

KW – Kilowatt; a measure of electric capacity. A Kilowatt is unit of power equal to one thousand watts.

KWh – Kilowatt-hour; a measure of electric usage. A unit of electric power consumption indicating the total energy developed by a power of one kilowatt acting for one hour (see KW).

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

Market Transformation – Market transformation is achieved when the energy efficiency goals of NJCEP are reached such that the purchase of an energy efficiency technology becomes the standard purchasing practice in New Jersey without the need for rebates or incentives.

MOA – The Memorandum of Agreement executed May 5, 2004 with Addendum No. 1 among the OCE and the seven (7) electric and gas public utilities of the State of New Jersey.

MW – Megawatt; a measure of electric capacity. A Megawatt is a unit of power equal to one million watts.

NJ Clean Energy Trust Fund – Trust Fund established for funds collected by the electric and gas utilities (see Societal Benefits Charge) managed by New Jersey Department of the Treasury, Division of Administration, Office of Fiscal and Resources.

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

Prescriptive Measures – Prescriptive measures include all measures for which a specific rebate level is identified in the program description.

Program Managers – The contractors responsible for the function of managing and implementing Clean Energy Programs.

Rebate – A payment to a customer that installs qualified energy efficiency or renewable energy measures.

Renewable Energy Business Financing Program – Program that provides recoverable grants to for research, business development and technology demonstrations that advance the delivery of renewable energy systems to the marketplace.

Renewable Energy Program – Any New Jersey Clean Energy Program that provides incentives for the installation of facilities that generate electricity using renewable resources or promotes the development of a New Jersey-based renewable energy business.

Renewable Energy Projects Grants and Financing Program – A program that provides grants and financing to large scale grid connected renewable energy projects.

Residential Energy Efficiency Program – Any New Jersey’s Clean Energy Program that targets residential customers of the State’s investor owned electric and natural gas utilities.

Residential HVAC Program – A program that provides residential customers with incentives to purchase high efficiency heating and air conditioning equipment.

Residential New Construction Program – A program that provides builders with incentives to construct new homes that meet New Jersey Energy Star Home standards

Societal Benefits Charge – In accordance with N.J.S.A. 48:3-60(a)(3) et seq., each electric and gas public utility collect funding for programs approved under the NJCEP through a societal benefits charge (“SBC”). The SBC is a non-bypassable distribution charge imposed on all electric and gas utility customers as appropriate in accordance with N.J.S.A. 48:3-60(a)(3) et seq.

Supplier – Company or individual that supplies products or services used by NJCEP.

T&D - Transmission and distribution.

Therm– A measure of natural gas usage equal to 100,000 BTU’s.

4. SCOPE OF SERVICES (WORK)

This RFP consists of two distinct evaluation activities including:

- Perform an EE market potential study
- Perform a high level RE market potential study on select technologies

Each of these specific evaluation activities is described in more detail below. A detailed timeline for the project is below:

RFP Issue	December 20, 2011
RFP Questions due	January 6, 2012
Proposals Due	January 23, 2012
Notification of Selected Vendor	January 30, 2012
Contract Kickoff Meeting	February 6, 2012
Project Work Plan Due	February 27, 2012
Final Report Due	June 30, 2012

4.1 Project Objectives

The principal objective of the project is to identify and characterize market opportunities for publicly funded energy efficiency and renewable energy programs using quantified and documented support to the maximum extent practicable.

This project will inform the Board, the Office of Clean Energy, and other parties to the upcoming CRA proceeding, specifically with respect to the following questions that should be applied to a) Class I Renewable Energy Markets, b) Residential Energy Efficiency Markets, and c) Commercial/Industrial Energy Efficiency Markets:

1. What resources and opportunities are available?
2. What is the size and status of each potential resource and opportunity in New Jersey?
3. What are the barriers to market-based development of each resource or opportunity?
4. What information is still needed concerning each resource or opportunity?
5. What are the costs and benefits of pursuing a particular resource or opportunity?
6. What technologies need financial or other forms of assistance?
7. What methodology/approach should be employed to select/prioritize and allocate funds to Class I renewable projects/programs?
 - a. To what extent should there be even distribution of funds to Class I solar, photovoltaic, fuel cells, biomass facilities, methane gas, geothermal technologies and any other Class I renewable energy programs?

-
- b. What are the current pending federal renewable programs which are only partially funded by the federal government and thus need further funding?
 - c. What are the current federal programs for renewables in New Jersey, which are currently fully funded?
 - d. What new federal renewable programs are on the horizon and how are they expected to be funded?
 - e. What renewable programs are currently being implemented in other states?

Given the short timeframe for this project, the selected Contractor(s) is expected to utilize information from previous relevant national, regional, and New Jersey market assessments and baseline studies and update as necessary. A summary of the market assessments and baseline studies that have been performed regarding the New Jersey market are attached as Appendix A.

4.2 Market Assessment (Market Potential Studies)

The Contractor(s) shall perform a market assessment for energy efficiency and select renewable technologies that support answering the questions in Section 4.1 above by characterizing:

- Technology penetration (sales, market share, number of installations, installed capacity, etc.);
- Industry practices (assessment of market values, installation & maintenance practices, and resources and opportunities);
- Market potential (what are the costs and benefits of pursuing a particular resource or opportunity without program support?);
- Infrastructure (number of agents supporting technology supply, installation, and maintenance, maturity of industry, quality assurance practices, industry organizations, etc.); and,
- Barriers to market based development of resources and market “transformability” (including recommended metrics)

For each assessment, identify information still needed concerning each resource or opportunity and the approach to focus the assessment to New Jersey and other competing markets in the region.

characterizations should address the following energy efficiency technologies for the residential and commercial/industrial markets and the following renewable energy technologies:

Residential Energy Efficiency	Commercial and Industrial Energy Efficiency	Renewable and Clean Technologies
<ul style="list-style-type: none"> • HVAC • Controls/home automation • Lighting • Appliances • Consumer Electronics • Thermal envelope • Water heating • New Construction • Education/information • Demand response • Geothermal technologies • Solar Thermal 	<ul style="list-style-type: none"> • Lighting • Space conditioning • Motors/drives • Water heating • Process technologies • Facilities operations • New construction • Thermal envelope • Commissioning • Demand response • Geothermal technologies • Solar thermal 	<ul style="list-style-type: none"> • On-shore Wind Energy • Marine hydrokinetic • Small Hydropower • Energy Storage Technologies • Fuel Cells

Contractors may propose for consideration additional technologies/markets not identified above. Also, as noted above, the State has previously performed research and established goals for solar PV and off shore wind capacity and is therefore looking to focus on the potential for other technologies in this study.

4.3 Draft Reports

The contractor shall submit draft and final reports for each of the evaluation projects set out in Sections 4.2 above. A draft of each of the final evaluation reports including a summary of the evaluation process and all recommendations shall be submitted in accordance with the contract schedule.

4.4 Exit Conferences

Upon completion of each of the program evaluation reports and prior to submission of the final reports, the contractor shall meet with the BPU to discuss evaluation findings.

4.5 Final reports

The contractor shall prepare and insert an Executive Summary of the findings and conclusions in each of the Market Potential Study Reports. The delivery of each of the final Market Potential Study Reports shall include one appearance and discussion with the OCE Staff and one presentation of the findings to the public.

The Market Potential Study Reports and any technical appendices shall fully document the evaluation results, providing all sources, inputs and calculations used to develop the report. The contractor shall also provide electronic files to the OCE and CEEEP that contain the data collected and used to develop the Market Potential Study Reports.

The contractor shall provide 15 bound copies, one unbound master photocopy and one electronic copy on CD-ROM of each of the final reports to the BPU Contract Manager within ten (10) business days of draft report approval. The final reports shall be released only upon authorization from the BPU and the BPU Contract Manager. The CD must be in PDF file format to be viewable using Adobe Acrobat Reader software.

4.6 Work Papers

Work papers developed during the engagement shall be the property of the contractor. The contractor shall, at any given time during the course of the engagement and at the conclusion thereof, make the

work papers developed during the engagement available to the BPU Contract Manager for inspection or review. These work papers shall include:

- (a) The facts gathered and documents obtained
- (b) Computations and analyses performed, including an electronic version (preferably in spreadsheet form) of all input data
- (c) Other pertinent data relating to the evaluation

Market Potential Study work papers must be indexed in a logical manner and show evidence that each work paper or group of papers has been subjected to appropriate supervisory review. Work papers must show the name of the person who prepared the paper and must be clearly titled and dated.

Market Potential Study work papers must be retained for a period of not less than five (5) years from date of receipt of the contractor's final payment and shall be made available to the BPU Contract Manager when requested.

The contractor shall photocopy these papers upon request of the BPU Contract Manager.

Contractors may propose for consideration additional technologies/markets not identified above. Also, as noted above, the State has previously performed research and established goals for solar and off shore wind capacity and is therefore looking to focus on the potential for other technologies in this study.

4.7 Submission Criteria

In order for a proposal to be considered, the University must receive bidder's submission of all proposal response sheets and enclosures no later than 2:30 PM, January 23, 2012 at the following address:

University Procurement Services
Rutgers, The State University of New Jersey
Administrative Services Building III 2nd Floor
3 Rutgers Plaza
New Brunswick, NJ 08901-8559
Kathryn Kuhnert, RFP # 1870

Bidders shall submit one original in paper format and one copy in electronic format of the proposal response package.

ANY BID PROPOSAL NOT RECEIVED ON TIME MAY BE REJECTED.

There is no specific limitation on page numbers or format, although brevity and completeness will aid the selection process.

In responding to this RFP, the Consultant must respond to the following sections:

- Discussion of Consultant’s recommended approach to addressing the RFP as specified in Section 4.15 Approach to Evaluation Report (Work Plan). The New Jersey Clean Energy Program has provided a proposed Scope of Work (contained herein). However, the Consultant is expected to recommend the types of information required (ideal and currently available), clarifications, and propose modifications to the Scope of Work with attendant rationales. Please include the following specific information:
 - Define the market relative information to be included in the study.
 - Please identify what primary and secondary data would be included in the proposed work and how the data would be used.
- The Response shall contain detailed timelines / milestones with deliverables.
- The Response shall contain a detailed budget estimate and a budget breakdown by task. **Please note that the total project budget for both Energy Efficiency and Renewable Energy is not to exceed \$280,000.**
- Statement of Qualifications and work experience for both the Contracting Firm and each of the Consultant’s Staff on topics similar to those in this RFP. Please include resumes for all team members expected to participate in the study. The Consultant’s response should include examples of Work Products (web links are sufficient).

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- Sub-contractors, if any, should be provided with their Qualifications, examples of work product, and their expected contribution to the deliverables, and contract amounts.
 - Identification of primary contact and their contact information.
 - The Response shall contain potential conflicts of interest with any participating entities (Board of Public Utilities, Board of Public Utilities Contractors, and Rutgers University)

4.8 Review Previous Studies

Given the short timeframe for this project, the selected contractor(s) is expected to utilize information from previous relevant national, regional, and New Jersey market assessments and baseline studies and update as necessary. A summary of the market assessments and baseline studies that have been performed regarding the New Jersey market are attached as Appendix A.

4.9 Contractor Responsibilities

The Contractor is expected to provide the following services:

1. Obtain all necessary licenses and approvals, if any, required by the agencies of cognizance of the state and local governments as they pertain to project services that they provide.
2. Monitor and report on project activity.
3. Establish a detailed plan and procedures to implement this project. Draft plan and procedures (Statement of Work and Approach) shall be submitted for review and approval with this bid response.
4. Designate a project manager or other specific point of responsibility within its organization for all contract-related services.
5. Furnish all supervision, labor, services, tools, equipment, vehicles, and materials to perform and complete the work required for the project.

4.10 KICK-Off Meeting

Within five (5) business days following contract award, the contractor, the OCE and CEEEP will meet to discuss all aspects of the contract. The contractor's project manager shall attend as well as any other key staff from the contractor as deemed necessary by the OCE. The contractor's accounting staff shall also be present to discuss billing and payment issues. All aspects of the

contractor's approach to collecting and evaluating data will be discussed at the kick-off meeting. The contractor shall submit a summary report of the kickoff meeting (minutes) within five (5) business days of the kickoff meeting.

Deliverable: The contractor shall attend the kickoff meeting and deliver the kickoff meeting summary report.

4.11 Teleconferences

The contractor and the BPU Contract Manager shall hold regular teleconferences for the duration of the contract. The frequency of the teleconference will be as needed as determined by the BPU Contract Manager. The purpose of the teleconference is for the contractor to update the BPU Contract Manager on the progress of work. This teleconference may be held by phone, instant messaging or any other method that is mutually agreeable to the contractor and the BPU Contract Manager. The contractor shall summarize the teleconference with an email to the BPU Contract Manager and any other party so designated by the BPU Contract Manager. The BPU Contract Manager may expand the teleconference to include the OCE, members of CEEEP or third parties.

Incidental telephone calls between teleconferences shall not be considered billable teleconferences. The BPU Contract Manager may cancel or postpone a scheduled teleconference. The contractor shall not invoice the BPU for teleconferences that are not held. It is anticipated that weekly teleconferences will take one half an hour or less.

Deliverable: Weekly teleconference with a written summary submitted as an email.

4.12 Monthly Progress Reports

The contractor shall prepare a monthly progress report that discloses the progress of work to date, the attainment of milestones, work left to be done, a discussion of any delays in work and a justification for any schedule modifications for the term of the contract. The monthly progress report will focus on the work performed in the prior month and the work anticipated in the upcoming month. At the kickoff meeting a regular schedule for reporting contractor activities (monthly) will be discussed and agreed upon. The Monthly Progress Report shall be a formal written report and shall be emailed to the BPU Contract Manager, members of the OCE, the BPU, and any other party as specified by the

BPU Contract Manager. The BPU Contract Manager may cancel or postpone the delivery of a monthly progress report with at least five (5) business days notice. The contractor shall not bill the BPU for appropriately canceled progress reports.

Deliverable: The contractor shall deliver Monthly Progress Reports emailed to the BPU Contract Manager and others as specified above. The BPU Contract Manager shall review and approve the Monthly Progress Report or return it to the contractor for revision. The contractor shall revise the monthly progress report and resubmit it within three (3) business days.

4.13 MEETINGS

At any time during the course of this contract, the contractor may be required to attend meetings at CEEEP or the BPU in either Trenton, New Brunswick or Newark, New Jersey. These may be informal meetings or formal presentations to the BPU staff, the Board or members of the public. All travel to and from these meetings shall be considered part of the contract price and the contractor shall not be paid separately for travel. The contractor shall provide any status reports, deliverables or other material needed for any meeting. The contractor shall prepare minutes of the meeting and provide those minutes to the BPU Contract Manager and attendees at the meeting.

Deliverables: The contractor shall attend meetings and provide any materials or reports required for that meeting. The contractor shall prepare minutes of meetings and provide them to all meeting attendees.

4.14 BPU Contract Manager

The OCE will designate a BPU Contract Manager and perform day-to-day contract management services. During this contract an alternate or replacement to the BPU Contract Manager may be designated at any time at the discretion of the OCE. The BPU Contract Manager shall coordinate with CEEEP and provide:

- Review and feedback on the contractor's proposed approach and methodologies
- Review and approval of proposed Approach to Evaluation Report (work plan)
- Assistance with identifying sources of information and gathering information as required
- Contacts for and coordination with Program Managers if needed
- Review and feedback on draft reports

4.15 APPROACH to Evaluation Report (Work Plan)

The Approach to Evaluation Report is the Work Plan for this contract. Within 15 business days following the kick-off meeting, the contractor shall prepare and submit an Approach to Evaluation Report. In this report, the contractor shall identify the approach, methods, and associated milestones necessary to complete each of the evaluation tasks set out below. The content of this report shall mirror the information provided in the bid proposal modified to reflect any adjustments discussed in the kick-off meeting.

In this report, the contractor shall describe its approach by task and deliverable. The contractor shall also describe its intent and method of collecting information on the connections between each of these tasks. The information collected will be used to better understand the opportunities for enhancing program performance. The contractor may also recommend the collection of additional information that relates to the work of this contract in the Approach to Evaluation Report. The OCE and the BPU Contract Manager shall determine if any data gathering or information collection will be pursued or if the information is of sufficient value that its collection is worth the cost of collection.

In this report, the contractor shall indicate the price of collecting and assessing data, the purpose of collecting and assessing that data and the strategy behind the collection of data. The costs of collecting and assessing market data shall relate to the contract prices. If in the development of the Approach to Evaluation Report or as discussed at the kickoff meeting, it is determined that work must be changed or adjusted from that specified in the contract or from that proposed in the bid proposal, the contractor shall provide the costs for the performance of that work with the prices derived from the contract prices. If it is determined that a reduction is needed in the work from that proposed in the bid proposal, the contract prices shall be used to calculate the reduction in price. All work shall be specified in the Approach to Evaluation Report and approved by the BPU Contract Manager. There is no guarantee that work specified in a bid proposal or proposed in a draft of the Approach to Evaluation Report will be approved by the BPU Contract Manager. The contractor and the BPU Contract Manager may discuss the development of the Approach to Evaluation Report during the weekly teleconferences or by mail, email, letter, face-to-face meeting, instant messaging or fax as mutually agreed upon.

The Approach to Evaluation Report shall also include a summary of the studies and activities specified in Sections 4.15, 4.16, and 4.17 and shall discuss how the information derived from those studies shall be incorporated into the work plan.

The Approach to Evaluation Report shall include a schedule with milestones and times for the completion of work and deliverables within six (6) months of contract award. Once approved by the BPU Contract Manager, the schedule shall be contractually binding and the contractor shall meet that schedule or seek formal approval from the BPU Contract Manager should the schedule need to be modified.

The Approach to Evaluation Report shall cover all aspects of the scope of work.

A draft of the Approach to Evaluation Report shall be submitted to the BPU Contract Manager for approval prior to the start of work. The BPU Contract Manager may approve the report, approve the report in part and disapprove in part, or disapprove the report entirely. The contractor is not authorized and shall not perform work specified in the Approach to Evaluation Report that has not been approved by the BPU Contract Manager. The contractor may proceed with work in the Approach to Evaluation Report that has been approved. The contractor shall submit a revised Approach to Evaluation Report within five (5) days of any disapproval or need for modification.

After approval of the Approach to Evaluation Report, the contractor shall perform the work of this contract in accordance with the approved report. Any variances to the work plan shall be discussed with the BPU Contract Manager, shall be submitted in writing as a modification to the Approach to Evaluation Report and shall be approved by the BPU Contract Manager.

Deliverable: The contractor shall deliver a draft(s) and a final approved Approach to Evaluation Report (Work Plan).

4.16 COORDINATE with Other National/Regional Evaluation Activities

Several organizations, such as the Consortium for Energy Efficiency, the Northeast Energy Efficiency Partnership and the EPA, and several states, have performed or are performing market assessments/evaluations that may provide useful information regarding the NJ marketplace and may be relevant to the work of this contract. The contractor shall survey other organizations to determine if those organizations have relevant data or are collecting data relevant to this contract, shall utilize any authoritative and reliable data collected from those organizations and shall coordinate the information gathering performed under this contract with efforts of the other organizations in such a

way to leverage such studies to the maximum extent practicable and minimize the duplication of effort.

4.17 REVIEW Previous Studies

The program evaluations will build upon recent program evaluations that address NJ markets. These studies are available at:

<http://njcleanenergy.com/main/public-reports-and-library/market-analysis-protocols/market-analysis-baseline-studies/market-an>

Deliverable: The contractor shall summarize and deliver a plan for utilizing the information included in previous studies and for leveraging other evaluation activities as set out in 3.7 and 3.8 above.

4.18 A. What to Expect from CEEEP

The selected bidder(s) will be asked to attend a kick-off meeting with the OCE and CEEEP within five (5) business days following the contract award. At that time a regular schedule for reporting on evaluation activities (monthly status reports) will be discussed and agreed upon. CEEEP will assign a single point of contact for the contractor to contact (project coordinator), and the contractor will identify a single point of contact for the contractor team. CEEEP members may make themselves available to the winning bidder through meetings and conference calls to assist in the fulfillment of this project. Specifically, CEEEP will provide:

- Review and feedback on the contractor's proposed approach and methodologies;
- Review and approval of proposed work plan;
- Assistance with identifying sources of information and gathering information as required;
- Contacts for Program Delivery Contractors if needed.

5. PROPOSAL PREPARATION, SUBMISSION INSTRUCTIONS, CONDITIONS,

REQUIREMENTS AND SELECTION CRITERIA

Respondents are encouraged to include any information deemed relevant to demonstrating their capacity to meet the Scope of Services outlined in Section 4.0 above, in addition to meeting the specific requirements of this RFP. Bidders are asked to follow the instructions contained in this RFP and in the proposal cover sheet when preparing and submitting their proposal response. The proposal should be thorough and detailed as possible, organized in the order in which the requirements are presented in the RFP, so that the University may properly evaluate the bidder's capability to provide the required services.

5.1 Proposal Must Arrive on Time

In order for a proposal to be considered, the University must receive the bidder's submission of all proposal response sheets and enclosures no later than 2:30 PM, January 23, 2012 at the following address:

University Procurement Services

Rutgers, The State University of New Jersey

Administrative Services Building III 2nd Floor

3 Rutgers Plaza

New Brunswick, NJ 08901-8559

Kathryn Kuhnert, RFP # 1870

Bidders shall submit one original in paper format and one copy in electronic format of the proposal response package.

5.2 Addenda and Acknowledgement

The University may issue a change or clarification to requirements by means of an addendum. Any addenda will be provided to each Bidder that has received the initial RFP. Any addenda issued to Bidders prior to the proposal opening date shall include an Addendum Acknowledgment Form. Since all addenda become a part of the Requirements of the proposal, all addenda acknowledgment forms shall be signed by an authorized Bidder representative, and returned with the proposal on or before the Bid opening date and time. Failure to sign and return all Addenda Acknowledgment Forms may be grounds for rejection of the proposal.

5.3 Proposals Are Prepared at Vendor's Expense

Costs and expenses incurred by bidders for developing information in response to this RFP are entirely the responsibility of the bidder and shall not be billable to the University.

5.4 Proposals Will Belong to University

Material submitted by a Bidder to the University becomes the property of the University. To the extent required under the New Jersey Right to Know law, all proposals submitted to the University's Purchasing Department may become public documents.

5.5 Validity of Proposal

The proposals submitted shall be valid for a period of one hundred and eighty (180) days. No work shall be performed until a contract(s) has been fully executed.

5.6 Confidentiality

As an instrumentality of the State of New Jersey, Rutgers is subject to the Open Public Records Act and has an obligation to make its business dealings transparent. Therefore, the presumption regarding all proposals submitted to the University is that they are releasable under OPRA. Be advised that OPRA only allows certain exemptions to the release of documents in the possession of public entities. Please consult the law prior to asking that bid information be kept confidential pursuant to the specific exemptions permitted under law at <http://www.state.nj.us/opra>.

5.7 Representation of Ability To Perform

Submission of a response to this RFP constitutes a representation that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Bidder's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Bidder's obligations, or diminish the Bidder's obligations or financial ability to perform under the terms of the proposed contract.

5.8 Errors and Omissions

The University reserves the right to reject any or all proposals if they are, in its sole discretion, judged unacceptable and, to waive any technical or formal defect therein.

5.9 Applicable Laws

Bidder must comply with all local, state and federal laws, rules and regulations applicable to the proposal and to the work to be done thereunder.

5.10 Rejection of Proposals

The University reserves the right to reject any or all proposals, or to accept a proposal in whole or in part if deemed to be in the best interest of the University to do so. The University shall have

authority to award orders or contracts to the Bidder or Bidders that it determines in its sole discretion best meets all requirements.

5.11 Right to Cancel or Revise

The University reserves the right to cancel or revise this RFP without any obligation and for any reason, in part or in its entirety, including but not limited to the submittal date and submittal requirements. Should the University cancel or revise the RFP, the University will notify, in writing, all bidders that have received the initial RFP.

5.12 Proposal Withdrawal

Bidders may change or withdraw a proposal at any time prior to the scheduled proposal opening by addressing a written communication to the address set forth in Section 1.2: “Questions Regarding the RFP.”

5.13 Proposal Review and Selection Criteria

All proposals will be evaluated based on the following evaluation criteria. An award will be made to the responsible proposer whose proposal conforms to the solicitation and is most advantageous to the Government and based on availability of funds.

Evaluation Criteria
1. QUALITY OF TECHNICAL PROPOSAL
A. The technical proposal demonstrates the proposer’s clear understanding of the tasks outlined in the Statement of Work and shows how the proposer’s partners, if any, will contribute to the tasks.
B. The proposal shows the proposer’s application of expert knowledge in identifying suitable markets to address energy efficiency programs and/or identifying opportunities to encourage the development of selected renewable energy sources, specifically the characteristics enumerated in section 3.9 (depending on proposal submitted). If the proposer lacks expert knowledge in one or more of the areas, the technical proposal will show that they have established partnerships with other individuals or organizations to supply the missing expertise.
C. The technical proposal includes a statement describing how the contractor will address organizational and other conflicts of interest for persons who are consultants or who work for organizations with potential conflicts.
2. QUALITY OF KEY PERSONNEL
A. The technical proposal clearly shows that the key personnel have the technical knowledge and

experience required for the functions, activities, and tasks described in the Statement of Work.	
B. The technical proposal adequately describes the staff hours needed for each task and that the proposer has dedicated adequate staff hours sufficient to complete the requirement according to the established timeline.	
3. REASONABLENESS OF BUDGET	
The technical proposal provides a clear and logical budget, with a reasonable time allocation for participating staff and reasonable rates based on the complexity of the project.	

6. CONTRACTUAL TERMS AND CONDITIONS

The General Terms And Conditions of Services and Merchandise outlined in Section 6.1, the RFP # 1870 and Bidders proposal response will become part of any Agreement consummated between the University and the Successful Bidder(s).

General Terms And Conditions Of Services And Merchandise

6.1 Definitions

When capitalized in the Purchase Agreement, the following words or phrases shall have the following meanings:

“Buyer” shall mean Rutgers, The State University.

“Buyer’s Site” shall mean the location where the Work shall be performed.

“Merchandise” shall mean the materials, articles or services ordered in and delivered pursuant to the Purchase Order(s).

“Price” shall mean the price or prices stated in the Purchase Agreement.

“Purchase Agreement” shall mean, and consist, collectively, of Buyer’s Purchase Order(s) and General Terms and Conditions of Purchase of Service and Merchandise, together with any of the following documents, as applicable, General Terms and Conditions of Bid (Proposal and Quotation), Supplemental Terms and Conditions, Additional Terms and Conditions for Subcontractors Related to United States Government Contracts, Specifications, Drawings, Change Order Notice(s), Invitation to Bid, Construction General Conditions and such other documentation

as shall be specified in the Purchase Order(s) and all amendments thereto and all other documents or exhibits attached thereto.

“Services” shall mean design, engineering, installation, testing, evaluation, training, maintenance, repair, management, consulting and any other services necessary to fulfill Vendor’s obligations under the Purchase Agreement.

“Specifications” shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Merchandise as stated in the Purchase Order(s) and in the request for proposal or quotation (if any) pursuant to which the Purchase Order(s) are issued.

“Subcontractor” shall mean vendors, suppliers and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Vendor for the performance of the Work under the Purchase Agreement.

“Vendor” shall mean any seller furnishing Work to Buyer or any bidder providing a bid in response to a request for proposal or quotation by Buyer.

“Work” shall mean Services and Work Product and Merchandise (if any).

“Work Product” shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Vendor for or at the direction of Buyer.

6.2 Acceptance

Acceptance of the Purchase Agreement is expressly SUBJECT to the terms and conditions hereof. Vendor’s acceptance is expressly made conditional on Vendor’s assent to the terms and conditions hereof, notwithstanding any additional or different terms or conditions in Vendor’s offer or other communication. Vendor shall be deemed to assent to the Purchase Agreement if: (1) Vendor signs and returns to Buyer the attached acknowledgment copy of the Purchase Order, if any; (2) Vendor sends an acknowledgment or confirmation of the Purchase Agreement that agrees with the Purchase Order as to identification of Work, quantity, price and delivery schedule; (3) Vendor commences work on the Purchase Order; (4) Vendor ships all or part of the Work ordered in the Purchase Order; or (5) Vendor gives any other expression of acceptance of the terms and conditions hereof. Buyer reserves the right to revoke the Purchase Agreement at any time before acceptance by Vendor.

6.3 Delivery And Title

Delivery on the Purchase Agreement must be made in the quantities specified by Buyer. Time is of the essence on this contract. Unless otherwise agreed by Buyer, Delivery of all Work Product and Merchandise (if any) shall be made F.O.B. Buyer's site during Buyer's normal receiving hours. Title to and risk of loss of Work Product and Merchandise (if any) shall remain with Vendor until receipt by Buyer, subject to Buyer's right of inspection and rejection in the event of nonconformance.

6.4 Payment

Buyer shall pay undisputed invoices within thirty (30) days of the latter of receipt of delivery or invoice. If any portion of the Merchandise does not conform to the requirements of the Purchase Agreement, a corresponding portion of the price may be withheld by Buyer until the nonconformity is corrected.

6.5 Extra Charges

No additional charges of any kind, including charges for boxing, packing, transportation or other extras, will be allowed unless specifically agreed to in writing by Buyer.

6.6 Routing

All Merchandise, unless shipped F.O.B. destination as indicated on the face of the Purchase Order, must be forwarded by the route taking lowest reasonable transportation rate or in accordance with any special shipping instructions. Otherwise, the difference in freight rate and extra cost of transportation may be charged to Vendor.

6.7 Warranties

Vendor represents, warrants and guarantees that any Work provided under the Purchase Agreement shall be: (1) provided in accordance with the Specifications and the requirements of the Purchase Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Vendor's particular area of expertise; (3) merchantable and suitable for the purposes intended by Buyer; (4) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (5) not manufactured and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of and payment for the Work and shall be in addition to any other warranties,

express or implied, available to Buyer. The warranty period shall be extended by the amount of time during which the Work is not operable due to nonconformity.

6.8 Indemnification

Vendor shall defend, indemnify and hold harmless Buyer and its agents, servants, employees, successors, assigns, customers and users, from and against any suit, action, proceeding, judgment, loss, damage, other liability, cost and expense (including reasonable attorneys' fees and expenses and the costs of litigation and investigation) arising from, relating to, or alleging: (1) any injuries (including death) to any person or damage to any property, or any other consequential or incidental damages resulting therefrom, caused or contributed to by any act, fault or negligence of Vendor or anyone acting on its behalf or by any fault or defect in any of the Work (including by reason of strict liability in tort); (2) Vendor's use and possession of Buyer's property; and (3) any infringement, misappropriation of the rights of others, or other violation of the patent, trade secret, trademark, trade name or other intellectual property right of others associated with the Work or any parts thereof furnished by Vendor to Buyer, or if their use by Buyer is enjoined, in which event Vendor shall at Buyer's option and Vendor's expense: (i) procure for Buyer the right to continue using the Work or any parts thereof, (ii) replace the same with substantially equivalent Work or any parts thereof that do not infringe or misappropriate the rights of others; (iii) modify the same so they no longer infringe or misappropriate the rights of others; or (iv) refund the price and the transportation and installation costs to Buyer. Vendor shall obtain from all Subcontractors similar indemnity protection for Buyer. However, such Subcontractor indemnification shall not relieve Vendor of any of Vendor's indemnification obligations hereunder.

6.9 Limitation On Damages

Buyer's liability and Vendor's recovery for any injuries, losses, damages, expenses, costs or other liabilities arising out of the cancellation of any part of the Purchase Agreement by Buyer, any breach of the Purchase Agreement by Buyer, or Buyer's other acts or omissions (including its negligence) shall be limited to the lesser of: (1) the costs incurred by Vendor prior to such cancellation, breach or other acts of omissions; or (2) the purchase price for the canceled or affected Purchase Order. In no event shall Buyer be liable to Vendor for consequential or incidental damages.

6.10 Changes

Buyer may at any time by a written Change Order Notice make changes within the general scope of the Purchase Agreement. If any change results in a material increase or decrease in the cost of

the Work or otherwise materially affects the Purchase Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Vendor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by Buyer, Vendor shall proceed with the change.

6.11 Suspension Or Interruption Of Work

Buyer may direct Vendor, in writing, to suspend or interrupt all or any part of the Work for such period of time as Buyer may determine to be appropriate. Vendor shall mitigate the costs of such suspension or interruption. Buyer agrees to reimburse Vendor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to Buyer's right to audit Vendor's books and records, except where such suspension or interruption results from Vendor's material noncompliance with the Purchase Agreement.

6.12 Termination

Buyer may terminate all or part of the Purchase Agreement if Vendor abandons the Work, is unable to obtain a bond, if required, assigns the Purchase Agreement or subcontracts the Work or any of its parts without Buyer's written consent or otherwise fails to comply with the Purchase Agreement; provided, however, that prior to such termination Buyer must have notified Vendor in writing of its intent to terminate the Purchase Agreement and the reasons therefore. If Buyer terminates for cause, Buyer may complete or contract with a third party to complete all or part of the Work, and Vendor shall be liable to Buyer for the excess costs to complete all or such part of the Work and any other damages resulting from Vendor's noncompliance.

Buyer may also terminate upon prior written notice all or part of the Purchase Agreement for convenience and without cause. Upon receipt of notice, Vendor shall bring the Work to a prompt conclusion. Buyer shall pay Vendor a proportionate amount of the Price due to Vendor for Work completed up to the effective date of termination plus costs necessarily incurred directly as a result of the termination, subject to Buyer's right to audit Vendor's books and records.

In all cases Buyer may require Vendor to transfer title and deliver to Buyer any contracts, rights and Work produced or acquired by Vendor for the performance of the Purchase Agreement.

6.13 Conflicts; Errors; Omissions

In the event Vendor or Buyer becomes aware of any conflict, error or omission in the documents comprising the Purchase Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by Buyer in its sole discretion.

6.14 Inspection And Tests

Buyer may inspect the progress of the Services and Work Product provided under the Purchase Agreement including Services and Work Product performed at Vendor's facilities. If the Purchase Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Vendor shall give Buyer reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify the such portion of the Work Product until such inspection, test or approval is completed. Vendor shall notify Buyer when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, Buyer shall have the right to inspect and test the Work. Buyer shall notify Vendor if the Work or parts thereof do not conform to the Purchase Agreement. Vendor shall promptly correct, repair or replace all nonconforming Work at its sole expense. Merchandise that is defective or not in accordance with the Specifications will be held for thirty (30) days pending Vendor's further instructions at Vendor's risk and expense, and if Vendor so directs will be returned at Vendor's expense. After the expiration of thirty (30) days, Buyer shall have the right to sell the Merchandise at public or private sale, continue to store it at Vendor's expense, or treat it in any manner consistent with law. Payment for Merchandise by Buyer prior to its inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Vendor. Acceptance and payment by Buyer shall not relieve Vendor of any of Vendor's duties and obligations.

6.15 Job Cost Accounts And Information, Audits

Vendor shall maintain detailed separate cost data for each Purchase Order in accordance with generally accepted accounting principles. Vendor's records pertaining to the costs of the Work (other than fixed Prices agreed to prior to performance of the Work) and Vendor's tax records shall be open at all reasonable times for inspection or audit by Buyer or its representative(s). Buyer or its representative(s) shall at reasonable times have access to the premises, materials, instructions, working papers, plans, drawings, specifications, memoranda and other information of Vendor pertaining to the Work. All Vendor's purchase orders or contracts with Subcontractors shall provide that Buyer or its representative(s) shall have the right to audit Subcontractors'

charges to Vendor. Buyer's rights under this Section shall terminate five (5) years after expiration of the warranty period.

6.16 Insurance

If Vendor will be performing Services at or on Buyer's property, or as otherwise required by Buyer, Vendor will carry insurance in accordance with Buyer's minimum Insurance Requirements to indemnify Buyer against any claim for loss, damages or injury to property or persons arising out of the performance by Vendor or its employees, agents or Subcontractors under the Purchase Agreement and the use, misuse or failure of any equipment or Work used by Vendor or its employees or agents, and shall provide certificates of such insurance to Buyer.

6.17 Taxes

Buyer is not subject to any sales or excise taxes. Taxes are not to be included in any quotations, invoices or bills.

6.18 Confidential/Proprietary Information

Except as otherwise required by applicable laws or regulations, the parties agree to, and to cause their respective affiliates to, keep confidential all non-public information relating to the parties, the Purchase Agreement, and the transaction contemplated hereby, and to not use any such information for any purpose unrelated to the consummation of the transactions contemplated by the Purchase Agreement, except information which: (1) becomes known to the other from a source which is not obligated to keep such information confidential; or (2) becomes generally available to the public; or (3) is required to be disclosed by law or pursuant to court order or lawful subpoena; provided however, that these restrictions shall not apply to the disclosure of such information to the parties' respective attorneys, accountants and advisors.

6.19 Intellectual Property Rights

Vendor represents and warrants that it is the exclusive owner of all Services, Work and Work Product and has obtained all assignments from its employees, agents, subcontractors and other representatives sufficient to convey absolute title to Buyer in such Services, Work and Work Product. Vendor further represents and warrants that the Work and Work Product shall not infringe or violate any letters patent, copyrights, trademarks or other third party proprietary right, and does not unlawfully disclose or make use of any trade secrets. Vendor hereby assigns to Buyer, and Buyer shall have exclusive use of and own, all right, title and interest in and to all

Services, Work and Work Product. All Services and Work Product shall be considered “works made for hire.” Should Vendor perform development work in producing the Merchandise covered by the Purchase Order, Buyer shall receive a nonexclusive, royalty-free license to use and sell the Merchandise.

Vendor shall disclose promptly to the University all inventions, discoveries, formulas, processes, computer programs, algorithms, designs, trade secrets, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how (collectively hereinafter “TECHNOLOGY”) made, discovered or developed by CONSULTANT either alone or in conjunction with any other person or entity during the term of this agreement. Vendor agrees that all TECHNOLOGY made, discovered, developed, authored, prepared or conceived by Vendor in connection with the furtherance of this agreement whether alone or in combination with another, whether or not on University premises, shall belong solely and exclusively to the University. Vendor acknowledges that no rights whatsoever in the TECHNOLOGY are retained by Vendor including the right to prepare derivative works and that any work of authorship shall be deemed a work made for hire.

Vendor agrees to and hereby does assign all right, title and interest in and to any TECHNOLOGY to the University. The University shall have the right to apply for, prosecute, obtain, retain and transfer any and all copyrights, trademarks, registrations, patents or any such similar right or property interest arising from or in connection with the TECHNOLOGY. Vendor agrees to cooperate with and provide all reasonable assistance to the University, its designees, assignees or licensees in connection with the foregoing.

6.20 Publicity

Vendor shall not use Buyer’s name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the Purchase Agreement without the prior written consent of Buyer.

6.21 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be

extended for a period not to exceed the time lost by reason of the failure or delay; provided that Buyer may terminate the Purchase Agreement if the period of failure or delay exceeds fifteen (15) days. Buyer shall have no obligation to make any payments to Vendor during the period of failure or delay. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

6.22 Assignment

Vendor shall not assign the Purchase Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining Buyer's written consent. In the event Buyer consents to such assignment to a Subcontractor, nothing contained in the Purchase Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and Buyer. Vendor shall be as fully responsible to Buyer for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. Vendor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to Vendor by the terms of the contract, including the Specifications, insofar as applicable to the services of Subcontractors, and to give Vendor the same power of terminating any subcontract that Buyer may exercise over Vendor under any provisions of the Purchase Agreement. Buyer's consent shall not be construed as discharging or releasing Vendor in any way from the performance of the work or the fulfillment of any obligation under the Purchase Agreement.

6.23 Protection Of Property And Persons

All equipment or material (including without limitation informational material) furnished by Buyer and all jigs, fixtures, dies, tools or patterns charged by Vendor to Buyer shall, unless otherwise agreed in writing, be the property of Buyer and shall be returned to Buyer. Vendor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with Buyer under this or other purchase orders. Vendor shall take all necessary precautions during the progress of the Work to protect all persons and the property of Buyer and others from injury, loss or damage including, without limiting Vendor's duties, any precautions directed by Buyer. Vendor shall assume full responsibility for all tools, equipment and materials to be used in connection with the Work.

6.24 Environmental Compliance

Prior to commencement of any Work, Vendor shall provide to Buyer a list of all hazardous or potentially hazardous substances and associated Material Safety Data Sheets that may be used or generated in connection with the Work.

Vendor and its Subcontractors shall comply with all applicable federal, state and local laws, ordinances, codes and regulations (collectively, Laws) relating to safety and the protection of the environment including, but not limited to, handling, protection, transportation and disposal of all hazardous materials, toxic substances, hazardous substances and residual wastes. The Work shall be in compliance with all Laws on the date of acceptance (which date shall be after the Work is completed and inspected).

If Vendor provides Services or Work Product to be used by another vendor in the performance of work for Buyer, the Services or Work Product shall specify that such vendor shall comply with the requirements of all present and future applicable changes in the Laws.

6.25 Key Personnel

The Work shall be performed by Vendor's key personnel if named in the Purchase Agreement, and no other person shall be substituted without the prior written approval of Buyer. Vendor shall replace any of its key personnel to whom Buyer objects, and any replacement shall be subject to the prior written approval of Buyer.

6.26 Buyer's Performance Of Vendor's Obligations

If Vendor fails to comply with any of its obligations under the Sections relating to Liens, Insurance, Taxes, Verification of Conditions at Buyer's Site, Protection of Property and Persons, Premises, Buyer's Approval of Plans, Specifications and Schedules, Buyer may, at its option, without affecting Vendor's obligations under such Sections or Buyer's rights under the Termination Section, perform or contract with a third party to perform all or any of such obligations, and Vendor shall be liable to Buyer for the costs of performing such obligations and any other damages resulting from Vendor's failure to comply.

6.27 MBE/WBE

It is the policy of Buyer to stimulate the growth of Certified Minority and Women Business Enterprises (MBEs and WBEs) by encouraging their participation in Buyer's procurement activities and by affording them an equal opportunity to compete for Buyer's procurements. Vendor agrees to carry out this policy to the fullest extent consistent with the requirements of the Purchase Agreement: (1) through the award of subcontracts to MBEs and WBEs; or (2) if Vendor

is a MBE or WBE, through the use of its own forces. Vendor shall include this policy as a provision in all subcontracts.

6.28 Notices

Any notice required under the Purchase Agreement shall be in writing and sent to Vendor and Buyer at their respective addresses identified on the Purchase Order.

6.29 Independent Contractor

Vendor shall operate as an independent contractor in the performance of the Purchase Agreement and not as an agent or employee of Buyer. Vendor shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of Buyer. Vendor shall have complete control of its agents and employees engaged in the performance of the Work.

6.30 Priority Of Documents

In the event of conflict among the various documents of the Purchase Agreement, the conflict shall be resolved according to the priority given to the documents in the Purchase Order(s). If no priority is indicated in the Purchase Order(s), the terms and conditions hereof shall take precedence, except when Construction General Conditions are applicable, in which case the Construction General Conditions shall take precedence.

6.31 Severability

If any provision(s) of the Purchase Agreement is found by a New Jersey court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of the Purchase Agreement and the remaining provisions shall remain in full force and effect.

6.32 Survival

The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Intellectual Property Rights and Job Cost Accounts and Information, Audits Sections shall survive the expiration or early termination of the Purchase Agreement.

6.33 Laws; Codes; Rules; Regulations

Vendor and its Subcontractors at their own expense shall obtain all necessary licenses and permits and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the work, including but not limited to safety, environment, labor standards and workers' compensation. Vendor and its Subcontractors shall also comply with the following clauses incorporated by reference into the Purchase Agreement: Equal Opportunity Clause, 41 CFR 1- 60-1.4; Affirmative Action for Disabled Veterans and Veterans of Vietnam Era, 41 CFR 60-250.5; Affirmative Action for Handicapped Workers. 41 CFR 60-741.5(a); and Non-Segregated Facilities Provision, 41 CFR 60.1.8.

Vendor and its Subcontractors shall also comply with Buyer's policies, rules and procedures.

6.34 Non-Discrimination In Employment

Buyer, Vendor and Vendor's Subcontractors (if any) agree to comply fully with the terms, provisions and obligations of the following clauses, as amended and supplemented from time to time, which are incorporated by reference into the Purchase Agreement: (a) Subsection 3.4(a) of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-1 et seq., P.L. 1975, c, 127, provided that said subsection shall be applied subject to the terms of Subsection 3.4(d) of said regulations; (b) Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:5-1 et seq., P.L. 1975, c, 127; (c) the provision of N.J.S.A. 10:2-1 through 10:2-4, P.L. 1933, c, 171, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto.

Vendor hereby affirms, as of the date of its acceptance of the Purchase Agreement, the truth of the "affirmative action" affidavit, if any, most recently submitted by it to Buyer.

6.35 No Contingent Fee Warranty

Vendor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Purchase Order 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 Vendor for the purpose of securing business. In the event of a breach of this warranty, Buyer shall have the right to annul this contract without liability or in its discretion to deduct from the moneys due Vendor under this Purchase Order the full amount of such commission, percentage, brokerage or contingent fee.

6.36 Governing Law; Jurisdiction

The Purchase Agreement shall be governed by, construed in accordance with and enforced under the internal laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New Jersey and the United States District Court for the District of New Jersey for the purpose of any suit, action, proceeding or judgment relating to or arising out of the Purchase Agreement and the transactions contemplated thereby.

6.37 Non-Waiver

The failure of Buyer in any one or more instances to insist upon the performance of any of the terms or conditions of the Purchase Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise of any such right.

6.38 Entire Agreement

This Purchase Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements

6.39 Sale Of Vendor's Business

Vendor may not assign either the Purchase Agreement or any of its rights hereunder without first obtaining the written consent of the Buyer, and any attempted assignment without such written consent shall be void and confer no rights upon any third party. Notwithstanding the foregoing, Vendor may assign this agreement to another party as part of the sale or other transfer of its business, voluntarily, by force of law or by any means, provided that such other party shall agree to be bound by all of Vendor's obligations to Buyer under this Purchase Agreement, and subject to Buyer's right, in its sole and absolute discretion, to require such other party to provide to Buyer a performance bond in the amount of the open balance of the Purchase Order.

Appendix A: Previous Evaluation Plans and Studies

Evaluation Plans

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1. [“New Jersey Clean Energy Program, 2004-2005 Evaluation and Research Plan Phase 1: Activities to be Initiated 2004”](#), Center for Energy, Economic, and Environmental Policy, August 5, 2004.
 2. [“2004 – 2005 Evaluation and Research Plan Phase 2: Activities to be Initiated 2005”](#), Center for Energy, Economic, and Environmental Policy, February 4, 2005.
 3. [“2006 Evaluation and Research Plan”](#), Center for Energy, Economic, and Environmental Policy, February 15, 2006.

Evaluation Studies

4. [“New Jersey Comprehensive Resources Analysis Market Assessment”](#), XENERGY, Inc., August 19, 1999.
5. [“The Market for Operations and Maintenance Training in New Jersey”](#), Pacific Energy Associates, May 25, 2000.
6. [“Commercial/Industrial Chiller Market Database Report”](#), Pacific Energy Associates, September 26, 2000.
7. [“Residential New Construction Attitude and Awareness Baseline Study”](#), Roper Starch Worldwide, June 2001.
8. [“Compressed Air Systems Market Assessment In the Public Service Electric and Gas Service Territory”](#), Aspen Systems Corporation, May 2001.
9. [“New Jersey Residential HVAC Baseline Study”](#), XENERGY, Inc., November, 16, 2001.

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10. [“Evaluation of Home Energy Audit Tools”, Center for Energy, Economic, and Environmental Policy, February 19, 2004.](#)
 11. [“New Jersey LIWAP and NJ Comfort Partners Comparison of Programs and Evaluation Findings”, Apprise, June 2004.](#)
 12. [“New Jersey Clean Energy Program, 2003 Program Evaluation - Energy Efficiency and Renewable Energy Programs”, Center for Energy, Economic, and Environmental Policy, July 30, 2004.](#)
 13. [“New Jersey Energy Efficiency and Distributed Generation Market Assessment”, KEMA Inc., August 2004.](#)
 14. [“New Jersey Renewable Energy Market Assessment”, Navigant Consulting Inc., August 2, 2004.](#)
 15. [“Protocols to Measure Resource Savings “,Center for Energy, Economic, and Environmental Policy, September 2004](#)
 16. [“Impacts of Environmental Externalities Upon Relative Costs of Renewable Technology & Impact of The Deployment of Renewable Generation On The market Price of Electricity”, Center for Energy, Economic, and Environmental Policy, October 7, 2004.](#)
 17. [“Process Evaluation of the Renewable Energy Programs Administered and Managed by the New Jersey Board of Public Utilities, Office of Clean Energy”, Aspen Systems Corporation, November 2004.](#)

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18. [“Economic Impact Analysis of a 20% New Jersey Renewable Portfolio Standard”, Center for Energy, Economic, and Environmental Policy, December 8, 2004.](#)
 19. [“Program Cost-benefit Analysis of 2003 New Jersey Clean Energy Council Energy Efficiency Programs”, Center for Energy, Economic, and Environmental Policy, July 28, 2005.](#)
 20. [“Appliance Cycling Evaluation”, Center for Energy, Economic, and Environmental Policy, September 2, 2005.](#)
 21. [“Energy Efficiency Market Assessment of New Jersey Clean Energy Programs”, Summit Blue Consulting, LLC. July 20, 2006.](#)
 22. [“Preliminary Review of Alternatives for Transitioning the New Jersey Solar Market from Rebates to Market-Based Incentives”, Summit Blue Consulting and Rocky Mountain Institute, March 15, 2007.](#)
 23. [“NJCEP 2007 Business Survey Report”, Market Strategies, November 6, 2007.](#)
 24. [“Protocols to Measure Resource Savings “, Center for Energy, Economic, and Environmental Policy, December 2007.](#)
 25. [“Cost-benefit Analysis of the New Jersey Clean Energy Program Energy Efficiency Programs”, Center for Energy, Economic, and Environmental Policy, January 9, 2008.](#)
 26. [“Assessment of the New Jersey Renewable Energy Market”, Summit Blue Consulting, March 24, 2008.](#)

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27. [“Review and Update of Energy Efficiency Market Assessment For the State of New Jersey”, Center for Energy, Economic, and Environmental Policy, June 2008.](#)
 28. [“NJCEP 2008 Residential Survey Report”, Market Strategies, August 22, 2008.](#)
 29. [“CEEEP's Cost-Benefit Model Manual”, Center for Energy, Economic, and Environmental Policy, November 18, 2008.](#)
 30. [“Combined Heat & Power \(CHP\) Program Impact Evaluation”, KEMA, Inc., June 10, 2009.](#)
 31. [“New Jersey’s Clean Energy Program Residential HVAC Impact Evaluation and Protocol Review”, KEMA, Inc., June 11, 2009.](#)
 32. [“Residential New Construction Program Impact Evaluation”, KEMA, Inc., June 17, 2009.](#)
 33. [“New Jersey’s Clean Energy Program Residential CFL Impact Evaluation and Protocol Review”, KEMA, Inc., July 9, 2009.](#)
 34. [“New Jersey’s Clean Energy Program Energy Impact Evaluation and Protocol Review: SmartStart Program Protocol Review”, KEMA, Inc., July 10, 2009.](#)
 35. [“New Jersey’s Clean Energy Program Energy Impact Evaluation: Customer On-site Renewable Energy Program \(CORE\)”, KEMA, Inc., July 13, 2009.](#)
 36. [“New Jersey’s Clean Energy Program Energy Impact Evaluation: SmartStart Program Impact Evaluation”, KEMA, Inc., July 29, 2009.](#)

