Notice is hereby given that the Willingboro Municipal Utilities Authority [WMUA] of the Township of Willingboro, in the County of Burlington, State of New Jersey, will receive sealed bids for the furnishing of the following:

#### **ELECTRICITY SUPPLY**

Bids will be opened and read in public in the Conference Room at 433 John F Kennedy Way, Willingboro, NJ 08046, on *Tuesday, December 15, 2015 @ 1.00 p.m.* 

Complete Instructions to Bidders, Specifications and bid forms may be obtained from WMUA's website: www.wmua.info under the Public Notices tab.

## INSTRUCTIONS TO BIDDERS TO SUPPLY

#### **ELECTRICITY**

#### **FOR**

Willingboro Municipal Utilities Authority

#### **NOTICE TO BIDDERS**

Notice is hereby given that the Willingboro Municipal Utilities Authority ["WMUA"] in the County of Burlington, State of New Jersey, will receive sealed bids for the furnishing of the following:

#### **ELECTRICITY SUPPLY**

The WMUA will use a two stage bid submittal process. All interested bidders will be provided with load data for the WMUA. Based on this data, bidders will be asked to submit contracts and non-price responses by Friday, Dec. 11, 2015. Executable bids from bidders will be submitted electronically by 1 PM on Tuesday, December 15 and read in public at the WMUA offices, 433 John F Kennedy Way, Willingboro, NJ 08046.

The WMUA reserves the right to reject any and all bids when such rejection is in the best interest of the WMUA. Specifications and bid forms may be obtained from the WMUA via its Website: <a href="https://www.wmua.info">www.wmua.info</a> under the Public Notices tab or by email request to: <a href="mailto:thomas.dickinson@energyby5.com">thomas.dickinson@energyby5.com</a>, Energy Advisor to the WMUA

Bidders are required to comply with the requirement of (P.L., 1975: C.127) (N.J.A.C. 17:27) NJSA 10:5-31 through 38 and NJSA 34:11-56.25 through 56.46 of the NJ Public Law. In addition bidders must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C S12101 et seq.)

BY THE ORDER OF THE WMUA:

Diallyo Diggs

Director of Finance

#### **INSTRUCTIONS TO BIDDERS**

- <u>SUBMITTAL OF BIDS</u>: The WMUA seeks: 1) fixed price, and 2) fixed price with capacity and transmission charge pass through products for terms of 12, 24, 36, and 48 months in accordance with the attached Technical Specification for Electricity Supply. Sample contracts and non-priced bidding forms are due from each interested bidder by mail or courier delivery on Friday, December 11, 2015. Pricing Sheets [per attached Specification] are due by email by 1:00 PM EST on Tuesday, December 15, 2015 to the recipients named in the Specification.
- <u>WITHDRAWALS OF BIDS</u>: Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing bid confers no right for the withdrawal of the bid after it has been opened.
- <u>BIDDERS PRESENT</u>: It is not essential for bidders to be present at the bid opening. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

#### • AWARD OF CONTRACT:

- o The contract will be awarded by 3 PM on the Bid Opening day to the lowest responsive bidder. Price and other factors will be considered, provided the bid is reasonable and it is in the interest of the Authority to accept it.
- The WMUA reserves the right to waive any informality in bids received when such waiver is in the interest of the Authority. In case of error in the extension of prices, the total price will govern.
- <u>REJECTION OF BIDS</u>: The WMUA reserves the right to reject any and all bids when such rejection is in the interest of the Authority.
- <u>CONTRACT</u>: The bidder to whom award is made shall, within the time established in the bid and when required, enter into a written contract with the WMUA.

#### **NON-COLLUSION AFFIDAVIT**

The undersigned bidder submitting this proposal or bid, certifies and affirms that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person to fix the bid price of said bidder or any other bid price or that of any other bidder or to secure any advantage against the OWNER or any person interested in the proposed contract; and further that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information of data relative thereto to any association or to any member or agent thereof and that no member of the OWNER'S officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in any part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed thisday of _	, 2015.
	BIDDER
	By: Signature of Individual, Partner or Officer Signing the Proposal
(SEAL)	
(Seal required if Bidder is a Corpor	ation) TITLE

(REVISED 4/10)

#### **EXHIBIT A**

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

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such

actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, within 5 days after notification of award one of the following three documents:

- > Letter of Federal Affirmative Action Plan Approval
- > Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract\_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative</u> <u>Code at N.J.A.C. 17:27</u>.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company:
Signature:
Print Name:
Title:
Date:

For information on the requirements of the Affirmative Action Law, contact:
Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
609-292-5473

E-mail: www.state.nj.us/treasury/contract\_compliance/pdf/vc.pdf

#### STOCKHOLDER DISCLOSURE CERTIFICATION

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#### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

The successful bidder shall submit to the WMUA, within 5 days of notification of contract award, a current copy of a New Jersey Business Registration Certificate and NJ BPU Supplier License.

If you do not have a Business Registration Certificate you can register online at: <a href="https://www.nj.gov/treasury/revenue/taxreg.htm">www.nj.gov/treasury/revenue/taxreg.htm</a>.

Click the 'online' link and then select 'Register for Tax and Employer Purposes'

Download the paper form and instructions at: <a href="https://www.nj.gov/treasury/revenue/revprnt.htm">www.nj.gov/treasury/revenue/revprnt.htm</a>.

#### NOTICE TO BIDDERS PAY-TO-PLAY FILING REQUIREMENTS

Pursuant to P.L. 2005, c271, any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Election Law Enforcement Commission (ELEC).

Filing instructions are available on the ELEC website at www.elec.state.nj.us.

### Willingboro Municipal Utilities Authority Specification for the Supply of Electricity





Nov. 23, 2015 Rev. D

#### A. MUA Overview

The Willingboro Municipal Utilities Authority [MUA] provides water supply, waste water collection and related services to Willingboro and some surrounding municipalities. Its operation and governance is independent of Township of Willingboro, NJ. The majority of the electric load is associated with pumping and processing potable water and waste water. There are 15 PSE&G electricity accounts which are detailed in a separate, worksheet file [attached]. Additional information about the MUA is available at www.wmua.info.

The MUA has engaged the energy advisory firm 5 to prepare this specification and to assist the evaluation of Supplier proposals received as a result of it. The associated Board Resolution and the other attachments are part of this specification.

#### **B.** Key Milestones for This Procurement

- 1. Supplier <u>sample</u> fixed price w/ capacity and transmission charge pass-through contracts are due by December 11, 2015 by mail or courier delivery [earlier if possible]
- 2. Supplier questions are due no later than December 11, 2015 via e-mail. [see email addresses below]
- 3. Sealed bid opening will be in accordance with the attached Instructions to Bidders
- 4. Contract Award on December 15 by 3:00 PM. Transmittal of executed documents to Supplier to be in accordance with Supplier's instructions provided in his bid.
- 5. Contract acceptance and booking confirmation required from Supplier on December 11 by 4:30 PM
- 6. Please refer to the end of this specifications for Attachments that form part of this specification.

#### C. SUPPLY Product & Pricing Specifications

- 1. <u>Full Fixed Price: The price shall be inclusive of all applicable PJM, PSE&G [excluding Delivery charges]</u> and Supplier cost components, fees and charges
- 2. <u>Fixed Price w/ Capacity and Transmission Pass-Through Supply:</u> As in 1. above except that Capacity and Transmission charges passed through at actual cost to the Supplier
- 3. Applicable Accounts: All accounts on the attached list with 25 % minimum allowed usage variation [bandwidth]. Variation is to be determined based on <u>aggregate account usage</u>. Accounts deleted subsequent to the execution of the contract will be treated as a change in aggregate usage.
- 4. Supply Start Date: May, 2016 on the respective account meter read dates of that month

- a. Term of Supply: Suppliers requested to submit pricing and executable contracts for terms of 24, 36 and 48 months. Serious consideration will be given to submittals for each term even if Supplier elects to submit for less than the 3 requested terms.
- b. Selection of the bid for the term most attractive to the MUA will be based on pricing and other factors.
- c. Supplier must include an executable contract for each term for which pricing is submitted to receive consideration for that term.
- d. Supplier shall include <u>indicative</u> pricing for a term of 12 months. <u>NOTE</u>: This price is <u>only for</u> <u>planning purposes</u> and will <u>NOT</u> be contracted for as part of this solicitation.

#### **D. Contract Pricing Requirements**

- 1. All cost-of-service components known [or reasonably anticipated] at the time price is submitted shall be included.
  - a. For items specifically excluded from the Fixed Price, with the intent to pass them through at cost [e.g. RMR], reasonable estimated value(s) shall be provided.
  - b. Subsequent charges for costs knowable at the time of the Bid will not be accepted except as defined in 2.a above, and 3. below.

#### 2. Changes in Law/Regulation

- a. Any subsequent adjustment to the contract price, or other charge, associated with change in law or regulation must be noticed by the Supplier in advance of such charges being invoiced. Full documentation of such charges must accompany the adjustment request.
- b. The documentation for such adjusted charges shall:
  - 1. Include reference to the Supplier's Agreement section(s) that provide for the additional charge(s).
  - 2. Explain the material cost impact on the Supplier of such changes relative to the MUA contract price.
  - 3. Demonstrate such charges would have applied to any Load Serving Entity and are NOT unique to the Bidder.

#### E. NJ SUT Requirements

- 1. The MUA is currently <u>not exempt</u> from NJ Sales & Use Tax [SUT] and bid prices must <u>include</u> this component.
- 2. In the event the MUA receives energy SUT exemption during the course of the Supply Agreement, the Supplier shall:
  - a. Be presented evidence by the MUA as to the change in tax status.
  - b. Adjust the billing price going forward from the date the energy SUT exemption is granted.
  - c. Refund the MUA for all SUT collected from the effective date of the SUT exemption certificate or as otherwise stipulated and/or allowed by the NJ Division of Taxation.

#### F. Payment Terms & Billing

- 1. The Supplier's price shall reflect the MUA's practice of paying invoices <u>1 time per month</u> in accordance with the following cycle:
  - a. The MUA's Board meeting is the 3<sup>rd</sup> Wednesday of each month.
  - b. Invoices received subsequent to a previous month's Board meeting and prior to 5 days of an upcoming Board meeting are presented for payment approval at the next Board meeting.
  - c. Payment of invoices approved at a Board meeting is generally made within 5 days following that Board meeting.
  - d. Depending upon the day of receipt, this generally results in an invoice for an individual account being paid between 10 and 45 days after receipt, depending upon its day of receipt.
  - e. Any payment terms contained in the Supplier's contract shall reflect the Supplier's understanding of this payment cycle and shall provide for <u>no late charges</u> on any account so

long as payment is made in accordance with the above described process.

Part 1 1	
Bidder	Initiale
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2. All accounts shall be set up for <u>dual billing</u>, i.e. the Supplier shall invoice for Supply Charges independent of PSE&G.

#### G. WMUA & 5 Contact Information

1. All communication regarding this Solicitation shall contain "2015 Electricity Solicitation" and be directed to: [\*\* indicates preferred means of contact]:

a. Diallyo Diggs, Finance Director

Willingboro Municipal Utilities Authority [MUA]

433 John F Kennedy Way

Willingboro, NJ 08046

Office: (609) 877 2900

Fax: (609) 385 4645

Email: d.diggs@wmua.info\*\*

b. Thomas Dickinson

L5E, LLC ["5"]

31 Flemish Way, Suite 100

Lumberton, NJ 08048

Office: 609 914 4554

Mobile: 609 500 8662

Fax: 609 267 3983

Email: thomas.dickinson@EnergyBy5.com \*\*

- 2. Official responses to inquiries will be made only by the MUA.
- 3. Due to the bid and award schedule, informational responses to inquiries <u>may</u> be made by 5 and confirmed by the MUA.

#### **G.** Proposal Submittals

- 1. <u>Non-price</u> Supplier contract and related documents are requested to be delivered to the MUA's address above no later than December 11 and shall include:
  - a. Form(s) of Supply Agreement in an unprotected Microsoft Word format only
  - b. Sample invoice identifying the pass-through of Capacity and Transmission charges plus fixed pricing for all other components
  - c. Supplier company information
- 2. Completed and signed Price Submittal Forms are required by <u>1:00 PM</u> as attachments to emails to each of the above recipients.
  - a. Sealed Bid Packages containing Price Submittal Forms and executable contracts received prior to this time will be held until 1:00 PM for the formal bid opening.
  - b. Sealed Bid Packages received after 1:00 PM <u>may</u> be rejected, at the discretion of the MUA, as non-conforming.
- 3. Non-Priced Supplier forms of contracts for the various requested terms, and related non-priced bid documents, are requested in advance of the bid opening time. Contracts with blanks for price values may also be submitted in advance with the provision that the winning price from the email Price Submittal Form be inserted by hand and initialed by the MUA

#### **H.** Enrollment of Accounts

1. Any account that Bidder fails to enroll as of its May 2016 meter read date shall be:

- a. Enrolled on next possible meter read date.
- b. Covered under the contract until the end date for other accounts.
- c. Be served at the contract Supply Price applicable to all accounts enrolled as of their respective October meter read dates.

#### I. Conflicts Between This Specification & MUA Bidding Documents & Instructions

- 1. Any conflict between this specification and the MUA bidding instructions shall be communicated to both the MUA and 5
- 2. Request for clarifications from Suppliers well in advance of the December 15 bid due date is highly encouraged

#### J. 5 Fee

1. Supplier prices shall include 5's fee of \$0.00432 for Advisory Services over the term of the executed contract.

#### K. ATTACHMENTS Forming Part of this Specification

- 1. Board Resolution naming 5 as the Board's Energy Advisor
- 2. Data Access Letter of Authorization
- 3. List of Electricity Accounts
- 4. Bidder Submittal Forms
  - a. Non-Price Data
  - b. Price Submittal Form(s)

## Willingboro Municipal Utilities Authority Supplier Bid Information [Non-Price Data]

The following information is for purposes of evaluating bids. This form is to be submitted <u>by May 15, 2015</u> in accordance with this Specification for Electricity Supply.

Capacity Tags [kW] Sum for All Accounts	
<u>Transmission Tags [kW]</u> Sum for All Accounts	
Number of Accounts to be served by the Supplier	
12 Month Historical Usage – Aggregate for all accounts	

# Willingboro Municipal Utilities Authority <u>Supply Prices</u>

The following prices are in full conformated below. Bidders may attach su	pplemental pricing forms	ion for the Supply of Electricity unless specifically s, worksheets, etc. but they must be referenced must be reflected in the submitted executable
<u>FULL REQU</u>	IREMENTS SUPPL	Y including NJ SUT
ALL ACCOUNTS		PRICE in \$/kWh
Commencing on December 2015 Mete	er Read Dates:	
	Full Fixed Price	Fixed Price + Capacity & Transportation Pass- <u>Fixed Price</u> <u>Through</u>
Longest Term of Months	s	
48 Month Term		
36 Month Term		
24 Month Term		
12 Month Term [for info-only]		
Authorized Supplier Repres	entative Signature	Date

## Willingboro Municipal Utilities Authority <u>Electricity Supply Contract Exceptions</u>

#### SUPPLIER EXCEPTIONS, QUALIFICATION AND NOTES TO SPECIFICATION & SUBMITTED PRICES

The following comprise all the Bidders exceptions whether or not this information is reflected in the submitted contract documents:

1.

### CUSTOMER USAGE INFORMATION AUTHORIZATION (Non-Residential)



I hereby authorize L5E, LLC my utility and each energy supplier listed below to act on my behalf for the purpose of obtaining information about my historical energy usage and billing information and consent to the release of same so that L5E, LLC may evaluate my energy usage patterns and work with my utility and/or the energy supplier(s) listed below to supply energy for our accounts. The utility considers all customer usage information to be confidential. This authorization in no way binds me to the purchase of any service or product from L5E, LLC or the utility and/or energy supplier(s) named herein. Energy usage and billing information is to be used for the sole purpose of determining my offer price of electricity service or the provision of other energy-related services.

Supplier/Consultant Information (pl L5E, LLC	ease print): representing <u>WILLING BOOD</u>	MUNICIPAL UTILITIES BUTHORIT
Address 4545 Fuller Drive, Suite 41	12, Irving, TX 75038	(Company)
Email:email5@EnergyBy5.com	Phone Number (972) 445-9584	FAX <u>(855) 329-3483</u>
Type of Data Requested (select one  X Sixty (60) minute interval data (if a  Monthly billing information (will be	available) provided in ASCII text file	is unavailable)
NOTE: Billing information will typica Company Information (please print)	Ily cover the most recent twelve-	month period.
My Utility PSE+G		
Energy Suppliers  CompanyName WILLINGBORD MUI Address 433 JOHN F. KENNED City WILLINGBORD  Business Contact Name ANDREW  Party other than customer to be Bille	y WAY State <u>ハナ</u> Zi Phone Numb	ip <u>08046</u> Der (649) (577-1913
Business Representative's Signature		Pate // 1/2
This authorization is valid for 90 day have this authorization valid until 5  Account Number(s) (As shown on La  JCP&L us the 20-digit Customer Num  See Attacher List	(date & initial)  Itest Bill) [For PSE&G, use the 20	
27- 11HAICD ~131		

Each utility has specific rules for releasing information, and this service may be subject to a charge by the utility

which 5 will bear. **9** 855-275-3483

**⊕**www.EnergyBy5.com



Date:	
	contract details, contract end dates and product pricing on
on behalf of WILLING BORO MUNICIPAL UTILITIES	SAUTHORITY (WMUA)
We would like all our offers to come exclusively through 5 account to be shared with our Energy Advisor, 5, until furt	and would like all communication regarding our load and her notice. This exclusivity form can be rescinded at any time.
If you have any questions, please contact me at	
Log 877 1913 or and weber & some of Phone Number Email Address Andrew @ wmua. 1	nfo
Sincerely,	
Client's Legal Business Name	WmuA
Printed Name of Authorized Representative	Andrew Weber
Authorized Representative's Title	Ex Dir
Authorized Representative's Signature	Dun

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\$28,708.19	\$57,416.38			Total
\$263.34 0338001-500B wells 91011	\$495.00	Alaimo	078486	8/21/14 M-260-294-000 0
\$231.66 0338001-500A well 6 electric	\$495.00	Alaimo	078486	8/21/14 M-260-294-000
\$1,106.56 0338001-500B wells 91011	\$2,080.00	Alaimo	077770	6/19/14 M-260-294-000
\$973.44 0338001-500A well 6 electric	\$2,080.00	Alaimo	077770	6/19/14 M-260-294-000
\$513.38 0338001-500B wells 91011	\$965.00	Alaimo	076931	5/22/14 M-260-294-000
\$451.62 0338001-500A well 6 electric	\$965.00	Alaimo	076931	5/22/14 M-260-294-000
\$8,133.32 0338001-500B wells 91011	\$15,288.19	Alaimo	074669	12/18/13 M-260-294-000
\$7,154.87 0338001-500A well 6 electric	\$15,288.19	Alaimo	074669	12/18/13 M-260-294-000
\$5,256.16 0338001-500B wells 91011	\$9,880.00	Alaimo	074198	10/17/13 M-260-294-000
\$4,623.84 0338001-500A well 6 electric	\$9,880.00	Alaimo	074198	10/17/13 M-260-294-000
Amount Allowable Portic Project # Proj Descr	Amount	Vendor	Invoice #	Wtgdate Job#

#### WILLINGBORO TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

#### Resolution No. 2015-10-

### RESOLUTION AUTHORIZING THE APPOINTMENT OF LSE,LLC ('5') TO PROVIDE ENERGY ADVISORY SERVICES

WHEREAS, there exists a need for the Authority to obtain the services of a qualified vendor to provide energy advisory services for the procurement of electric energy and to assist the Authority with the management of its ongoing energy needs; and

WHEREAS, the 5 firm ('Firm') responded to an RFP describing the nature and extent of the services to be provided and their qualifications; and

WHEREAS, Authority staff deems the Firm's proposal as advantageous to the Authority, particularly where the Finn can assist the Authority in managing its significant and costly electric power needs and with the procurement of electric power in frequently volatile markets; and

NOW, THEREFORE, BE IT RESOLVED by the Willingboro Township Municipal Utilities Authority as follows:

- 1. The Executive Director is hereby authorized and directed to execute and deliver an appropriate written agreement to the Firm, consistent with the terms of this Resolution.
- 2. The written agreement shall be for a period not to exceed one year.
- 3. The notice of this resolution shall be published in the Burlington County Times as prescribed by law.

T Wayne Scott, Chairman Date:

#### **CERTIFICATION BY SECRETARY**

I, Michael A. Armstrong, Secretary of the Willingboro Municipal Utilities Authority do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Authority at the regular meeting held wednesday, October 21, 2015.

In witness thereof, I have here unto set my hand and affixed the seal of the Authority this 21st day of October,

2015.

Michael A Amstrong, Secretary