



CAPITOL REGION PURCHASING COUNCIL

**REQUEST FOR PROPOSAL (RFP) #2024-03-14
FOR ENERGY CONSULTING AND PROCUREMENT SERVICES**

Issue Date: March 14, 2024

Deadline for Questions: March 25, 2024 (2:00 PM Eastern)

Response Date/Time: April 4, 2024 (2:00 p.m. Eastern)

Response Location: crocog.bonfirehub.com

RFP: ENERGY CONSULTING AND PROCUREMENT SERVICES

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I. Introduction and Intent

The Capitol Region Purchasing Council (CRPC), a program of the Capitol Region Council of Governments (CRCOG), seeks proposals from qualified and experienced Energy Consultant to provide a broad range of advisory, procurement and administrative services in support of the agency's cooperative energy program. Participation in the CRCOG Electricity Consortium and the CRCOG Natural Gas Consortium is open to all members of the CRPC, CRCOG's procurement arm. The CRPC currently services approximately 133 municipalities, boards of education and government agencies across the State through an extensive cooperative purchasing program that has been in existence for over 50 years. A complete member roster is available on the CRCOG website: <https://crcog.org/municipal-services/crpc/> .

CRCOG serves as the umbrella contracting authority on behalf of its energy consortia members. CRCOG intends to enter into an agreement with the selected firm and will execute master contracts with energy suppliers to be hired through a subsequent reverse auction bidding process. All fees for the scope of services outlined in this RFP will be generated through subsequent contracts with suppliers. Any contracts executed on behalf of members are subject to the appropriation of funds on an annual basis.

It is CRCOG's intent to award a contract for a five-year term, with options for additional two-year extensions.

II. Background and Introduction

energy Program Overview

CRCOG created two distinct consortia in response to the deregulation of Connecticut's natural gas and electricity markets. Due to current market conditions, the natural gas consortium is on hiatus, but both programs offer participating communities the opportunity to save real tax dollars by aggregating commodity volumes and load profiles, play an active role in managing their utility account, streamline time-consuming independent bid requirements and contract negotiations, and access innovating procurement methods/strategies and market intelligence.

A. CRCOG Electricity Consortium

The CRCOG Electricity Consortium launched in 2009 after the success of the CRCOG Natural Gas Consortium. We conducted our most recent reverse auction in 2019, which resulted in an 18.2% savings for the nine municipalities and government agencies who participated in the Consortium.

B. CRCOG Natural Gas Consortium

Founded in 1998, the CRCOG Natural Gas Consortium managed over 70 million ccfs of natural gas on behalf of its thirty members before the group reverted to the utility beginning in July, 2014. Any respondent should be prepared to provide regular updates

on the third-party provider market, should it become advantageous to return to the market.

C. Advisory Committee

An advisory committee, comprised of a diverse group of municipal representatives, will be used to appropriately frame the scope of CRCOG's energy programming moving forward, provide advice on the selection of key vendors and provide on-going technical direction to both CRCOG staff and the hired firm. CRCOG will also assign one or more in-house coordinators to work directly with the hired firm and the participating communities.

D. Program Expansion Opportunities

For over fifty years, the CRPC has conducted annual bids covering heating oil, diesel, and gasoline on behalf of its members. These bids, which package the requirements of dozens of municipalities, boards of education and agencies, have historically allowed each participating member to make individual awards based on their specific requirements (product specifications, delivery locations and schedules, etc.) CRCOG is interested in exploring options for establishing a pilot program to aggregate the purchase of heating and/or transportation fuels for interested CRPC members. In the spirit of its electricity and natural gas consortia, CRCOG envisions serving as the umbrella contracting authority for resulting contracts. The successful consulting firm would be responsible for advising CRCOG on the viability of setting up such a cooperative, and if feasible, would be responsible for advising CRCOG and provide technical assistance and procurement services in support of its launch time and future expansion.

III. Scope of Services

The hired firm will be expected to provide the following scope of services, at a minimum, to assist CRCOG in its efforts to obtain competitively priced energy commodities for the members of its consortia:

A. Energy Market Research and Intelligence

Furnish access to energy market information and provide expert guidance on market conditions, local pricing and potential cost avoidance savings; track energy markets, including ongoing regulatory matters, wholesale activity levels and retail activity levels affecting Connecticut.

B. Administrative Support, Data Management and Reporting Activities

Collect account and a minimum of twelve months of historical usage data for all consortia members; verify and validate all relevant data prior to administering energy procurements; review and analyze usage data to develop a comprehensive procurement strategy; design a central data repository for account data storage that can be downloaded to Microsoft Excel files; interface with utility companies to provide enrollment support;

audit bills to ensure consortia participants are being charged the correct commodity rate; provide supply contract review, negotiation and management support; and track and remit payments to CRCOG of the agency's administrative fee, which shall be built into all resulting contracts on a mutually agreed upon disbursement schedule.

C. Energy Procurement

Provide detailed information on and access to available competitive online procurement solutions (e.g. reverse auctions, etc.) used successfully by other public sector entities. CRCOG expects the consultant to make strategic recommendations to select the methodology that best meets the needs of the energy consortia. CRCOG is looking for a consultant who can provide reverse auction services for our next procurement. In addition, the consultant will:

- Analyze and aggregate accounts to promote competition and bidding
- Establish a competitive, online procurement process that complies with the members' purchasing requirements;
- outreach to the supplier community to gauge willingness to bid on select products and potential resistance to particular contract terms;
- prepare a formal procurement strategy that addresses optimal times to solicit bids, preferred account groupings, contract length options, green requirements and member risk thresholds; prequalify suppliers;
- advertise the procurement opportunities and actively marketing them to suppliers; host bidding conferences and train suppliers for successful participation in on-line procurements;
- create and host a procurement website accessible to CRCOG and all interested suppliers; prepare all solicitation documents; establish pricing benchmarks;
- administer any and all on-line procurements; generate savings estimates; and provide bid summaries/analyses and recommendations for award.

D. Green Energy

Assess member requirements for renewable energy and include related options in procurement processes and resulting supplier contracts;

E. Pilot Program Design and Support

Advise CRCOG members on the viability of setting up a pilot procurement for certain refined products (heating oil, gasoline and/or diesel); create separate procurement strategies for each; provide all necessary technical assistance to launch such an initiative; and measure procurement results to determine if and when an expansion is warranted.

F. Marketing, Education and Outreach

Host annual workshops on energy markets; provide explanatory materials for consortia members describing the procurement process and procurement strategy; organize and

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conduct pre-bid conferences for prospective bidders; host orientations for consortia members; make periodic presentations to professional associations in conjunction with CRCOG staff; and develop and implement an advertising campaign to increase awareness of CRCOG's energy programming by eligible towns/agencies within the State of Connecticut.

G. Optional Desired Services

Optionally, CRCOG desires a consultant who can provide additional energy services. Specifically:

- Energy Savings Analyses
- Audits,
- Cost Benefit Analysis.

Energy audit services should include energy audit reports and familiarity with the Eversource Energy Opportunities Programs.

- Additional optional services CRCOG desires for the consultant to provide include the selected energy efficiency programs and services, including, but not limited to: Cooling and Heating Heat Pump Conversions,
- Lighting Technology,
- Refrigeration and Process Equipment,
- HVAC Upgrades,
- Variable Frequency Drives,
- Natural Gas Equipment Upgrades,
- Major Renovations,
- Insulation,

IV. Minimum Qualifications

The following minimum qualifications must be present for a firm to be considered for award of a contract under this RFP:

1. All required licensures, registrations and certifications to do business in the State of Connecticut.
2. Experience furnishing long term market analyses, competitively procure natural gas, electricity and fuels and provide energy price risk management services.
3. Key personnel assigned to the CRCOG contract must have more than 10 years' experience working in energy markets.
4. Experience evaluating the financial viability and reliability of energy suppliers.
5. Verifiable experience consulting on projects of similar size and scope and for other public entities.

V. Preparing a Response

By submitting a response, respondents represent that they have thoroughly examined and become familiar with the scope of services outlined in this RFP and can perform the work to achieve the objectives.

Respondents are asked to submit all responses to crcog.bonfire.com. Please note, if you have alternate proposals, you have that option and will only be required to submit unique documents for the alternate options as indicated.

1. **Questionnaire.** All vendors are required to fill out and upload the questionnaire for this RFP at crcog.bonfire.com. This questionnaire has 3 tabs that need to be completed. They are as follows:
 - Company Information.
 - Current Users and References. Submit five current clients (Note: Government/cooperative procurement references are strongly preferred). If you have additional references you would like to submit, please submit it as a separate document under Relevant Experience.
 - Project Team. A list of three personnel who will be assigned to service the CRCOG contract. Please describe the roles and responsibilities of each team member.

2. **Relevant Experience.** This is a Word Doc the vendor should upload (.doc or docx format, please). This is a detailed description demonstrating significant experience providing comprehensive energy consulting and procurement services to other public agencies, including robust e-procurement solutions. Indicate how long your firm has been offering these services. If applicable, also include specific examples of how your firm has successfully customized similar solutions to serve the unique needs of a regional municipal purchasing cooperative. (Note, if any work will be subcontracted out, please upload a **separate** document in this section that describes that work)

3. **Project Understanding/Approach to Provide Requested Services.** This is a Word Doc the vendor should upload (.doc or docx format, please). Describe in detail your understanding of the scope of services required and your firm's ability to provide the full spectrum of technical assistance needs outlined therein. Describe in detail your approach to providing the desired services and highlight any relevant special services your firm provides that could be beneficial to the CRCOG energy program, particularly those that may not be offered by other firms. As part of your response, please specifically address (in clear separate sections):
 - how your firm evaluates market conditions and identifies optimum energy procurement strategies to minimize risk and seize pricing opportunities for the purchase of natural gas, electricity and other energy sources;
 - the range of innovative, on-line procurement tools that you can offer to the CRCOG consortia and documented successes you have had using each option;

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- your approach to securing qualified and financially viable energy suppliers to provide reliable energy supply;
- how your firm can help member towns reach their alternative energy goals;
- your firm's experience securing supplier contracts for heating and transportation fuels on behalf of municipal clients.

Please note, alternate proposals will be accepted for this section.

4. **Fee Proposal.** This is an Excel spreadsheet (.xls or .xlsx) vendors are required to submit. Services under resulting contracts shall be provided at no direct cost to the Capitol Region Council of Governments. All-inclusive fees, however, for the performance of services outlined above, may be levied on the energy suppliers' awarded contracts based on aggregate loads per commodity. Respondents shall clearly outline their per unit fee structure (per KWh, per ccf, etc.) and any and all available sliding scale discounts, pricing incentives or rebates based on load volumes, savings generated or other measurable criteria.

CRCOG reserves the right to negotiate fees and project scope with the successful respondent if it is deemed to be in the agency's best interest. All proposals submitted shall be considered valid for at least one hundred and twenty (120) days from the opening date.

Please note, alternate proposals will be accepted for this section.

5. **Insurance.** All respondents are required to submit, with their responses, a copy of the cover sheet from their insurance policy(ies) (or an equivalent piece of documentation) which demonstrates the firm's current coverages and limits for General Liability, Automobile Liability, Professional Liability and Worker's Compensation Insurance as appropriate for the project work required herein.
6. **Additional Required Data.** The following are additional questions or data CRCOG is also requesting from each vendor:
 - Acceptance of all terms, conditions and requirements contained in the RFP. If you do not accept all terms, conditions, and requirements, please upload a separate document under Relevant Experience that details an explanation.
 - Are you legally licensed/registered to do business in Connecticut? (True/False question)
 - Non-Collusion Certification (True/False): The company certifies that this RFP is being submitted without any collusion, communication, or agreement as to any matter related to the RFP with any other respondent or competitor.

Responses must be submitted no later than the time and date on the coversheet or as listed on crcog.bonfirehub.com (whichever is later). Responses should be submitted online at crcog.bonfirehub.com

Any responses received after this date and time will not be considered.

VI. Questions

Questions shall be submitted **only via crcog.bonfirehub.com** by time and date on the coversheet or as listed on crcog.bonfirehub.com (whichever is later). No oral interpretations shall be provided. Responses shall be posted as addenda at crcog.bonfirehub.com. It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.

VII. Terms and Conditions

1. Acceptance or Rejection by the Capitol Region Council of Governments

The CRCOG reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the CRCOG and its members. Respondents whose proposals are not accepted shall be notified in writing.

2. Ownership of Proposals

All proposals submitted in response to this RFP are to be the sole property of CRCOG and shall be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

3. Changes to Proposals

No additions or changes to the original proposal will be allowed after submittal.

4. Contract Requirements

A formal contractual arrangement will be entered into with the consultant, selected as per the CRCOG standard form of agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any Contract award.

5. Amending or Canceling Request

CRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

6. Waiver of Informalities

The Capitol Region Council of Governments reserves the right to accept or reject any and all responses to this Request for Proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in its best interest.

7. Collusion

By responding, the firm implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this RFP; is

in all respects fair; and has been submitted without collusion or fraud. It is further implied that the firm did not participate in the RFP development process, had no knowledge of the specific contents of the RFP before its issuance, and that no employee of CRCOG either directly or indirectly assisted in the vendor's proposal preparation.

8. Assigning/ Transferring of Agreement

Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from CRCOG.

9. Termination

CRCOG may terminate any contract(s) or any part of any contracts resulting from this process at any time for: cause, default or negligence on the part of the vendor; or if the vendor fails, in the opinion of the Agency, to meet the general terms and conditions of any resulting contract or to provide a level of service that is deemed to be in the best interest of the Agency.

10. Severability

If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

11. Affirmative Action

The Towns participating in this RFP are equal opportunity employers and require an affirmative action policy from all contractors and vendors as a condition of doing business with the towns, as per Federal Order 11246. By signing the proposal sheet for this bid, all vendors and contractors agree to this condition of doing business with the towns and should the towns choose to audit their compliance, the vendor agrees to cooperate fully.

12. Insurance Requirements

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire transition and contract period the following insurance coverages covering the Respondent and all its agents, employees and sub-contractors and other providers of services, and shall name the Capitol Region Council of Governments and its employees and agents as an Additional Insured on a primary and non-contributory basis to the Respondent's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance. In addition:

- A. All policy forms shall be on the occurrence form.
- B. Acceptable evidence of coverage will be on the ACORD form or a form with the same format.

- C. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- D. Each certificate shall contain a 30-day notice of cancellation.
- E. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-" policy holders rating according to Best Publications latest edition Key Rating Guide.

Required insurance coverage:

- A. **Professional Liability Insurance** with limits up to \$2,000,000 aggregate limit issued on claims made basis for the term of the contract and continuing for two years following the completion of the contract at the Vendor's cost.
- B. **Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance**, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Vendor to pay and/or indemnify.
- C. **Automobile Liability Insurance** including non-owned and hired vehicles in the same limits as indicated above.
- D. **Workers' Compensation Insurance** at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- E. **Excess Liability Umbrella Form** over sections B, C, and D-Employers' Liability with limits up to \$4,000,000.

13. Hold Harmless and Indemnification

In addition to its obligation to provide insurance as specified above, the Vendor, its subcontractors, agents and assigns shall indemnify and hold harmless the Capitol Region Council of Governments and its member municipalities, including but not limited to, its elected officials, and its officers, from any and all claims made against the CRCOG, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in performance of services by the Vendor during the Vendor's performance of this Agreement or any other Agreements of the Vendor entered into by reason thereof. CRCOG agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

VIII. Evaluation and Award Criteria

Proposals shall be evaluated by the Capitol Region Purchasing Council using the following criteria:

Element	Weighting
Relevant and overall experience in energy consultant and procurement services	10
Project Understanding / Approach	35
Project Team experience and quality	10
Quality of References	20
Fee Proposal	25
Minimum Requirements Met	Pass/Fail
Non-Collusion Statement Answered as True	Pass/Fail

Selection shall be made of one or more respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the respondent(s) so selected. After negotiations have been conducted with the respondent so selected, the Capitol Region Purchasing Council shall select the respondent which, in its opinion, has made the best proposal, and shall award the contract to that respondent if it so chooses.

Should CRPC determine in its sole discretion that only one respondent is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that respondent. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.