# TOWN OF GLASTONBURY REQUEST FOR PROPOSAL RENEWABLE ENERGY CERTIFICATES RPGL-2019-05

The Town of Glastonbury will be accepting proposals from qualified firms to provide Renewable Energy Certificates (RECs) to the Town and Glastonbury Public Schools. Interested individuals and firms should obtain proposal documents from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 or via the Town's website at <a href="https://www.glastonbury-ct.gov">www.glastonbury-ct.gov</a>.

Proposals must be submitted to the office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut, no later than 11:00 AM on June 21, 2018. LATE PROPOSALS WILL NOT BE CONSIDERED.

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town. All Sealed proposals must be submitted to the Office of the Purchasing Agent no later than the time and date indicated.

An Affirmative Action/Equal Opportunity Employer. Minority/Women /Disadvantaged Business Enterprises are encouraged to respond.

Mary F. Visone Purchasing Agent

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Attachment A: Proposal Response Form

#### Section 1 – General Information

#### A. Introduction

The Town of Glastonbury is participating in the Sustainable CT Program. As such, the Town is committed to purchasing a portion of its annual municipal and educational electricity requirement from clean, renewable sources.

The purpose of this Request for Proposal (RFP) is to receive proposals from prospective Renewable Energy Certificates (REC) suppliers.

# B. Quantity, Term, and Schedule

The Town is seeking the purchase of RECs in the following quantities for the periods indicated:

	Town	BOE
Fiscal Year Period	Quantity (MWh)	Quantity (MWh)
1 July 2018– 30 June 2019	2,450	5,900
1 July 2019– 30 June 2020	3,250	6,500
1 July 2020- 30 June 2021	3,478	6,956
1 July 2021– 30 June 2022	3,500	7,000
1 July 2022– 30 June 2023	3,534	7,067

The selected respondent shall start delivery on July 1, 2018.

# C. Ordering and Payment

Payment for the RECs will be made by both the Town of Glastonbury and the Glastonbury Public Schools in the approximate proportions of 1/3 and 2/3, respectively. The Town and Glastonbury Public Schools' Fiscal Year runs from 1 July through 30 June. The Town and Glastonbury Public Schools will each issue a purchase order, upon award of this contract, for their respective shares of the RECs for the period <u>July 1, 2018 through June 30, 2019</u>. Thereafter, the Town and Glastonbury Public schools will each issue a purchase order on or about 1 July of each year for their respective shares of the RECs for the period 1 July through 30 June of the following years. Upon receipt of the purchase orders the supplier will invoice and, subsequently, be paid for the year's RECs. Other billing schemes and frequencies will be considered if the proposer offers them through their proposal.

# Section 2 – Considerations & Restrictions, and Other Requirements

- All reports, data, and other documents prepared by the Consultant according to this Agreement shall be submitted to the Town for its review and approval. Resulting work products of the Consultant pursuant to this solicitation shall become property of the Town of Glastonbury.
- No such approval shall in any way be construed to relieve the Consultant of responsibility for technical adequacy or operate as a waiver of any of the Town's rights under this Agreement. The Consultant shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- The Town shall not be obligated to accept any proposal and the Town shall reserve the sole right to determine the appropriateness of any proposal for this work.

## A. Project Submittals

The respondent shall be expected to be present at meetings which may need to be conducted with user groups, either at the Town, on site, or elsewhere. Specifics will be identified prior to start of work in conjunction with the Respondent.

# **B. Project Coordination**

The Respondent will work closely with the Dave Sacchitella, Building Superintendent through all phases of the project. The Town will provide access to the property, and make available plans and drawings as applicable.

# Section 3 – Scope of Services

# A. REC Requirements

The RECs to be purchased/sold through this solicitation must meet the following minimum criteria:

- RECs shall be generated from wind, solar, small scale hydroelectric (certified by Low Impact Hydropower Institute), landfill gas, wave or tidal, geothermal, or biomass.
- One (1) REC shall represent and include all RECs associated with one (1) MWh
  of energy generated by the renewable generating facility and delivered from the
  facility to the grid.

- RECS shall be certified by the Center for Resource Solutions' Green-E program or as defined in section 16-1 of the general statutes as Connecticut Class 1 renewable energy sources.
- Each REC shall include all fuel, emissions, air quality, or other environmental characteristics, credits, benefits, reductions, offsets, and allowances resulting from the purchase, generation, or use of energy.
- RECs provided under this RFP shall be warranted by the seller to ensure the Town receives clear title and ownership to the RECs purchased and to ensure the environmental benefits contained in the RECs have not been double-claimed or double-sold.
- REC documents shall be delivered to the Town and/or Board of Education within 60 days after the end of the calendar year.
- REC's purchased for a given contract year must meet REC "vintage" requirements for that year.

## **B.** Pricing

Respondents shall provide prices in U.S. dollars (inclusive of all applicable charges and fees). Quotes shall be on a unit price basis with a quote provided for each of the periods indicated. Respondents shall indicate any additional discounts for volume and/or contract periods that are available and specify any alternative or flexible pricing structures offered. Respondents shall identify any discounts that may be offered for Town participation in the Sustainable CT Program.

# **Section 4 - Proposal Submission Requirements**

# A. Proposal Instructions

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the Town objectives.

• All firms are required to submit one (1) <u>clearly marked original</u> and seven (7) copies of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked with the firm's name and address and the following:

SEALED REQUEST FOR PROPOSAL RENEWABLE ENERGY CERTIFICATES RPGL-2019-05 June 21, 2018 TIME – 11:00 A.M.

- All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
- 1. Table of Contents to include clear identification of the material provided by section and number.
- 2. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
- 3. Name, email address and telephone number of person(s) to be contacted for further information or clarification.
- 4. Provide a background and qualifications statement, including description and history of your firm and the servicing office. Describe similar products being provided and clients being serviced. Elaborate on any resources that are available to and likely to be used to satisfy the requirements of this RFP. Highlight significant accomplishments and awards as well as alliances or partnerships that may be relevant.

Provide, as an appendix, documentation to expand on any of the points included in this section. The Town reserves the right to contact the clients identified in this section regarding the services or products provided by the respondent. (Limit this section to 3 pages. Appendix: as required).

- 5. Respondent shall provide a list of 3-5 references and examples of previous similar projects successfully completed within the last five years, with the contact name, address and telephone number of the owners' representative in each project. The Town reserves the right to contact these organizations regarding the services performed by the firm.
- 6. Briefly describe the approach to the project, resources available to and envisioned for the requirement, and respondent's experience and ability to provide the products and services required as well as the respondent's ability to meet the Town's proposed schedule.
- 7. Provide specifics as to the technical aspects of the proposal to include:
  - Vintage of RECs offered
  - Mix and locations of energy resources

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- Certification or certifiability (Green-e, ERT, etc.) or other validation (DPUC recognition, letters of attestation, etc.) of RECs offered
- Attestation and/or warranty as to the exclusive ownership of the RECs and all benefits associated with them by the Town
- Marketing and promotional assistance available to the Town
- Sample of actual certificate to be provided
- Other clients that have purchased the RECs offered
- 8. Provide the proposed unit price in US dollars, by fiscal year, for the RECs. Include:
  - Price proposal including unit prices for the respective quantities and periods identified along with any proposed discounts
  - Billing and payment options
- 9. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
- 10. Proposal Response Form (ATTACHMENT A).
- 11. Description of any exceptions taken to this RFP. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.
- 12. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 8, 2013. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on (ATTACHMENT A). The selected respondent will also be required to complete and sign a Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on the Bids & Proposals Icon which will bring you to the links for the Code of Ethics and the Acknowledgement Form. If the respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal.
- 13. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
- 14. Any technical questions regarding this RFP shall be made in writing and directed to David Sacchitella, Building Superintendent, by email at <a href="mailto:Dave.sacchitella@glastonbury-ct.gov">Dave.sacchitella@glastonbury-ct.gov</a>. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588, or

by email at <a href="mailto:purchasing@glastonbury-ct.gov">purchasing@glastonbury-ct.gov</a>. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at <a href="mailto:www.glastonbury-ct.gov">www.glastonbury-ct.gov</a> (Upon entering the website click on Bids & Proposals Icon, click on the Bid Title to view all proposal details and document links). It is the respondent's responsibility to check the website for addenda prior to submission of any proposal. Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.

No other Glastonbury Town employee, elected official, or evaluation committee member should be contacted concerning this RFP during the proposal process. Failure to comply with this requirement may result in disqualification.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

#### **B. EVALUATION CRITERIA**

- The Town of Glastonbury shall select the responsible and responsive Proposal which is determined by the Town to be the best suited, most advantageous, and provides the best value to the Town on the basis of the criteria included in this Request for Proposal. The Town expressly reserves the right to negotiate with the selected firm prior to an award of any contract pursuant to this RFP. Best value shall be determined by consideration of the following factors.
  - Three to five references with demonstrated recent successful performance of similar projects completed within the last five years.
  - Approach to Project and Schedule: Resources available to and envisioned for the requirement, and respondent's experience and ability to provide the products and services required as well as the respondent's ability to meet the Town's proposed schedule.
  - Technical Requirements of the proposal:
    - Vintage of RECs offered
    - Mix and locations of energy resources
    - Certification or certifiability (Green-e, ERT, etc.) or other validation (DPUC recognition, letters of attestation, etc.) of RECs offered
    - Attestation and/or warranty as to the exclusive ownership of the RECs and all benefits associated with them by the Town
    - Marketing and promotional assistance available to the Town
    - Sample of actual certificate to be provided
    - Other clients that have purchased the RECs offered
  - Price proposal, proposed discounts and billing and payment options.

- The number, scope, and significance of conditions or exceptions attached or contained in the proposal.
- Overall quality, thoroughness, and responsiveness to the Town's requirements as summarized herein.

#### C. SELECTION PROCESS

- This request for proposal does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the request for proposals, if it is in the best interests of the Town to do so.
- A Selection Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this proposal. The Committee will then short list the specific firms whose proposals best meet all criteria required and may conduct interviews with these firms. Upon completion of interviews, the Selection Committee will forward to the Town Manager a list of firms recommended for further consideration.
- The Town Manager will review the Scope of Services, fee proposals, and other factors with the top-rated firm(s) and negotiate a specific agreement based on these discussions.
- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original qualification statement submitted.

#### D. TIMELINE

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFP	June 6, 2018
RFP Due Date	June 21, 2018
Shortlist of Proposals Received	Week of June 25 <sup>th</sup> (if applicable)
Interviews with Top Respondents	TBD
Fee Proposal and Scope of Services	TBD
Contract Effective Date	TBD

#### E. INSURANCE REQUIREMENTS

#### **INSURANCE**

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the Town of Glastonbury, Glastonbury Board of Education and their 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. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

# 1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee

A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury, Glastonbury Board of Education and their employees and agents.

# 2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000
  - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury, Glastonbury Board of Education and their employees and agents.

# 3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage:

Per Accident \$1,000,000

- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury, Glastonbury Board of Education and their employees and agents.
- 4) Errors and Omissions Liability or Professional Services Liability Policy

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- Provide Errors and Omissions Liability or Professional Services Liability
  Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per
  claim. The awarded respondent(s) will be responsible to provide written
  notice to the Owner 30 days prior to cancellation of any insurance policy.
- The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The respondent shall provide the Town copies of any such insurance policies upon request.

#### INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town, Board of Education and their consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

## **ATTACHMENT A**

Attest

# PROPOSAL RESPONSE PAGE

BID / PROPOSAL NO:	RPGL-2019-05	<b>DATE DUE:</b>	<u>06-21-18</u>		
DATE ADVERTISED:	<u>06-06-18</u>	TIME DUE:	<u>11:00 AM</u>		
NAME OF PROJECT:	RENEWABLE EN	ERGY CERTIFICA	ATES		
The Respondent acknowled	ges receipt of the follo	wing Addenda:			
Addendum #1(Initial/	Date) Addendum #2	#2(Initial/Date) Addendum #3(Initial/Date			
It is the responsibility of the submitting the proposal.	respondent to check th	ne Town's website fo	r any Addenda before		
NON-COLLUSION STATE By submission of this propo collusion, communication, respondent or competitor. V agent of our company to co CODE OF ETHICS:	sal, the Respondent cer or agreement as to a We understand that thi	ny matter relating s proposal must be si	to it with any other		
I / We have reviewed a copy submit a Consultant Ackno		•	9		
*Respondent is advised tha consider any proposal when	t effective August 1, 20	03, the Town of Gla	stonbury cannot		
Type or Print Name of Individ	lual Doi:	Doing Business as (Trade Name)			
Signature of Individual	Stre	eet Address			
Title	City	City, State, Zip Code			
Date	Tele	ephone Number / Fax	Number		
E-Mail Address	SS #	# or TIN#			
(Seal – If proposal is by a Corpo	oration)				