



CHA22-01

Community College System of New Hampshire

Capital Planning and Development

SYSTEMWIDE TERM AGREEMENT

For

ENERGY CONSULTING SERVICES

**Proposal Documents
Specifications**

Firm: _____

Proposal Due Date/Time: March 31, 2022, No Later Than 3:00 PM

Request for Proposals

For:

Systemwide Term Agreement for Energy Consultant Services

By: Community College System of New Hampshire

26 College Drive

Concord, NH 03301-7407

BID # CHA22-01

Purpose: The Community College System of New Hampshire (CCSNH) wishes to engage the services of a qualified private firm to provide energy consulting services for the following areas: 1. Electricity deregulation; 2. Natural gas deregulation; and 3. Energy procurement and contracting for existing facilities.

The successful firm must be lawfully engaged in the service of providing the required consulting services in the State of New Hampshire. The purpose is to identify an energy consultant that has demonstrated capabilities which best meet our needs.

Background: The Community College System of New Hampshire (CCSNH) includes seven colleges located around the state, (Concord, Berlin, Claremont, Laconia, Manchester, Nashua and Portsmouth) several Academic Centers, (Littleton, Rochester, Keene, and Lebanon) and the Chancellor's office in Concord.

Requirements of Bidders

The successful consultant will:

- o Be authorized to do business in the State of New Hampshire.
- o Comply with all federal and New Hampshire state laws and regulations, statutes and policies.
- o Maintain adequate insurance coverage.

Proposal Instructions

Proposal Due Date: March 31, 2022, no later than 3 p.m.

All submissions must be sent electronically via email to Sean Fitzpatrick, System Office Procurement Administrator at purchasing@ccsnh.edu by March 31, 2022, no later than 3 p.m. from interested firms, to be eligible for consideration by the CCSNH. Each statement shall be clearly labeled.

Proposals shall consist of narrative materials and cost proposals.

When responding to the RFP, provide answers to questions in the "Requested Information" section in the order they are asked using the appropriate letter sequence.

If an institution cannot meet a requested service, then that should be indicated in the appropriate section. Clearly indicate any services that will be provided by a third party.

Schedule Of Key Events

Issue of Request for Proposal	Wednesday, March 9, 2022
Deadline for Questions	Friday, March 25, 2022
Proposal Due Date & Time	Thursday, March 31, 2022 @ 3:00 P.M.
Award and Notification to Successful Contractor, no later than	Friday, April 8, 2022
Contract Date & Commencement of Services	Friday, April 22, 2022

Proposal Inquires: All inquiries concerning this request shall be made via email to: Sean Fitzpatrick, System Office Procurement Administrator, at sfitzpatrick@ccsnh.edu. Answers to all inquiries will be posted publicly to the CCSNH website.

An agreement will be awarded for a three (3) year term. The contracting consultant may apply for an additional period at the conclusion of the three (3) year term agreement, per CCSNH Board Policies #542.4 and #542.5 (CCSNH Board Policies: www.ccsnh.edu/about-ccsnh/board-policies-system-policies-and-fees, Board Policies-Section 500 Facilities).

Evaluation of Proposals

Proposals will be reviewed by CCSNH. Interview meetings with bidders may be requested by CCSNH. CCSNH will select the proposal that best suits the needs of CCSNH and offers the best overall value. No single factor will determine the final award decision. CCSNH will negotiate with the successful institution to determine final price and contract form.

The CCSNH reserve the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interests of the CCSNH, or to purchase on the open market if it is considered in the best interest of the CCSNH to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification. Statements, which do not incorporate our requested format for providing energy consulting services, will not be considered.

Proposals shall be submitted prior to the time stated in the RFP. Proposals received after the time so indicated shall be returned unopened.

All proposals received shall be considered confidential and not available for public review until after a Proposer has been selected.

This Request for Proposal (RFP) does not commit the CCSNH to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The CCSNH reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CCSNH to do so.

In an attempt to determine if a proposer is responsible, the CCSNH, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

The firms selected are expected to be determined by April 8, 2022.

AWARD OF CONTRACT:

Any contract entered into by the CCSNH shall be in response to the proposal and subsequent discussions. It is the policy of the CCSNH that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Proposer must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance;
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications and experience of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's price proposal. The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The CCSNH reserves the right to waive any formality, informality or information in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the CCSNH; or to purchase on the open market if it is considered in the best interest of the CCSNH to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The CCSNH reserves the right to incorporate minor modifications, which may be required by it. The Proposer will incorporate these changes at no additional cost but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The CCSNH reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the CCSNH.

CONTRACT:

Any Contract between the CCSNH and the Proposer shall consist of (1) CCSNH's standard contract for services, (2) the Request for Proposal (RFP) and any amendments thereto and (3) the Proposer's proposal in response to this RFP. In the event of a conflict in language between documents (2) and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the CCSNH reserves the right to clarify any contractual relationship in writing with the concurrence of the Proposer, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Proposer's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that their proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the CCSNH, along with applicable insurance certificates, within ten (10) calendar days from the date emailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the CCSNH shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Proposer. Delivery of the fully executed agreement to the Proposer shall constitute the CCSNH's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date emailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the CCSNH, the State of New Hampshire or the Federal Government.

APPLICABLE LAW, FORUM SELECTION, DISPUTE RESOLUTION:

This Agreement will be governed by New Hampshire law, without giving effect to conflict of laws principles. New Hampshire shall be the exclusive forum for resolving any disputes that arise hereunder. CONSULTANT agrees and acknowledges that any action based upon or arising in any way from this Agreement or any transaction contemplated or occurring hereunder must be brought in the State or Federal Courts located in the State of New Hampshire.

TERMINATION OF AGREEMENT:

The CCSNH may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or suspension, this

AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable prior to such abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the CCSNH as official records and documents of public concern and information.

The CONSULTANT agrees to process the services required by this AGREEMENT expeditiously to the completion of the assigned projects and to deliver these documents to the CCSNH without undue delay.

OWNERSHIP OF DOCUMENTS:

All documents shall become the sole property of the CCSNH as official records and documents of public concern and information for the project only. Reuse of any of these documents by the CCSNH, without written permission of the CONSULTANT, shall be at the CCSNH's risk.

ASSIGNMENT AND DELEGATION:

This Agreement and all obligations described herein are intended for the sole use and benefit of the parties and are not intended to create any third party rights or entitlements. Accordingly, this Agreement and any deliverables created hereunder may not be transferred or assigned to any other party without prior written consent of both parties.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the CCSNH reserves the right to obtain these services from any other vendor.

CONTINGENT NATURE OF AGREEMENT:

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the CCSNH, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the CCSNH be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the CCSNH shall have the right to terminate this AGREEMENT.

CLAIMS AND INDEMNIFICATION:

NON-PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the CCSNH and all of its trustees, officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.

PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the CCSNH and all of its trustees, officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance of professional services covered by this AGREEMENT.

These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the CCSNH, which immunity is hereby reserved by the CCSNH.

INSURANCE:

- a) It is agreed that, in accordance with Chapter 281 of the Revised Statutes Annotated, as amended, the CONSULTANT shall purchase and keep in effect, for the life of the AGREEMENT, workers' compensation insurance and require its sub-consultants to do likewise. The CONSULTANT shall furnish the CCSNH with certificates showing that this insurance has been purchased.
- b) Further agreed the CONSULTANT shall purchase and keep in effect, for the life of the AGREEMENT, commercial general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (CCSNH to be named as an additional insured). The CONSULTANT shall furnish the CCSNH with certificates showing that this insurance has been purchased.
- c) Further agreed, the CONSULTANT shall purchase and keep in effect, for the life of the AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the CCSNH with certificates showing that this insurance has been purchased.
- d) Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder or ten (10) days in cases of non-payment of premium. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than this time frame, after written notice thereof has been received by the CCSNH.
- e) The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the addendum will be posted to the CCSNH website at <https://www.ccsnh.edu/about-ccsnh/bidding-rfp/>. Any addendum to the RFP must be included by the Contractor in their proposal. Proposals that do not include addendums may be rejected. Before your submission, always check the website for any addenda that may have been issued which would affect the RFP.

Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed.

SCOPE OF SERVICES:

CCSNH wishes to hire an energy consultant to assist with the procurement of electricity and natural gas with the goal of reducing its overall energy costs.

The successful bidder will be expected to:

- Prepare and issue at least one RFP for electricity procurement over the course of the contract with CCSNH and Consultant
- Prepare and issue at least one RFP for natural gas procurement over the course of the contract with CCSNH and Consultant
- Advise the most advantageous time to enter into supply contracts
- Identify all relevant energy related data to be gathered
- Coordinate the timing of the above RFPs in order for bid awards and subsequent contracts to coincide with the expiration dates of CCSNH's existing electricity and natural gas contracts
- Prepare a written recommendation for each RFP
- Help CCSNH negotiate and develop a contract with the successful bidders of the RFPs

The CCSNH shall be responsible for providing the following information, which will be listed in **EXHIBIT A** of this RFP:

1. Location of each electricity account and the load factor for each account
2. Number, size and location of all facilities to be included in the energy performance contracting portion of this project
3. Location of each natural gas account and the usage history for each account
4. CCSNH's current energy contract expiration dates

REQUESTED INFORMATION:

A – Services - Please submit a response addressing the following questions.

- a) Please provide a description of how you plan to manage the energy supply procurement services and RFP/contract management for CCSNH.
- b) Describe the method by which you would recommend CCSNH acquire electricity and natural gas supply.
- c) Describe the data collection requirements necessary for CCSNH.
- d) Describe how you propose to work with CCSNH through the procurement process.
- e) How would you provide periodic market information necessary to obtain additional savings?
- f) Please identify additional services you would provide to help CCSNH in energy procurement.
- g) Please submit a detailed project work program and schedule broken down by task, including number of hours budgeted for each task.
- h) Signature: The proposal and cost proposal shall be signed by an official authorized to bind the CONSULTANT and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the following information: Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

B - Cost Proposal:

The CONSULTANT shall submit one (1) price quotation in a separate PDF file which is clearly marked as follows:

**CHA22-01
Cost Proposal for ENERGY CONSULTING SERVICES**

The Proposal shall include a firm fixed fee for services and contain any applicable hourly rates and overhead multipliers for all project personnel.

C – Organization Profile

Please give information on the organization’s profile including:

Overview of organization.

Corporate organization including location of corporate headquarters and branches. and their scheduled hours of operation.

D - Experience

Describe the organization’s direct experience servicing higher education/non- profit clients. Please include the number of higher education/non-profit clients and the dollar amount of energy contracts under management.

E - Relationship Management

Please identify the personnel who will work on the CCSNH account, their experience and their credentials. And please provide the name and title of the manager who would handle the CCSNH account.

F – References

Please provide 3 public sector/ education references that are similar in size and scope of activity as CCSNH.

G – Fees

Please describe your applicable fee structure and how those fees are generated in detail.

H - Insurance Certificates

Please provide a list of the type and amounts of insurance carried.

- a) It is agreed that, in accordance with Chapter 281 of the Revised Statutes Annotated, as amended, the CONSULTANT shall purchase and keep in effect, for the life of the AGREEMENT, workers’ compensation insurance and require its sub-consultants to do likewise. The CONSULTANT shall furnish the CCSNH with certificates showing that this insurance has been purchased.
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- c) Further agreed, the CONSULTANT shall purchase and keep in effect, for the life of the AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of \$500,000.00

combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the CCSNH with certificates showing that this insurance has been purchased.

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- e) The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

I - Other Service Enhancements/ Information

Please provide information on other products and services that your institution provides, not identified in this RFP that you believe would benefit CCSNH in meeting the objectives of the RFP.

FINAL COMMENTS:

CCSNH reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. CCSNH reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of CCSNH. Please do not contact any CCSNH employee to gather information regarding this RFP except Sean Fitzpatrick, System Office Procurement Administrator. **The Community College System of New Hampshire reserves the right to waive any and all informalities in its best interest.**