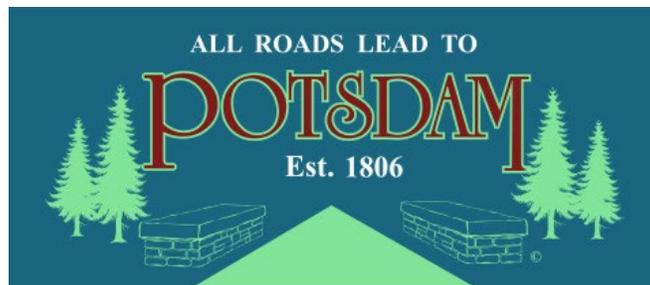


# TOWN OF POTSDAM, NEW YORK

## REQUEST FOR PROPOSALS

### COMMUNITY CHOICE AGGREGATION ADMINISTRATOR



Town of Potsdam  
18 Elm Street  
Potsdam, NY 13676

Issued: August 15, 2022

Respond by 4:00 p.m. Friday, September 30, 2022

Town of Potsdam  
Request for Proposals

# COMMUNITY CHOICE AGGREGATION ADMINISTRATOR

August 15, 2022

## SECTION I – PURPOSE, BACKGROUND AND GOALS

### A. PURPOSE

In this Request for Proposals (“RFP”), the Town of Potsdam, New York (the “Town”) intends to review the relevant experience of qualified firms (“Firm”) to administer a Community Choice Aggregation (“CCA”) program. The Town seeks a Firm with experience procuring 100% renewable clean energy products as defined by NYSERDA.

### B. SCHEDULE

Issuance of RFQ/P:	Monday, August 15, 2022
Deadline for Submissions:	<b>4:00 p.m. Friday, September 30, 2022</b>

### C. BACKGROUND

#### 1. The Town of Potsdam

The Town is located in the Adirondack foothills, in the center of St. Lawrence County, New York. It is home to two villages, the Village of Potsdam and the Village of Norwood. The Town Hall is located at 18 Elm Street, Potsdam, NY.

A square ten-miles on each side, the Town of Potsdam was established on February 21, 1806, upon an Act of the Legislature. David Clarkson and Associates purchased this land in 1802. In 1803, land agent, Benjamin Raymond, was one of the first settlers to the region. He built a hut on the banks of the Raquette River, and his charge was to sell land, build dams, businesses, and lay out roads and streets.

Since its formation, Potsdam has been considered a cultural and educational center. It is rich in education and technology, hosting the State University of Potsdam and Clarkson University, two exceptional learning institutions. Potsdam is also proud to have one of the state's finest public school systems and a progressive medical facility, Canton Potsdam Hospital.

## 2. Community Choice Aggregation

The purpose of Community Choice Aggregation (CCA) is to allow participating local governments to procure energy supply service and distributed energy resources (DER) for eligible energy customers within their community. These customers will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility.

Subject to local authorizing legislation, New York State towns are permitted to participate in a CCA program pursuant to the New York State Public Service Commission's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224 ("PSC CCA Order").

Following a public hearing held on May 17, 2022, the Town adopted Local Law No. 2 of 2022, titled: "A Local Law to Establish a Community Choice Aggregation (Energy) Program In The Town Of Potsdam," The local law authorizes the Town to implement and

participate in a CCA Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law and by the State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016), as may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224 (collectively, the “CCA Orders”), to include, without limitation, acquiring utility data and selecting one or more Energy Suppliers on behalf of Participating Consumers, including in cooperation with other municipalities for the purpose of establishing an intermunicipal CCA Program.

### 3. Community Choice Aggregation Administrator

The Administrator is responsible for program organization, administration, procurement, and communications, unless otherwise specified. They also play a critical role in developing and implementing a strategy for incorporating distributed energy resources, including renewable energy and energy efficiency, into the Community Choice Aggregation program. The Administrator is also the entity authorized to bid the total amount of electricity being purchased by participating consumers.

## D. GOALS

The Town seeks to provide rate payers price certainty and promote the sustainability and resilience of the energy production and supply system through the promotion, production and supply of 100% clean energy. Given this objective, the goal of this process and the Town’s CCA program is to achieve the following: a 100% renewable energy supply and fixed rates for the maximum achievable time frame without increasing current energy costs.

## E. RESPONSIBLE RESPONDENT QUALIFICATIONS

Respondents may be a non-profit or for-profit entity and should have experience procuring a) renewable clean energy product as defined by the New York State Energy Research and Development Authority (NYSERDA); and/or b) experience in all aspects of the implementation, organization and administrations of a CCA program. Respondents must be in good financial standing with federal agencies and the state of New York and in full compliance with all federal and state laws.

### **SECTION 2 – STATEMENT OF QUALIFICATIONS**

This section outlines the information that must be included in your Qualifications Statement.

Please respond with your information in the same order as the items are listed below.

1. Please indicate whether your firm purposes to undertake (a) procurement only; (b) implementation, organization and administration only; or (c) both.
2. Please provide a brief history of your firm including the number of years in business, identification of company ownership, and the number of employees. Describe a minimum of three (3) projects of similar scope that best demonstrate the firm's qualifications to undertake all aspects of this project.
3. Provide a description of the project team's organization and roles. Please include resumes of the project team members. Include their qualifications and experience as related to the scope detailed below as well as their anticipated assignments related to this project. Specific information on their background, training, and experience with similar projects should be included.

4. To the extent that you would engage subcontractors or consultants for this project, or would work on this project in conjunction with any project organizer or you or a principal, officer or agent would enter or has entered into any contract (as such term is defined in General Municipal Law Article 18) with any other third-party in connection with this RFP or your response to this RFP (any such subcontractor, consultant, organizer or other third party a “Third-Party”), please provide the name, location and contact information for each. Each Third-Party will be required to provide a complete copy of its contract with the Respondent. Please state which elements of the Scope of Services, if Community Choice Aggregation Administrator any, as described in Section 3 of this RFP, each Third-Party would perform or participate in performing (“Third-Party Services”). For each Third-Party please provide a brief history, including the number of years in business, identification of company ownership and the number of employees, together with the information specified in Items 1, 3, 5 and 6 of this Section 2 – Statement of Qualifications. With respect to each Third-Party, please also provide (a) the information specified in Section 3 – Scope of Services for each element of the Scope of Services comprising the Third-Party Services; and (b) to the extent relevant to the Third-Party Services, the information requested in Item D1 of Section 4 – Elements of Response. If any Third-Party has experience in the planning, implementation or administration of community aggregation programs in New York, please so indicate and describe such experience. If any contract between you and any Third-Party requires approval from the New York State Public Service Commission or any other agency of the State of New York, please submit proof of such approval. The information required by this subsection 4 may be furnished directly by any Third-Party as an addendum attached to your response to this RFP.

5. Please indicate if any additional staff would need to be hired in order to carry out this project.
6. Provide a minimum of three (3) clients for whom your firm has administered a CCA program. Include the following information for each client:
  - o Name and address of client;
  - o Name and telephone number of contact person;
  - o Summary of the services provided.
7. Provide an executed Non-Collusive Bidding Certification, which can be found attached to this RFP.

### **SECTION 3 – SCOPE OF SERVICES**

The Scope of Services should address respondent's capacity to perform the following expected administrative functions:

1. Draft and submit Implementation Plan and Data Protection Plan, incorporating local goals and priorities. Provide sample Plans if desired, as appendices.
2. Educate and notify public, according to and in compliance with the PSC CCA Order.
3. Lawfully and securely procure, transfer, and store anonymized and customer-specific program data on behalf of the Town, pursuant to an approved Data Protection Plan.
4. Analyze and report regularly to the Town and Public Service Commission on program data, pursuant to and in compliance with the PSC CCA Order.
5. Calculate value proposition of prospective commodity savings and cost certainty.
6. Identify and procure available local and regional renewable generation in accordance with clean energy goals as established by the Town.

7. Identify, develop, and report on opportunities to integrate other distributed energy resources (e.g., battery storage, energy efficiency, smart home/demand management programs, etc.).
8. Vet and pre-qualify prospective energy suppliers in accordance with any criteria established by the Town.
9. Develop commodity supply contracts and other agreements suitable to the Town and its legal counsel.
10. Ensure compliance with all legal and regulatory requirements.
11. Process customer enrollment and opt-outs.
12. Provide continued support to the Town and customers after program launch including:
  - o Customer service;
  - o Monitoring and management of contractual obligations;
  - o Regular program data and performance metrics reporting;
  - o Program development and enhancement; and
  - o Continued analysis of relevant market and regulatory issues.

## **SECTION 4 – ELEMENTS OF THE RESPONSE**

All proposal submissions must include the following information to be considered complete. The Town reserves the right to reject any proposal for non-compliance with these requirements and specifications and/or to waive informalities. Please respond to the sections following the same order as in this RFP. For each step, be sure to detail what technical and support services you would have available.

#### A. COVER LETTER

A transmittal letter on the respondent's business stationery from the individual(s) or a principal officer of the firm offering the proposal and certifying that the proposal will remain in effect for ninety (90) days after the proposal due date. The letter should contain a general description of the mission or focus of the organization, provide the name and address of the individual or firm, and contact information for the individual or officer (telephone number and e-mail address).

#### B. STATEMENT OF QUALIFICATIONS as defined in Section 2.

#### C. SCOPE OF SERVICES as defined in Section 3.

#### D. RELEVANT EXPERIENCE

The Relevant Experience should address the respondent's knowledge and involvement in the following subsections. The response should include but is not limited to the example questions listed below each subsection.

1. Energy Markets: New York State, regional, national and international energy markets.

*For Example:*

- a. Beyond commodity procurement, how would your experience help you to leverage the aggregation of consumer purchasing power for any additional supply-side market opportunities?
- b. What experience or credentials do you have in managing demand-side initiatives for residential and small business customers?
- c. Are there opportunities for CCA communities to participate in such as demand-side or efficiency markets as well, as a demand response resource, for instance?

- d. If so, how would participating customers share in the value created? What impact would this program have on rates and how would such a program be managed and staffed? How would participation be encouraged?
- e. How else may CCA communities leverage their collective market power to incentivize efficiency and create value for consumers in the future?
- f. What regulatory, political, and/or economic challenges must be overcome to achieve these outcomes?

2. CCA Administration:

Planning, implementation, and administration of community aggregation programs in New York and/or other states. Please provide 3 client testimonials; respondents may submit as an appendix.

## F. PROGRAM DESIGN

The Program Design should address the respondent's vision for the following subsections. The response should include but is not limited to the examples questions listed below each subsection.

1. Procurement Strategies:

Describe strategies and mechanisms to increase financial and environmental benefits for customers and the community.

*For Example:*

- a. Are there specific contract terms (length, fixed v. variable rates, consumer protections) you would advise the Town to specify? What contractual requirements would you employ to ensure procurement of cleaner energy than the default utility supply?
- b. What sources of renewable energy are available to supply the program and what are the estimated relative prices? Are there potential or future planned local sources of supply?

- c. How will you assist the Town in procuring local renewable energy and advancing the development of local projects?
- d. What is the likelihood that the Town can procure 100% renewable energy and save customers on their bills and/or not increase current costs?
- e. Will all customers in the Town pay the same rate? If not, what factors impact each customer's rate?
- f. Are there potential savings and/or earnings opportunities that may be afforded to some customers (based on location, income/credit profile, consumption) and not others?
- g. What rate advantages or disadvantages are there if other municipalities elect, join and participate with the Town?

2. Program Roles:

Describe proposed roles and responsibilities for management including those for the Town and other stakeholders. Specify staff resource allocations and provide related credentials.

*For Example:*

- a. How do you propose to work with local stakeholder groups?
- b. What role do you envision the Town playing in program administration? What workload should the Town expect for its staff, legal counsel, and elected officials?

3. Program Budget:

Describe the following:

- Proposed costs and fees to complete the Program Scope tasks.
- Ongoing administrative and other costs and fees throughout the term of the supply contract.
- Data acquisition and security fees.

- Payment schedule for proposed fees and costs and any schedule dependencies.
- Impact of costs and fees on the Town and program rates.
- Preliminary projections of program rates and savings estimates. Provide methodology behind any such projections.
- If proposal includes plans to contract any work externally to meet the requirements described, it must be clearly stated in the proposal with all costs including of any subcontracted work, and names of subcontractors clearly delineated.

*For Example:*

- a. Who pays the administrative fees? Will they appear on customer bills?
- b. What upfront costs, if any, is the Town expected to shoulder?

#### 4. Implementation Timeline:

Outline proposed timeline for completion of each requirement. Respondents may submit as an appendix.

#### 5. Ongoing Services:

What is the vision for the long-term success of this program beyond the initial contract?

*For Example:*

- a. How do you support community outreach beyond contract execution? Will you perform customer service throughout the term of the contract? Do you offer any additional outreach, complaint resolution, customer advocacy, or other services?
- b. Will there be a phone number and/or website provided for program customers?
- c. Will you perform any public-facing reporting to consumers regarding rate comparisons and savings estimates, new or updated program information, available services, etc.?
- d. Do you plan to offer additional programs to customers related to energy efficiency, renewable generation, demand management?

## SECTION 5 – SUBMISSION GUIDELINES

1. All respondents should carefully review the contents of this document. All of the Requirements and Specifications in this document may become part of an agreement to be signed by the Town and the successful respondent.
2. Proposals submitted in accordance with this RFP shall be reviewed by the Town Clerk and if deemed to be in appropriate form, forwarded for review to the Town Board of the Town of Potsdam.
3. **DEADLINE AND ADDRESS TO SUBMIT A PROPOSAL** – All proposals shall be received no later than **4:00 PM on Friday, September 30, 2022** at the office of:

Cindy Goliber  
Town Clerk  
Town of Potsdam  
18 Elm Street  
Potsdam, NY 13676

4. **PROPOSAL SIGNATURE REQUIREMENTS** – Proposals must be signed by the Respondent, if an individual, and if not an individual, by an Officer of the Respondent authorized to bind the Respondent to the provisions of the submitted proposal for a period of at least 180 days. Failure of the successful Respondent to accept the obligation of the contract may result in the cancellation of any award.
3. **PACKAGING OF PROPOSAL** – The Proposal package shall be enclosed in a sealed envelope plainly marked in the upper left-hand corner with the name and address of the Respondent and bear the words **“Request for Proposal (RFP) Town of Potsdam Community Choice Aggregation Administrator.”** Any Proposal received after the due date and time **cannot be accepted and will not be considered.**
5. **NUMBER OF PROPOSAL COPIES REQUIRED** – The Respondent must submit an

original and four (4) copies of the Proposal. Upon request by the Town, the Respondent must supply the Town with an electronic copy of the Respondent's proposal.

6. AMENDMENT OF REQUEST FOR PROPOSAL (RFP) – In the event it becomes necessary for the Town to revise any part of the RFP, addenda will be provided to all interested Respondents. Deadlines for submission of the RFP may be adjusted to allow for revisions. For a revised proposal to be considered, an original and four (4) copies must be submitted on or before, as appropriate, the original or any adjusted due date, and the Respondent must be able, upon request, to provide the Town with an electronic submission of its proposal.
7. QUESTIONS DURING THE PROPOSAL PREPARATION PROCESS – As of the issuance date of this Request for Proposals (RFP) and continuing until 72 hours prior to the deadline for submitting proposals, the Town will provide written responses to any questions received regarding the RFP. To receive a timely response, all questions must be submitted in writing no later than 96 hours before the deadline for submitting proposals to the Town. Respondents are encouraged to submit any comments or questions in writing to: Cindy Goliber, Town Clerk, Town of Potsdam, 18 Elm Street, Potsdam, NY or by e-mail to [townclerk@potsdamny.us](mailto:townclerk@potsdamny.us).
8. RIGHT OF REJECTION BY THE TOWN – Notwithstanding any other provision of this Request for Proposals (RFP), the Town reserves the right to reject any and all proposals and to waive any informality in a proposal when to do so would be to the advantage of the Town or its taxpayers. Proposals that contain conditions or limitations to the requirements set forth in the RFP may be considered non-responsive and rejected.

9. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Responder and will not be reimbursed by the Town.
10. The Town reserves the right to reject any proposal for non-compliance with these requirements and specifications and/or to waive informalities.
11. The proposal is not a contract offer. Selection of a proposal by the Town is not acceptance of a contract acceptance. A contract is a separate, written agreement between the Town and a respondent which may be entered into after the selection process.
12. If Respondent wishes to keep any or all portions of its response confidential or wishes to assert that any or all information provided in response to this RFP is proprietary, said Respondent shall so specify in its response the portion or portions of the response which Respondent considers confidential or proprietary.

## **SECTION 6 – EVALUATION CRITERIA**

The Town will evaluate proposals based on the weighted criteria described below. Assessment of capabilities will depend in large part on how effectively and knowledgeably the respondent delineates required and desirable subtasks in each of the categories. The Proposals will be rated based on the following criteria and criteria weights:

<b>Criteria</b>	<b>Weight</b>
Statement of Qualifications	<b>25%</b>
Scope of Services	<b>10%</b>
Energy Market Experience	<b>15%</b>
CCA Administration	<b>15%</b>
Program Procurement Strategies	<b>15%</b>
Program Roles	<b>5%</b>
Program Timeline	<b>5%</b>
Ongoing Services	<b>10%</b>
<b>Total:</b>	<b>100%</b>

## **SECTION 7 – SELECTION PROCESS**

All proposals that are deemed responsive (as described above) will be reviewed by the Town in its sole judgment. All reviewers will keep all content of proposals confidential, except to the extent disclosure of proposals is required by law or deemed advisable by the Town in any litigation arising from this RFP. The winning proposal may be shared unless it contains details on business models and/or proprietary secrets. The Town may, at its discretion, request presentations or meetings to clarify or negotiate modifications to the proposal. However, the Town reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially as completely as possible. The Town contemplates awarding the contract to the proposal with the highest rating but reserves the right not to accept any proposal, to negotiate the terms of any proposal, to negotiate the terms of any proposed contract, and in its sole discretion to elect not to accept any proposal or not enter into any contract.

## **SECTION 8 – CONTRACT TERMS AND CONDITIONS**

Contract terms and conditions will be negotiated upon award of this RFP. All contractual terms and conditions will be subject to review by the Town's selected review team, including legal counsel representing the Town of Potsdam, and will address, scope, budget, schedule, length, termination and all other necessary items pertaining to the Town's CCA program, and the objectives stated herein.

The contract shall require the Respondent, at its expense, to procure and shall maintain the following insurance:

The Contractor shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance

coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

2. If required by Town, professional liability with a limit of \$2,000,000 per claim/occurrence and \$2,000,000 annual policy aggregate.

3. If required by Town, contractors pollution cleanup/remediation and pollution liability with a limit of \$2,000,000 per claim and \$2,000,000 annual policy aggregate.

4. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.

5. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.

6. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate. Town of Potsdam is to be included as an additional insured on a primary, noncontributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for item 1. Items 1 and 6 will have no exclusions for New York State "labor law" claims

and/or claims for injuries to subcontractor employees. All policies required by this paragraph shall include a waiver of subrogation in favor of the Town of Potsdam.

TOWN OF POTSDAM  
ST. LAWRENCE COUNTY, NEW YORK

The following Non-Collusive Bidding Certification as required by General Municipal Law Section 103-d must be signed and submitted with bid.

NON COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Wherefore, this statement has been subscribed by the bidder and affirmed by the bidder as true under penalties of perjury.

Dated: \_\_\_\_\_ 20\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

General Municipal Law Section 103-d

“The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one (a)”.