

Request for Proposals

The Town of Newington is requesting proposals for professional services to conduct a utility rate classification study. All proposals must be submitted in accordance with Town requirements, as set forth in the Request for Proposals documents, which are available in the Office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at the Town's website, www.newingtonct.gov under Doing Business, Bid Opportunities. Proposals will be received until 4:00 P.M. on March 28, 2012 in the Office of the Town Manager. The Town of Newington reserves the right to reject any or all proposals.

John L. Salomone
Town Manager

RFP No. 4, 2011-12

TOWN OF NEWINGTON
REQUEST FOR PROPOSALS
UTILITY RATE CLASSIFICATION STUDY

I. GENERAL INFORMATION

The Town of Newington is requesting proposals from experienced utility rate analysis firms for professional services related to the Town's electrical invoices. Professional services shall be required as described in the scope of services below.

II. GENERAL REQUIREMENTS

A. Respondents shall be able to provide references upon request. The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. All responses received are subject to the State of Connecticut Freedom of Information requirements.

B. NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

C. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

D. INSURANCE

The successful respondent shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from notice of award. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and that have a current A.M. Best's rating of A-(VIII). Insurance coverage shall remain in full force for the duration of the award/contract term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$100,000 per accident

- \$100,000 for disease per employee
- \$500,000 for each disease/policy limit.

III. SCOPE OF SERVICES

- A. The Town seeks a firm to analyze its electricity invoices primarily to determine that its various accounts are in the proper rate classification and to assist in getting those that are not properly classified changed to the correct classification.
- B. The firm selected (the Consultant) will be authorized by the Town to have access to the Town's accounts and invoice data from Connecticut Light and Power (CL&P). Any further information required by the Consultant, such as photocopies or document scans of invoices, etc. shall be gathered by the consultant, not the Town. All utility invoices are located in the Newington Finance Department and will be made available to the Consultant, but these original paper documents may not be removed from the Newington Town Hall.
- C. The Consultant shall examine the invoices for each account and shall examine the usage for each account for the previous twelve months or longer. The Consultant shall determine that each CL&P account that the Town is being billed for is in the correct rate classification. The Consultant shall prepare a report identifying those accounts, if any, that it feels belong in a different rate classification. It shall present that report to Town officials within 60 calendar days of appointment by the Town, with an explanation of the difference between the two rate classifications (existing and proposed) and the restrictions of each classification.
- D. When authorized by the Town to proceed, the Consultant shall then take the necessary steps to effect the rate classification change. If written correspondence is required from the Town, such correspondence shall be prepared by the Consultant for the proper Town official's (Town Manager, Director of Facilities Management, etc.) signature. The Consultant shall monitor these accounts until such time as the correct rate classification appears on the monthly invoice. The Consultant shall coordinate the change in classification with the utility and follow up at least once a month with the utility until the rate change takes effect. The

- consultant shall also apply on the Town's behalf for, and coordinate any activity related to, credits that may be due the Town.
- E. The Consultant shall determine those electricity accounts, if any, that have electricity meters but have not had an actual meter reading in the prior six month period. The Consultant shall then physically verify the existence of that meter and include a photograph of it in their report to the Town. If there are any meters that cannot be verified, the Consultant shall work with CLP to locate the meter or to obtain the appropriate credit due the Town. The Consultant shall take the necessary action to get the correct meter number to appear on the monthly invoice. When the meter's existence is verified a reading shall be taken and compared with the estimated bills received from the utility. The Consultant shall then take the necessary action to get the proper credit for the Town.
 - F. The Consultant shall, using Town records, identify the commercial, condominium and multiple family housing developments in the Town of Newington in the past ten years. The Consultant shall then verify that the streets these housing or condominium or commercial developments are located on have been accepted as Town roads. The Consultant shall further verify that any street light or meter location that the Town is billed for resulting from this development is legitimately the Town's responsibility.
 - G. In the final report the Consultant shall identify the requirements or rationale that determine whether lights that are on State Highways are the responsibility of the Town or the State.

IV. PROPOSAL

- A. In order to provide the requested service to the Town, the respondent must be able to demonstrate that it has the expertise, flexibility, and personnel available to successfully complete this project.
- B. To comply with the requirements of Section IV D, below, the proposal shall contain a detailed listing of the qualified individuals who will be assigned to this project. The listing shall also reflect the method of internal management necessary to insure efficient, cost effective use of staff. Resumes of all individuals to be associated with this award shall be provided. Resumes shall include similar experience and responsibility for that activity to be performed under this award.
- C. The proposal shall demonstrate the ability of the firm to rapidly respond to the needs of the Town. If the proposal contains a joint-venture approach, overall responsibility must be clearly identified, as well as a detailed plan of delineation of work assignments. The Town will only contract with one principal firm.
- D. The proposal format should contain a letter of transmittal, an executive summary and the experience of the firm. This third section (experience of the firm) should address the firm's skills and experience in municipal projects, and rate classification projects.
- E. The next section of the proposal should relate to the specifics of the Scope of Services of this Request for Proposals. It should identify the primary point of

contact; identify the testing laboratory that will be used and its credentials; and list the personnel that will be involved with Town projects, provide their resumes and a summary of similar experiences as it relates to that individual's assignment.

- F. Fees should be included in the respondent's initial submittal. Fees shall include the hourly rate for all personnel, or personnel categories, that will be used on this project. The anticipated number of hours shall also be provided. The Town does not intend to make any awards based on a bounty or percentage of savings realized by the Town as the result of changes in rate classifications. All charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, and any other miscellaneous expenses shall be included in the hourly rates requested above.
- G. Information pertaining to disputes involving the respondent also should be included in the respondent's initial submittal. Respondents shall provide in writing a list of any prior claims, disputes or arbitration proceedings that have occurred regarding any activity involving a municipality, public school, or the State of Connecticut in the past seven years. This list should state who the dispute was/is with and the status of each, even if they are pending. If there have not been any such claims or disputes, the respondent should also state this in writing. Failure to provide this information shall be sufficient grounds for terminating or voiding any award resulting from this Request for Proposals.

V. SELECTION PROCESS

All firms wishing to be considered for this appointment shall submit three (3) concisely worded replies based on the format and requirements set forth in this request for proposals to the office of the Town Manager, 131 Cedar Street, Newington, CT 06111, before 4:00 p.m., March 28, 2012. All submittals shall be clearly labeled "RFP No. 4, 2011-12, Utility Rate Classification Study". The Town, at its sole discretion, shall determine those respondents that best meet its needs. One or more firms shall be invited for interviews at a date and times to be determined.

VI. OTHER

Services to be provided under this RFP shall only be provided after written authorization is received from the Town. The Town of Newington reserves the right to utilize some, all, or none of the various services outlined herein. The Town reserves the right to reject any and all proposals when it deems such action is in the best interests of the Town and also to select one or more respondents that the Town determines best meets its needs. All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals.

VII. QUESTIONS

All questions regarding this request for proposals shall be directed to Jeff Baron Director of Administrative Services, Town of Newington, 131 Cedar Street, Newington, CT 06111, telephone (860) 665-8513, fax (860) 665-8507. Office hours are 8:30 to 4:30, Monday through Friday. All questions shall be presented at least four business days prior to the submission deadline to allow for the preparation and distribution of addenda. Any addenda will be posted on the Town's website, www.newingtonct.gov under Doing Business, Bid Opportunities, at least forty eight hours prior to the response deadline. It is the responsibility of each respondent to check this web site for the presence and content of any addenda.

VIII. AWARDS BY OTHER MUNICIPALITIES

The Town reserves the right to share the submittals received as the result of this Request for Proposals with other municipalities. Any other municipality in the state of Connecticut may use this Request for Proposals, and the submittals received as a result, as the basis for their own award for a period of up to one year from the date proposals are received by the Town of Newington. Other municipalities are free to solicit their own pricing in the event that their Scope of Services differs from this Request for Proposals. Any award made by another municipality, including any contract or agreement, is solely between that municipality and the respondent, and the Town of Newington accepts no liability for either the municipality's actions or for the actions or work products of the respondent.