



REQUEST FOR PROPOSALS
GMU-698-12

ISSUE DATE: July 15, 2011
TITLE: Services to provide Renewable Energy Certificates (REC's)
ISSUING AGENCY: George Mason University-University Hall
AGENCY /LOCATION WHERE WORK WILL BE PERFORMED: George Mason University, All Campuses
SEALED PROPOSAL DUE DATE AND TIME: August 16, 2011 @ 2:00 PM.

Note: A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in an envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal.

QUESTIONS/INQUIRIES: E-mail all inquiries for information to: spulis@gmu.edu, Steven Pulis, Senior Buyer, VCO, VCCO, FMP

HAND DELIVER OR MAIL PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOW ABOVE

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Form fields for Name and Address of Firm, Date, By, Title, Signature, Fed ID No, Email, and Phone.

This public body does not discriminate against faith-based organizations in accordance with the Governing Rules, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment

RFP# GMU-698-12

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	GOVERNING RULES	3
III.	TERM OF CONTRACT	3
IV.	STATEMENT OF NEEDS	3
V.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	3
VI.	EVALUATION AND AWARD CRITERIA	5
VII.	CONTRACT ADMINISTRATION	6
VIII.	PAYMENT METHOD AND SCHEDULE	6
IX.	SPECIAL TERMS AND CONDITIONS	6
X.	RFP SCHEDULE	8
ATTACHMENT A	OFFEROR DATA SHEET	9

- I. **PURPOSE.** The purpose of this Request for Proposal (RFP) is to receive offers from prospective suppliers of Renewable Energy Certificates (REC'S) for interested state institutions of higher education in the Commonwealth of Virginia. Interested institutions will purchase REC's to cover set amount or a percentage of its annual purchased electricity usage for an individual building up to and including the entire main campus and its affiliated campuses. George Mason University (Mason) is an Institution of Higher Education of the Commonwealth of Virginia.
- II. **GOVERNING RULES:** This solicitation is issued in accordance with the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as the "Governing Rules". For complete information visit: <http://fiscal.gmu.edu/Forms/Purchasing%20Forms/GTC09-2.pdf>
- III. **TERM OF CONTRACT:** One (1) year from date of award (Renewable up to four (4) successive one-year periods)
- IV. **STATEMENT OF NEEDS:** Contractor(s) shall furnish all necessary labor, resources, equipment and materials as may be required to provide renewable energy certificates (RECs). Mason will purchase RECs to cover a minimum of three percent (3%) of its annual purchased electricity usage over the each fiscal year.
- A. **GENERAL REQUIREMENTS:** Interested institutions of higher education in the Commonwealth of Virginia seek to purchase vintage RECs from projects located in the United States. For a vintage year, RECs may be up to six months prior to and up to three months after that vintage year, in which the electricity is generated and delivered to the grid. The RECs will be from eligible, new, renewable energy sources; Green e-certified or certified and verified by an equivalent independent third-party; and be voluntary and incremental to any Virginia renewable energy portfolio standards. The RECs need to be eligible for use towards leadership programs such as EPA's Green Power Partnership participation and US Green Building Council's Leadership in Energy and Environmental Design (LEED) Certification. RECs may be presented as a national blend, but the following information must be provided upon delivery—Project Name(s); Generation Location(s); Facility ID(s); Year Facility was Built; Renewable Resource Type(s); Environmental Attribute(s); Period of Generation; and Cost per Unit, including all products and services. The interested institutions will only consider proposals in which clear transfer and ownership of RECs exist. In addition, please describe any assistance that your organization can provide the interested institutions of higher education in communicating the benefits of our purchase to students, faculty, and the public.
- B. **MASON SPECIFIC REQUIREMENTS:** Mason seeks to purchase RECs to cover a minimum of 3% of its purchased electricity usage over the annual period of each fiscal year. In addition to the requirements listed previously, Mason may choose suppliers with preference given to RECs that have increased production of solar, wind, and geothermal resources; that provide greatest reduction of greenhouse gas emissions for the cost per unit; and that support the local economy by being located within 250 miles of the university.
- V. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**
- A. **GENERAL REQUIREMENTS:**
1. **RFP Response.** In order to be considered, proposals must be submitted to the Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed original and four (4) hard copies of the proposal. Also, submit one (1) CD copy. If proposal contains proprietary information, then submit one (1) extra CD copy without proprietary information (see Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
 2. **Proposal Presentation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being considered non-responsive and therefore, rejected.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
 - c. The original hard copy proposal should be bound in a single volume when practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
 - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. If a response covers more the one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals which are not organized in this manner risk being eliminated from consideration if the evaluators are unable to determine where the RFP requirements are specifically addressed.
 - e. Ownership of all data, material and documentation originated and prepared for Mason pursuant to the RFP shall belong exclusively to Mason and be subject to public inspection in accordance with Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offerors shall not be subject to public disclosure under this Act; however, the Offeror must invoke the protection of §34 of the *Governing Rules* in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified in some distinctive method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs which constitute trade secret or proprietary or trade secrets. Labeling the entire contents of a proposal is not acceptable and may result in rejection and return of the proposal.
 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will not affect the original submitted proposal. Mason will schedule the time and location of the presentation. If required, oral presentations are tentatively scheduled for **08/08/2011** through **08/12/11**. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.
- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:
 1. Return RFP GMU-698-12and all addenda, if any, signed and completed as required.
 2. Return Attachment A. Vendor Data Sheet
 3. References: No fewer than four (4) that demonstrates the Offeor's qualifications as described in Attachment A .
 4. A written narrative statement to include:
 - a. Experience in providing the services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the contract.

- c. Resumes of staff to be assigned to the contract.
- 5. Specific plans for providing the proposed services including:
 - a. Approach to providing services described herein.
 - b. What, when and how services will be performed.
- 6. Proposed Cost.
- C. **IDENTIFICATION OF THE PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified on the outside as follows.

FROM: Name of Offeror _____ Due Date: **August 29, 2011** Time: **2:00PM**

Street or Box Number _____ **RFP: GMU-698-12**

City, State, Zip Code _____ RFP Title: **Services to Provide Renewable Energy Certificates**

Name of Contract Officer or Buyer: **Steven Pulis**

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

VI. EVALUATION AND AWARD CRITERIA: To be considered for award, your company must be registered with Virginia's electronic procurement system, eVA. For further information, please visit: <http://fiscal.gmu.edu/Resources/eVA/eVAVendorletter.pdf>

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by George Mason University using the following criteria:

<u>Description</u>	<u>Point Value</u>
1. Quality of services offered and suitability for the intended purposes	30
2. Provide corporate portfolio with marketing examples, and public relations.	15
3. Demonstrated experience in providing similar services provided to Higher Education, Governments, and other institutions	15
4. Specific plans or methodology to be used to perform the services	20
5. Supply plan for best value for MT eCO2 Reduction.	20

- B. **ACCEPTANCE OR REJECTION:** Mason reserves the right to accept or reject any or all proposals, in whole or in part, to take exception to any RFP specifications, to make an award based solely on the proposals received or to negotiate further with one or more offerors. Mason also reserves the right to negotiate a contract with the selected offeror(s), which is at variance with the RFP initially prepared by Mason and/or responded to by the offeror. Failure to comply with the RFP by an offeror, as determined by Mason may be grounds for the exclusion of such offeror from further consideration by Mason.
- C. **SELECTION:** The selection by Mason shall be made of two or more offerors 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, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining

factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. **Mason reserves the right to make multiple awards as a result of this solicitation.** Mason may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules § 49 D*). Should Mason determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. 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.

VII. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

VIII. PAYMENT METHOD AND SCHEDULE: Invoices shall be paid NET 30 day after receipt and approval of the by the Contract Administrator. The Contractor shall list the Purchase Order number on all invoices submitted.

Mail Invoices Directly To: George Mason University
 Facilities Billing Department, MSN 1E4
 4400 University Drive
 Fairfax, VA 22030

IX. SPECIAL TERMS AND CONDITIONS

A. **ADDITIONAL USERS (IF APPLICABLE):** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify George Mason University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from George Mason University. George Mason University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that George Mason University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to George Mason University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that George Mason University has purchased or uses any of its products or services, and the contractor shall not include George Mason University in any client list in advertising and promotional materials.

C. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- D. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. LATE BIDS/PROPOSALS: To be considered, bids or proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation. Vendors are responsible for the delivery of the bid or proposal and if using U.S. Mail or a delivery service should ensure that the bid or proposal is addressed properly. Bids or proposals that are not received by the due date and time will not be accepted. Bids or proposals that arrive after the due date and time will not be considered and the Purchasing Department will contact the vendor to arrange for pick up or destruction of the late bids or proposals. The official time used in receipt of bids or proposals shall be the time on the automatic time stamp machine of Mason's Purchasing office.
- G. RENEWAL OF CONTRACT: This contract may be renewed by Mason for up to four (4) successive one-year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of Mason's intention to renew the contract shall be given approximately 90 days prior to the expiration date of each contract period.
- H. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE certified women-owned and/or minority/owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing Mason's Purchasing Department at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women, or minority/owned), and type of product/service provided.
- I. OBLIGATION OF OFFEROR: By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
- J. RECEIPT AND OPENING OF PROPOSALS: It is the responsibility of the Offeror to assure that the proposals are delivered to the place designated for receipt of the same and prior to the time set for receipt of the proposal. No proposal received after the time designated for receipt of proposals shall be considered.
- K. PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the Offeror for 120 calendar days following the proposal return date. Any proposal on which the Offeror shortens the acceptance period may be rejected. At the end of the 120 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- L. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

X. RFP SCHEDULE:

Issue in eVA VBO:	07/15/2011
Advertise in Washington Post:	07/17/2011
Pre-Proposal Conference:	N/A
Proposals Due:	08/16/2011
Proposals to committee:	08/17/2011
Committee review and score proposals:	08/17/2011–08/19/2011
Scores due to Purchasing:	08/22/2011
Oral presentations if required:	08/22/2011–08/26/2011
Negotiations:	Week of 08/29/2011
Best and Final Offers:	08/31/2011
Tentative Award:	TBD
Contract start date:	09/01/2011

ATTACHMENT A

OFFEROR DATA SHEET
TO BE COMPLETED BY OFFEROR

1. **QUALIFICATION OF OFFEROR:** The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service:

Type of Business: _____ . _____ Years _____ Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual	Partnership	Corporation
Sole Proprietor	Government	Other (explain)

B. Category (circle one):

Manufacturer/Producer	Mfgr's Agent	Retailer
Service Establishment	Distributor	Wholesaler
Other (explain)		

C. Status (circle one):

1. (MB) MINORITY OWNED. Defined as actively managed and at least 51% owned by an American Citizen of one of the following ethnic backgrounds; Native American, Black, Hispanic, Asian or Asian Pacific.
2. (WB) WOMAN OWNED. Defined as actively managed and at least 51% owned by a woman or group of women.
3. (SB) SMALL BUSINESS: Defined by the US Small Business Administration as independently owned and operated, with annual revenues less than \$5M (services) or less than 500 employees (manufacturing). May include non-profit or publicly owned business entities.