



TOWN OF

NORTH KINGSTOWN, RHODE ISLAND

100 FAIRWAY DRIVE
NORTH KINGSTOWN, RI 02852-6202
PHONE: (401) 294-3331
FAX: (401) 583-7145
www.northkingstown.org

REQUEST FOR PROPOSAL #993

TOWN OF NORTH KINGSTOWN –PLANNING DEPARTMENT Community Choice Energy Aggregation Consulting Service

*Sealed proposals for the above will be accepted in the Office of the Purchasing/Finance, Town of North Kingstown Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until **10am on September 22, 2023**, and will then be publicly opened and read aloud. The Municipal Offices are opened 8:30am – 4:30pm, Monday through Friday. Please plan accordingly.

**NO BIDS WILL BE ACCEPTED AFTER THE FRIDAY SEPTEMBER 22, 2023
10:00AM DEADLINE.**

All questions are to be submitted in writing via email to: Tim McDavitt, Purchasing/Finance timcdavitt@northkingstownri.gov **NO LATER than September 13, 2023**, at 4:00pm in order to post any necessary Addendum in a timely manner. **NO QUESTIONS WILL BE ACCEPTED AFTER September 13, 2023.**

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN AND/OR STATE OF RHODE ISLAND PURCHASING WEBSITES FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) “Competitive Sealed Bidding” and the award shall be made on the basis of the lowest evaluated or responsive bid price.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker’s Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294- 3331, ext. 142.

***PLEASE SUBMIT AN ORIGINAL MARKED MASTER, (Two) 2 COPIES, AND ONE (1) ELECTRONIC COPY-THUMBDRIVE.**

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The following factors will be considered in determining the lowest evaluated or responsive Proposal:

- Proposal Price
- Meets or exceeds Proposal specifications; line-by-line items are included with each bid specification. Each line is to be filled in (yes or no), with any exceptions noted, **AND RETURNED WITH BID FORM.**
- Delivery date
- Warranty/Guarantee N/A
- Past performance by vendor
- Early payment discount- N/A

NOTE: IN OUR ONGOING EFFORTS TO PREVENT FRAUDULANT ACTIVITY, ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING:

- **VENDOR’S BANKING INFORMATION (NAME OF BANK, ROUTING NUMBER, AND LAST FOUR NUMBERS OF ACCOUNT NUMBER)**
- **A COPY OF THE VENDOR’S W-9**

TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the **Town of North Kingstown Municipal Office Building, ATTN: Purchasing/Finance, 100 Fairway Drive, North Kingstown, Rhode Island 02852**, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid/Request for Proposal, and publicly opened and read aloud at the specified time. **The Town of North Kingstown will respectfully follow any Covid-19 guidelines in place at the time of opening.**

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that their bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be date/time stamped and securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications to bid after such bid has been opened.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications to bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that they are normally engaged in purveying the type of product, service, or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

It is the responsibility of the bidder to have inspected the Specifications and Contract Documents (including all addenda) which have been posted on the Town of North Kingstown and State of Rhode Island Purchasing websites. The failure or omission of any bidder to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall (if applicable) in no way relieve any bidder from any obligation in respect to their bid.

When applicable, each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Any exceptions or deviations from the provisions contained in this specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. BID SECURITY IS TO BE 5% OF THE CONTRACT PRICE. *(When Applicable to Bid)*

ARTICLE 8. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which

will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 9. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

In the event a column headed "Vendor's Offering" is provided in the bid proposal, enter your offering, compliance or non-compliance in each space. DO NOT enter dollar amounts.

ARTICLE 10. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 11. DELIVERY

Delivery shall be F.O.B. North Kingstown, Rhode Island or as specified on the Bid Proposal Form.

ARTICLE 12. CONTRACT PERIOD AND TERM OF AGREEMENT *(When Applicable to Bid)*

Contract period is found in the Standard Form of Agreement. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 13. LABOR REGULATIONS *(When Applicable to Bid)*

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)

- c. The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 14. SAFETY STANDARDS AND ACCIDENT PREVENTION *(When Applicable to Bid)*

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- d. Bidders are informed that the Project is subject to the requirements of Section 292.675. RSMO, which requires all contractors or sub-contractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour) course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program which is at least as stringent as an approved OSHA program. The training must be Completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation

ARTICLE 15. INSURANCE REQUIREMENTS *(When Applicable to Bid)*

The Vendor/Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, their operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor/Contractor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, their breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of their bid.

The Contractor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor/Contractor shall provide a certificate of insurance as specified on the bid proposal form attached. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Vendor's/Contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. (R) Commercial General Liability – Occurrence Form \$1,000,000/\$1,000,000.
2. (R) Automobile Liability – \$1,000,000. With both of the above naming the Town as additional insured.
3. (R) Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation
4. (R) Professional Liability – \$1,000,000.00
5. (NR) Asbestos Liability – \$1,000,000.00

*Sample Certificate of Insurance attached (R) REQUIRED (NR) Not Required

The Vendor/Contractor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner, and shall secure, pay for and maintain insurance as necessary to protect against errors and omissions which may result from this project.

When applicable, the Vendor/Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Vendor/Contractor shall be fully responsible for the acts and omissions of their sub-contractors and of persons employed

either directly or indirectly by him/her. Nothing contained in the contract shall create any contractual relation between any sub- contractor and the Town of North Kingstown.

ARTICLE 16. PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND *(When Applicable to Bid)*

The successful bidder will be required to furnish the Town with a performance Bond and Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town. The failure of the successful bidder to supply the required Bonds within a time specified or within such extended period as the Town of North Kingstown may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest bidder or re-advertise for bids

ARTICLE 17. LAWS, ORDINANCES AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown, Federal Labor Standards, and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

ARTICLE 18. LIQUIDATED DAMAGES *(When Applicable to Bid)*

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their Bid.

Failure on the part of the Contractor to complete the project within the agreed time schedule will result in a liquidated damage cost of One Hundred Dollars (\$100.00) per day, excluding Saturdays, Sundays, and holidays, to the Contractor, until completion (final Acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

ARTICLE 19. POWER OF ATTORNEY *(When Applicable to Bid)*

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 20. NOTICE OF SPECIAL CONDITIONS *(When Applicable to Bid)*

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates
- d. Stated allowances

ARTICLE 21. METHOD OF AWARD – LOWEST QUALIFIED BIDDER *(When Applicable to Bid)*

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded. If such bid exceeds such amount, the Owner may reject all bids. The awarding authority will not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to complete the work successfully and to complete it within the time named in the contract. **Pre-bid conferences may or may not be scheduled; therefore, it will be the responsibility of each bidder to visit the site and be familiarized.** The Town of North Kingstown can reject any bid of a Contractor who has not visited the work site.

As part of the bid, the Contractor must submit a list of ten similar and successfully completed jobs, whose relevance to the proposed job shall be deemed by the awarding authority. The name, address, and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract.

Scope of Work

1. Purpose/Objective

The Town of North Kingstown seeks RFPs from qualified, interested parties to perform the following services:

1. Develop a Community Choice Aggregation Program (“Program”) to aggregate the electrical load of electricity customers within the Program jurisdiction. Specifically, the Program should prioritize customer service, cost stability for customers, reduce administrative and overhead costs to the municipality, conserve and generate electricity within the municipality, and expand opportunities for consumer choice.
2. Secure regulatory approval of the Program in consultation with the Rhode Island Office of Energy Resources and the Division of Public Utilities and Carriers.
3. Perform all services related to implementing and administering the Program as defined by and in compliance with Rhode Island General Laws § 39-3-1.2 and any other applicable statute or regulation.

The Program consists of three distinct aspects, with varying skillsets required: community outreach, energy conservation and generation, and program creation and administration. The municipality reserves the right to award aspects of the Program to the Respondent it feels most capable of running that aspect of the Program.

2. Community Choice Aggregation Goals:

The goals of the Community Choice Aggregation Program are as follows:

1. **Highly effective communications and customer service:** addressing the demographics of and needs specific to residents and businesses in the municipality.
2. **Creative solutions to work towards energy democracy:** programs, incentives, services, etc. aimed at reducing the low-income energy burden, improving energy efficiency services, especially for difficult to reach customers such as multi-family properties and renters, and other strategies to achieve climate justice and energy democracy.
3. **Electricity cost stability:** providing electricity cost stability, as compared with the semi-annual variations in price per kilowatt hour (“kWh”) that characterize the default electricity rates offered by Rhode Island Energy, the local distribution company.
4. **Program cost minimization:** minimizing the cost of Program administration and commodity purchases for the municipality.
5. **Expand opportunities for consumer choice and protection:** allowing customers to opt-up to purchasing additional renewably-sourced electricity, or conversely, opt-out of the program. The opt-up offering should offer additionality by adding more renewable energy in the municipality, thereby displacing fossil fuel generation and ultimately reducing greenhouse gas (“GHG”) emissions on the Independent System Operator-New England (“ISO-NE”) electric grid. Utilizing Program proceeds to purchase market-based instruments such as renewable energy certificates (“RECs”) should be avoided whenever possible. The Program’s renewable energy component must result in “additionality”—that is, the construction of new renewable energy projects. The municipality is interested if Respondents suggest adding other characteristics or criteria to strengthen the evidence of additionality as described above and be

competitive with Rhode Island Energy's standard offerings.

The municipality desires to contract for a default electricity supply at a rate (0.09361 /kWh) equal to reasonably projected rates for Rhode Island Energy's basic service. Rate competitiveness is best considered over the length of the aggregation contract. The default rate will provide price stability through longer-term contracts than basic service, and any price savings or opt-up charges of the Program should be used to fund local energy conservation and production, as mentioned in Goal 5.

3. Duration of Contract

The contract that the municipality will execute with the selected Respondent will be for a term of two years and will include an option to renew and extend the contract for an additional one-year period. The option to renew and extend the contract will be exercised at the municipality's sole discretion.

4. Scope of Services

The following services will be performed by the Vendor(s).

1. **Research:**
 - a. Analyze existing legislation and its impact on the Program efforts;
 - b. Review any subsequent legislative amendments and conduct a review of any statutory changes pending within the General Assembly and any regulatory changes pending at the Rhode Island Division of Public Utilities and Carriers;
 - c. Monitor relevant Federal legislation and regulations for potential impacts to the Program; and
 - d. Determine the impact of the interaction between CCA and renewable energy projects, specifically community and net metered.
2. **Build Community Support for the Aggregation Plan:** In collaboration with the Town's Energy and Environment Commission, work with community members to inform the development of the aggregation plan and support for its approval. This process should seek to center those who are most impacted and burdened by the current energy system.
3. **Develop Aggregation Plan:** Vendor shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan and develop a plan that meets all regulatory requirements. The plan shall include:
 - a. Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added, and any other relevant metrics. Vendor should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.
 - b. Established procedures to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries; and governmental shifts and proposed changes in policy;

- c. Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment. Ongoing customer support should include, but not be limited to:
 - i. Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;
 - ii. Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolve any contract issues;
 - iii. Commitment to attend meetings with municipal officials, as required;
 - iv. Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and
 - v. Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.
 - vi. Capacity to provide information and respond to customer questions in English and Spanish.
 - d. Methodology and metrics for program evaluation.
4. **Secure Approval of Community Choice Aggregation Plan:** Prepare and submit, with municipal approval, the aggregation plan(s) and all required filings with the RI Public Utilities Commission (“PUC”), and any other appropriate state agency. Represent the municipality in all communications with these state authorities. Ultimately secure approvals from the PUC.
5. **Provide Broker Services for Electricity Procurement**
- a. Develop a supplier RFP: for electricity supply for Energy and Environment Commission review and Purchasing Agent approval. The RFP should include, at a minimum, the following key components:
 - i. A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)
 - ii. Services and features desired
 - iii. Qualification criteria to have a bid considered
 - iv. Criteria used to select the supplier
 - v. Essential provisions of the standard contract with the selected supplier
 - vi. The term of service

The Vendor shall ensure, when accepting bids from suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating that each bid is made freely without consultation with any other bidder. The Vendor shall assist the municipality with the review and analysis of all responsive and responsible bids from suppliers and shall be responsible for recommending the bid that is in the best interests of the municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the municipality, and previous work experience with governmental agencies. Nothing shall preclude the municipality from having legal counsel review such a recommendation.

5. Vendor Responsibilities

The Vendor shall obtain and verify references for similar supply contracts, if available.

Manage supplier procurement and negotiate the supply contract: The Vendor shall act as the broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers. No contract negotiated by the Vendor shall allow the pass-through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of the municipality. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from the distribution utility, its successors and assigns. Nothing shall preclude the municipality from having legal counsel review the terms and conditions of any negotiated contract.

- b. **Perform Customer Enrollment/Transition Process:** After approval of the price and term of the agreement by the municipality with a supplier, the Vendor shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier.
- c. **Provide Public Education:** For both customer enrollment and post-enrollment, the Vendor shall prepare or cause to be prepared all information and education materials for the general public and for the media, subject to approval of the municipality, as identified in the aggregation plan. The Vendor will also implement or cause to be implemented the public education program as identified in the aggregation plan and as requested, meet with representatives from the media. The Vendor should have plans to message and engage with different stakeholder groups in a community (e.g. residents, businesses, elected officials) and plans for effectively connecting with populations that do not speak English.
- d. **Administer the Energy Conservation and Generation Program:** If included in the approved aggregation plan, the Vendor shall administer the energy conservation and generation program created with aggregation savings in accordance with the approved aggregation plan.
- e. **Prepare Required Filings and Reports:** The Vendor shall prepare all required filings for the PUC or any other state agency, if applicable, to contracts executed by the municipality on behalf of residents.
- f. **Manage and Monitor Program:** The Vendor will administer and provide technical oversight of the Program including:
 - i. Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues;
 - ii. Administer the opt-out process for customers;
 - iii. Participation in negotiations with the competitive suppliers and the distribution company serving the municipality as it relates to the procurement of the Program;
 - iv. Preparation of written reports on the ongoing operations of the Program to be submitted on a quarterly basis to the municipality and as requested by municipal leadership; and routine updates and attendance at meetings with municipal officials;
 - v. Ensure compliance of the electricity supplier with the contract;

- vi. Conduct ongoing power supply market analyses to determine optimal times to procure subsequent supply contracts;
- vii. Conduct ongoing review market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;
- viii. Provide answers to questions from ratepayers;
- ix. Provide a hotline and web site where ratepayers can seek information related to the Program;
- x. On an annual basis, provide a report that analyzes the effects of the program, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the municipality deems relevant, and that includes the evidence supporting additionality claims

6. Submission Requirements

Minimum Qualifications: Partnerships are allowed. If there is a partnership, one entity must take responsibility as the lead and a proposal should be submitted.

Respondents must:

- Have previous experience in the energy industry, including, but not limited to,
- Having demonstrated experience in electricity procurement, and
- Having expertise in energy conservation and generation policy, programs, and construction that can be implemented via a community choice aggregation program; and have demonstrated experience in community outreach, marketing and education, especially working within diverse, urban communities.
- Submit a technical proposal no longer than thirty (30) pages.

Technical Proposal: Respondents shall submit technical proposals that include the following requirements. The municipality reserves the right to reject proposals submitted without these required items.

1. Cover letter that describes the following:
 - a. How the Respondent meets the minimum qualifications stated in the previous section;
 - b. Background on the Respondent's firm, including years in business, years operating in Rhode Island, services offered in addition to municipal aggregation, etc.
 - c. Location of the offices from which the consulting services will be managed.
 - d. If Respondent has any financial interest in any energy supplier or renewable energy provider (or vice versa), Respondent should disclose such interests and provide a statement as to why such interest(s) will not limit or reduce the municipality's access to the most competitive process possible for its commodity procurements.
2. Approach: How the Respondent would approach each of the stated goals of the Program.
3. Personnel: Respondent should describe projected resource availability for the anticipated duration of the consulting contract. This includes identifying and providing short biographies of the key project personnel who will work on the project, field(s) of expertise, years of experience, specific responsibilities on the project, and the percentage of estimated time they will work on the project. Include any relevant experience, such as the number of similar projects in which the employee has directly participated.

4. References: Please select three (3) clients to serve as references, and provide the names, phone numbers, and emails of the responsible individuals employed by each such client. Please also provide a succinct description of the projects undertaken for each client (one paragraph).
5. Legal Proceedings: Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.
6. Optional Services/Extras: At the option of the Respondent, propose additional and/or alternate elements to expand the scope of services to improve the ability of the municipality to meet the stated Program goals.
7. Qualifications for Implementing Municipal Aggregation:
 - a. Provide a description of the Respondent's experience with municipal aggregation. The description should highlight successes in achieving approval of aggregation programs and implementing effective public education and outreach programs.
 - b. Provide the following information:
 - i. MWh/year of aggregate load served by municipal aggregations for which your firm currently provides aggregation consulting services.
 - ii. A list of all clients in New England that the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed an aggregation, which will be defined as having achieved the following:
 1. Approval of municipal aggregation program by the appropriate regulatory authorities;
 2. Assistance with the procurement of commodity supplies for any such municipal aggregations; and
 3. For any municipal aggregations which did not go forward, were not approved or have been terminated or suspended, provide information explaining the reasons they did not go forward or are no longer operating, including a comparison of the price between the basic service rates provided by the local utility distribution company and the rates offered by the municipal aggregation program, and any damages, penalties, or other charges incurred by the municipality associated either with the termination of the program, or the cancelation, termination, or suspension of any energy supply contract or renewable energy contracts.
 - iii. For each client listed included in clause "ii" above, indicate whether the first two milestones have been completed and provide:
 1. the name and location of the municipality;
 2. total population served through the municipal aggregation or similar service;
 3. the annual MWh load served; and
 4. data indicating the monthly or term savings (or losses) for each municipal aggregation or similar service as compared to the basic service rates offered by the local distribution companies during the term.

- iv. Briefly describe Respondent's understanding of the regulations in Rhode Island pertaining to municipal aggregations, including precedents established or rulings by the PUC that shape how such programs may be structured or what features may be included. This would include the ability of the municipality to implement ladder or hedged supply contracts, kWh adders to fund supporting staff or related Programs features or activities, termination, and re-activation of programs, etc.
 - v. Provide an example of a past outreach strategy prepared to implement a municipal aggregation program along with representative samples of any outward-facing communications that were included. Please describe the firm's experience providing translation services as part of past outreach strategies, including the presentation of materials to non-English speakers, or ESL speakers.
8. Qualifications for Delivering Renewable Energy Additionality
- a. Describe the Respondent's experience identifying and procuring suitable renewable energy projects generally and renewable energy that would meet the additionality requirement of the Program.
 - b. Has the Respondent analyzed renewable energy purchases for additionality? If so, describe the process used and the client(s) for which such analyses were performed.
9. Technical Approach to Implementing the Scope of Services
- a. Describe the work program, schedule, and mechanics of how the Respondent will accomplish each task included in the Scope of Services. Respondent should expand on the generalized outline of methods contained in the Scope, with specific details of how each of the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered, or that may be unique to the municipality.
 - b. Procurement:
 - i. Explain the methodology the firm would use to recommend which offers from third party commodity suppliers would be in the best financial interest of the municipality.
 - c. Outreach: For the task "Provide Public Education," Respondent should address how it would manage messaging and engagement differently for each key stakeholder group in a community - e.g., residents, business, public officials, etc. Respondent should also describe how it would tailor its engagement based on the characteristics of the municipality, including the diversity of its residents.
 - d. Energy Conservation and Generation Management: Respondent should address how it would administer a program that would utilize aggregation proceeds to maximize energy conservation within the municipality and generate energy for resiliency purposes.

Price Proposal: To be considered responsive and eligible to submit a proposal for consideration of having the most advantageous proposal, **Respondent shall submit its price proposals on the form entitled "Price Proposal Form" that is enclosed herewith. Price Proposals shall be submitted in a separately labeled envelope- "PRICE PROPOSAL- Community Choice Energy Aggregation Consulting Services"**

EVALUATION CRITERIA:

The Town reserves the right to waive any and all formalities and to award the contract on the basis of competitive negotiations to the firm it deems most qualified based upon professional competency, technical merit, and experience with similar work and price.

A selection committee will review proposals from each Respondent and the municipality will select one or more qualified Respondents to contract to develop and run the Program (the “Vendor”). Participation in the solicitation does not commit or bind any municipality to entering into any agreement with the selected Respondent(s).

In order to be considered responsive, a proposal must have the required Price Proposal, all required documents, and meet the Minimum Qualifications.

- Respondent shall have had and be able to demonstrate successful experience within the past five (5) years relating to the development of feasibility studies detailing CCA potential similar to the RFP Scope of Services.
- Project manager shall have 5 years’ experience with a focus on CCA development and implementation.
- Respondent can certify that they are not currently debarred by any local or state government or the Federal Government.

All responsive proposals will be evaluated in the following areas based on comparative evaluation criteria for Highly Advantageous (HA), Advantageous (A), or Not Advantageous (NA). Feedback gained from references may affect the rating assigned in any applicable category:

Qualifications Relating to Addressing Potential Program Challenges	
HA	Respondent demonstrates superior qualifications for assisting the municipality with developing approaches to addressing potential challenges of the Program via thoughtful and insightful feedback.
A	Respondent demonstrates good qualifications for assisting the municipality with developing approaches to addressing potential challenges of the Program by providing feedback to the questions posed.
NA	Respondent demonstrates poor qualifications for assisting the municipality with developing approaches to addressing potential challenges of the Program by not fully responding to the questions.

Qualifications Relating to Personnel and Firm

HA	Respondent demonstrates superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements. Respondent shall have had and demonstrate successful experience within the last five (5) years relating to similar scope of services.
A	The Respondent's resume(s) demonstrate(s) that Respondent has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.
NA	The Respondent's resume(s) do/does NOT demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein.

Technical Approach to Administering Energy Conservation and Generation Program	
HA	Respondent provides highly convincing strategy for administering the program and provides strategy(ies) with broad applicability to the municipality.
A	Respondent provides convincing strategy for administering the program and provides strategy(ies) without broad applicability to the municipality.
NA	Respondent provides non-convincing strategy for administering the program.

Technical Approach to Implementing the Scope of Services	
HA	Proposal demonstrates a superior approach to the subject material.
A	Proposal demonstrates a good approach to the subject material.
NA	Proposal does NOT demonstrate an adequate approach to the subject material.

Technical Approach to Outreach and Education	
HA	Proposal demonstrates a superior tailored approach to Program implementation relating to communication, education and building support for Program Participant residents and small businesses. It includes superior approach to the public engagement process.

A	Proposal demonstrates a good approach to Program implementation relating to communication, education and building support. It includes good approach to the public engagement process.
NA	Proposal does NOT demonstrate an adequate approach to Program implementation relating to communication, education and building support.

Technical Approach to Procurement of Electricity	
HA	Respondent provides methodology that is objective, transparent and succinctly rates electrical supplier 3rd party supplier offers.
A	Respondent provides reasonably objective and understandable methodology, and somewhat clearly rates electrical supplier 3rd party supplier offers.

NA	Respondent does not provide objective, easily understandable methodology and/or does not clearly rate electrical supplier 3rd party supplier offers.
----	--

Selection Process

The evaluation team will determine which proposals meet the evaluation criteria set forth above by evaluating and ranking proposals of qualified Respondents. The Administration may issue written or in-person questions for clarification and will then rank the technical proposals in accordance with the comparative evaluation criteria. Two (2) points will be awarded for HA, one (1) for A, and zero (0) for NA. The Administration may then conduct interviews with the top ranked Respondents, after which it will adjust technical proposal rankings, if necessary. The Administration will select the most advantageous proposal(s), taking into consideration price and all other evaluation criteria set forth in this solicitation.

Only those Respondents who submit all required forms and materials and whose proposals conform to the requirements set out in this solicitation will be considered responsive.

The Program consists of three distinct aspects, with varying skillsets required: community outreach, energy conservation and generation, and program creation and administration. The municipality reserves the right to award aspects of the Program to the Respondent it feels most capable of running that aspect of the Program

I. PROPOSAL DOCUMENTS TO BE RETURNED

Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, **Community Choice Energy Aggregation Consulting Services- RFP #993**, and submittal deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic RFPs or modifications will be considered. The following documents must be completed and submitted on or before the submittal deadline for the RFP to be considered complete:

1. Proposal Form
2. Non-Collusion Affidavit
3. Proposer's Statement Regarding Insurance Coverage
4. Proposer Statement of Relevant Experience

Additional information to be provided:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
2. Location of the company offices;
3. Number of employees both locally and nationally;
4. Location(s) from which employees will be assigned;
5. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP;
6. Company background/history and why Proposer is qualified to provide the services described in this RFP;
7. Length of time Proposer has been providing services described in this RFP. Please provide a brief description;
8. Resumes for key staff to be responsible for performance of any contract resulting from this RFP;

Proposals must be submitted on preprinted forms supplied by the Town of North Kingstown. Proposers shall submit one (1) original RFP marked "MASTER", and three (3) identical copies on or before the submittal deadline plus a digital copy

II. PROPOSAL FORM

NAME AND ADDRESS OF BIDDING FIRM:

Firm Name

Mailing Address

City/Town, State, & Zip

Phone and email address

Type of business (corporation, partnership, sole proprietorship)

All Addenda, and the following documents by this reference are hereby made a part of this RFP:

- | | |
|-----------------------------|------------------------------------|
| 1. Request for Proposal | 7. Documents to be Returned |
| 2. Instructions to Proposer | 8. Proposal Form |
| 3. Terms and Conditions | 9. Non-Collusion Affidavit |
| 4. Special Provisions | 10. Insurance Coverage |
| 5. Scope of Work | 11. Proposer Statement of Relevant |
| 6. Evaluation Criteria | Experience |

Proposer acknowledges receipt (if applicable) of Addenda Number(s) _____(/),
_____(/), and _____(/).

Name of Authorized Representative (print)

Signature

Title

Scope Item #		Description	Total Cost	Total Cost written in words
8		Program management fee per kWh	\$.	
2 & 7		Outreach fee per kWh	\$.	
All other scope items		Aggregation program creation and management fee per kWh	\$.	
TOTAL BID				
\$.				
Total Cost				

VIII. NON-COLLUSION AFFIDAVIT

To Be Completed, Notarized, and Submitted With Bid

State of Rhode Island

County of _____

I _____, Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Date _____

(Signed at) _____

Proposer name _____
(Person, Firm, Corp.)

Authorized Representative _____

Address _____

Representative's Name _____

City, State, Zip _____

Representative's Title _____

III. INSURANCE COVERAGE

Proposer hereby certifies that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal - Community Choice Energy Aggregation Consulting Services. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance and agrees to name the Town of North Kingstown as Additional Insured for the work specified.

Insurance Required:

- Workman's Compensation in compliance with statutory limits
- Professional Liability Insurance
- General Liability Insurance
- Automobile Insurance

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

I. STATEMENT OF RELEVANT EXPERIENCE

List three references which your firm provided relevant services for a municipal or other governmental unit within the last five years.

I hereby certify that I have performed the work listed below.

Signature of Proposer

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE & EMAIL