



Solicitation Information
April 27, 2015

Request for Proposal (RFP) # 7550564

TITLE: Demand Response Services

Submission Deadline: Friday, May 20, 2016 @ 1:00 PM (Eastern Time)

Pre-Bid conference: No

Questions concerning this solicitation may be addressed to Thomas.bovis@purchasing.ri.gov. Questions should be submitted in a *Microsoft Word attachment*. Please reference **RFP # X Demand Response Services** on all correspondence. Questions received, if any, will be answered and posted on the purchasing website as an addendum to this solicitation. All questions must be received by **5/6/2016 at 4 PM (ET)**. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

Thomas Bovis, Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

SECTION 1 - INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS

The State of Rhode Island Department of Administration Division of Purchases on behalf of the Office of Energy Resources (OER), is seeking qualified vendors to conduct all of the following:

1. Assist the State in identifying state-owned facilities and Eligible Entity-owned facilities (hereafter “Customer Assets”) that are eligible to provide demand response capabilities and can be enrolled in the ISO New England (ISO-NE) Forward Capacity Market or any other appropriate ISO-NE administered market construct.
2. Enroll and manage the participation of identified and eligible Customer Assets including, but not limited to, those listed in Attachment 2 to maximize participation and revenue in the ISO-NE Demand Response Program or appropriate ISO-NE market. All listed Customer Assets shall participate in said Demand Response Program through utilization of back-up emergency generators and/or load curtailment, unless otherwise agreed to by the eligible entity.
3. Provide support services for current and future assets enrolled and to be enrolled by the State in the Forward Capacity Market or other appropriate ISO-NE market.
4. Under any contract resulting from this RFP, the contractor (also referred to as the “Enrolling Participant” or “EP”) must provide all equipment, devices, data collection, testing and any additional products and/or services necessary to make all Customer Assets eligible and to enroll them in the ISO-NE Demand Response Programs or other appropriate ISO-NE program. Furthermore, beginning with the Customer Asset’s enrollment in a Demand Response Program or other appropriate ISO-NE program, the Enrolling Participant, in the manner prescribed in this RFP, will manage all aspects of participation in said Program at the direction of the State, including, but not limited to, all obligation management, notification of appropriate State employees for events, and transfer of funds to OER or other Eligible Entity. The Eligible Entity will be responsible for the reliability of its generators and the facility electrical systems.

Further description of the scope of work is described herein.

This solicitation is being conducted under the State’s Request for Proposals (RFP) Process. All responses must be received by the date indicated on the first page of this solicitation. No awards will be made until all applications are received, reviewed and ranked in accordance with the review process.

The State reserves the right to award multiple contracts to service Customer Assets. No more than one Enrolling Participant per facility shall be awarded.

This solicitation, and subsequent award, is governed by the State’s General Conditions of Purchase, which is available at www.purchasing.ri.gov. To access the State’s General Conditions of Purchase, enter our website, click on Rules and Regulations. Once the Regulations by Section page is displayed, double click on Appendix A, which contains the State’s General Conditions of Purchase.

Potential Respondents are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Proposals which depart from or materially alter the terms, requirements, or scope of work defined by this solicitation will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this solicitation, or to provide oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time clock is in the reception area of the Division of Purchases.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401 222-3040). *This is a requirement only of the selected vendor.*

Respondents are advised that all materials submitted to the State of Rhode Island for consideration in response to this RFP will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

Respondents should be aware of all applicable laws regarding Disadvantaged Business Enterprises (DBEs) and Minority Business Enterprises (MBEs). The State's MBE requirements are set forth in R. I. Gen. Law § 37-14.1-1, et seq. The State's goal is for a minimum ten per cent (10%) participation by MBEs in all State procurements. For further information, please visit the website <http://www.mbe.ri.gov/>.

The Rhode Island Department of Administration, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Equal Employment Opportunity (RIGL 28-5.1) § 28-5.1-1 Declaration of policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified and non-classified services of the state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via email rlambert@gw.doa.state.ri.us.

Subcontracts are permitted, provided that their use is clearly indicated in the Respondent's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

SECTION 2 – PROJECT DESCRIPTION

OER seeks contractor(s) with deep expertise in the ISO Forward Capacity Market/wholesale market construct, with particular experience in identifying, qualifying, and maintaining enrollment of demand-side management resources for public entities; the use and maintenance of generators; and load curtailment. The selected contractor(s) will work closely with OER and the State's Division of Capital Asset Management and Maintenance (DCAMM) to enroll and maintain Customer Assets in the Forward Capacity Market or appropriate ISO-NE market and maximize State revenue streams from its market participation.

The selected consultant will be responsible for performing the tasks specified within the scope of work outlined in this solicitation.

BACKGROUND

In 2007, the State of Rhode Island enrolled several eligible facilities (listed in Attachment 2) in the Forward Capacity Market via a contract with Enernoc. The contract lapsed several years ago, which halted the State's market participation for these resources. This solicitation aims to re-enroll certain eligible facilities; expand enrollment to other eligible facilities, as identified; and perpetuate enrollment throughout the life of any contract awarded pursuant to this RFP. By providing these services, the selected consultant should seek to maximize potential revenue streams to the State of Rhode Island stemming from for its qualified demand-side assets.

SCOPE OF WORK

OER has identified the following requirements for the selected contractor(s):

Procurement Scope and Description

- **Mandatory:** Assist in the identification and enrollment of Eligible Entity facilities (hereinafter "Customer Assets") for current and future Forward Capacity Market or other appropriate ISO-NE market enrollment.
- **Mandatory:** Enroll and manage the participation of Customer Assets including, but not limited to, those listed in Attachment 2 in order to maximize participation and earnings in the ISO New England (ISO-NE) Demand Response Program. All listed Customer Assets shall participate in said Demand Response Program through utilization of back-up emergency generators and/or load curtailment, unless otherwise agreed to by the eligible entity.
- **Mandatory:** Provide support services for current and future demand response assets enrolled and to be enrolled by the State of Rhode Island in the Forward Capacity Market or other appropriate ISO-NE market.

Under any contract resulting from this RFP, the contractor (also referred to as the "Enrolling Participant" or "EP") must provide all equipment, devices, data collection, testing and any additional products and/or services necessary to make all Customer Assets eligible and to enroll them in the ISO-NE Demand Response Programs or other appropriate ISO-NE

program. Furthermore, beginning with the Customer Asset's enrollment in a Demand Response Program or other appropriate program, the Enrolling Participant, in the manner prescribed in this RFP, will manage all aspects of participation in said Program at the direction of the State, including, but not limited to, all obligation management, notification of appropriate State employees for events, and transfer of funds to OER or other Eligible Entity. The Eligible Entity will be responsible for the reliability of their generators and the facility electrical systems.

Number of awards

The State of Rhode Island reserves the right to award multiple contracts to service Customer Assets. No more than one Enrolling Participant per facility shall be awarded.

Adding Contractors after initial Statewide Contract award

If, over the life of the Contract, OER determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Solicitation but were not awarded contracts. If necessary to meet the requirements of the State of Rhode Island, the Solicitation may be reopened to obtain additional bids.

Eligible Entities

Any Contract resulting from this Bid will be open for use by the following types of entities:

Eligible Entities include the State's executive, legislative and judicial branches, and all departments, boards, commissions, and elected offices therein; any municipality or political subdivision of the State; any instrumentality of the State such as fire districts, water districts, water authorities, sewer commissions and authorities, housing authorities, or other instrumentality of the State which are a juristic entity and legally separate and distinct from the State; public libraries within the State; public school districts and charter schools within the State; public hospitals owned by the State; and other entities when designated in writing by the State acting by and through its Department of Administration Division of Purchases.

Each eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Contract when applicable. Contractors will be responsible for marketing their goods and/or services to State of Rhode Island Agencies and other eligible entities.

Acquisition Method(s)

The State of Rhode Island will not expend any funds to purchase Demand Response equipment or services under any contract resulting from this RFP unless otherwise stated in this RFP Section "Compensation Structure/Pricing". Forward Capacity Market or other appropriate ISO-NE market services will be procured on a Fee for Service basis. The Fee will either be structured as an hourly rate or a percent of Asset earnings.

Contract Duration

The initial term of this Contract will be two (2) years from the contract start date. In addition, this Contract has four (4) options to renew of up to one (1) year each with a maximum Contract term of six (6) years (including the initial term and all possible renewal options).

Performance and payment time frames which exceed Contract duration

All agreements for services entered into during the duration of this Contract and whose

performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). All such agreements shall be subject to the terms and conditions of this contract. No written agreement shall extend more than one (1) year beyond the final termination date of this Statewide Contract. No agreements for services may be executed after the Contract has expired.

Estimated Value of the Contract

Although the exact potential for enrollment of state assets is unknown, Attachment 2 indicates previously eligible Customer Assets which total to 3.1 MW. The State of Rhode Island makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

SECTION 3 – PROPOSAL SPECIFICATIONS

Additional draft terms appear in Attachment 1 “Demand Response Services Contract” of this RFP.

Bidder Qualifications

In order for a bidder to qualify for the pre-qualified list, he/she must meet (and, where applicable, submit proof with response) the following requirements:

Enrolling Participant Certification

All Vendors are required to be certified by the New England Independent System Operator (ISO-NE) as an Enrolling Participant (EP) to provide Demand Response Programs. Bidders must attach evidence of being certified by ISO-NE to provide Demand Response Programs. Bidders must demonstrate that they have a Capacity Obligation with ISO for purposes of facilitating qualified Customer Assets that may be identified under the scope of work. In addition, the qualified vendor must demonstrate that they have previous experience creating and implementing a monitoring and verification plan for enrolled assets. Evidence of compliance with this requirement must be attached to the response.

It is also desirable that the EP provide a high level of security for the claims made under this contract. Bidders must provide a discussion as to how the potential payment stream developed under this contract is to be secured. It is understood that the State cannot guarantee the long-term enrollment of any asset, notwithstanding that there may be a penalty for early withdrawal.

Company experience

Bidders must possess experience in identifying, enrolling and managing demand resource assets. To describe such experience, Bidders must provide a narrative of no more than five (5) pages, including statistics on assets and/or kilowatts enrolled in prior programs with ISO-NE or similar programs in other power pools. Additional documentation in the form of spreadsheets may be attached to the response. Bidders should identify any experience that have had managing demand response assets for public sector entities, such as other New England States or its sub-regions. Previous work with public sector entities is highly preferred.

Bidders must confirm if their company was charged, or their company caused any client to be charged, a penalty from any ISO. Provide an example of what occurred and the impact on the EP and the customer. Explain how this type of issue was addressed and how it could or could not occur in the future.

Marketing strategy to expand asset enrollment

Bidders must offer the State of Rhode Island a strategy to identify and expand asset enrollment for all Eligible Entities. Bidders must provide a narrative of no more than five (5) pages detailing their marketing strategy on how they will maximize the enrollment and revenue potential of the Customer. The narrative must specify specific actions that will be taken within the first sixty (60) days and one-hundred and eighty (180) days after contract execution.

Bidders must also provide a marketing and outreach strategy for Non-State-Owned Eligible Entities and how this work would be coordinated with DCAMM and OER to allow for minimal administrative burden on DCAMM and OER personnel. This strategy shall include details as to how the State can maximize revenue.

Technical strategy to maximize payments for DR and ODR to the State

Bidders must offer the State a technical strategy to maximize payments for Demand Response and Other Demand Response program participation while also optimizing Customer Asset operational strategies. Bidders must provide a narrative of no more than five (5) detailing their technical strategy on how they will maximize the Customer payment stream from the Customer Assets and eliminate or minimize any risk associated with ISO-NE penalties.

References and reference information and/or requirements

It is desirable that Bidders have successfully held contracts of a similar type and magnitude and have a history of good performance. OER and/or DCAMM reserve the right to contact references that the Bidder submits. This Solicitation requires that Bidders submit at least three (3) references to help OER and DCAMM determine past performance.

Bidders must provide a contact name, telephone, email, mailing address, and business name, for each of the three (3) business references.

SECTION 4 – SERVICE SPECIFICATIONS

All work will be done according to the following specifications:

Demand Response: Program Participation

After contract award, the Enrolling Participant must ensure the Customer's enrollment is possible in the ISO-NE Demand Response Program or other appropriate ISO-NE Program. The EP will enroll any Customer Asset in the Demand Response Program or other appropriate program for the Commitment Period consistent with the ISO program.

The Enrolling Participant is expected to maximize state participation in the ISO Demand Response Program or other appropriate program through curtailment and emergency generation, unless otherwise agreed to by the enrolling entity. The EP should enroll as

many eligible facilities as possible, and do everything in their power to have them perform when called upon. The EP should be constantly trying to improve performance of the Customer's facilities. To the extent that they can, the EP should work with facilities who want to earn extra revenues through market-timed load shedding.

Addition of Customer Assets

Throughout the life of the contract, DCAMM or OER will request that the Contractor examine the feasibility of enrollment and/or enroll specific additional Customer Assets. Once the Contractor, DCAMM and OER determine that it is feasible to enroll the Customer Asset in an ISO-NE program; the parties will agree to a compensation using the best available information at the time of the agreement.

The EP must successfully enroll the Customer Asset within sixty (60) days of such agreement unless otherwise agreed with the Eligible Entity. DCAMM and OER reserve the right to decline any offer and/or seek additional EPs if doing so is in the best interest of the State.

Market Support Services

The following list of activities and tasks will be required to assist the State with initiating and maintaining asset registration with the ISO NE program.

Manage projects that have been enrolled in the Forward Capacity Market (FCM) or other appropriate ISO-NE market.

- Maintain project registration.
- Ensure that all relevant dates and ISO-NE market rules and requirements are met.
- Administer M&V Compliance Auditing.
- Upload reporting data into the ISO-NE On-Peak Hours tracking system.

Assist OER and DCAMM in enrolling new assets (facilities) into the FCM or other appropriate program.

- Manage FCM Passive Load Response Bidding.
- Meet with OER and DCAMM to explain strategy for auction bidding of the assets and commitment period election for resources.
- Develop auction bidding strategy with OER and execute.
- Develop reconfiguration auctions or bi-lateral contracts strategy with OER and DCAMM and execute.
- Participate in auctions on behalf of OER and DCAMM and provide an update of cleared resources.

Administer Financial Assurance and other ISO-NE Passive Load Response payment requirements.

- Notify OER and DCAMM of financially beneficial events and deliver payment to the appropriate entity on behalf of OER and DCAMM.
- Notify OER and DCAMM of ISO-NE penalties and make penalty payments on behalf of the appropriate entity.

- Make payments on behalf of the State or appropriate entity for costs associated with program enrollment, and ongoing market billing activity based on the ISO-NE billing policy.

OER will work with the EP to define the appropriate entity to receive payments and settlement records for each enrolled Asset.

The EP will be responsible for providing all funds for Financial Assurance, ISO-NE deposit and applicable fees. Fees and deposits paid for by the vendor will be deducted from payments (to the specific Assets) made from the vendor to the State or appropriate entity.

Assist OER and DCAMM in determining list of planned projects that would qualify for FCM or other appropriate ISO-NE market participation.

- Assist OER and DCAMM and other interested entities to develop enrollment plans for projects to meet FCM or other appropriate ISO-NE market requirements and produce required registration materials to include the following:
 - Show of Interest applications
 - Qualification Package
 - Forward Capacity Auctions
 - M&V plans

Assist in enrollment of new FCM or other appropriate ISO-NE market Assets.

- Administer Critical Path Schedule (CPS) Passive Load Response Monitoring.
- Maintain an internal tracking system documenting the number of individual projects being submitted (for both the Show of Interest and Qualification Package deadlines). Work collaboratively with OER and DCAMM staff to communicate these timelines, project information requirements, and reporting to ISO-NE in a timely manner.
- Submit quarterly CPS reporting on behalf of OER and DCAMM. Provide notification in advance to OER and DCAMM for any requirements for CPS.
- Communicate with OER and DCAMM on critical timelines, project information requirements and ISO reporting, including at minimum, quarterly meetings as needed.
- Submit reports (quarterly) to OER and DCAMM showing demand reductions and earnings by facility and amounts deducted for administrative and program fees.
- Review monthly settlement files and identify/execute data resubmission as needed.

Support other ad-hoc issues and interactions with ISO-NE and participation in the Forward Capacity Market or other appropriate ISO-NE market.

Notify OER and DCAMM of any asset performance issues.

Transfer capacity between EPs when necessary.

Transfer of Assets in the Event of EP Cancellation or Termination

At any point during this contract, the EP may be required to transfer assets that they have

enrolled in the DR, FCM or another program under this contract to another EP of the State's choosing in the event of termination or non-renewal. The EP must ensure the transfer is in accordance with the ISO-NE program requirements and/or Market Rule.

Quarterly Reports

The EP will be responsible for providing reports on the on-going activities of the State's Demand Response Program participation. These reports will be provided on a quarterly basis in a timely fashion and in a format determined by OER. At a minimum, the following report will be prepared:

- ***Quarterly Program Report*** These reports will include detailed information including the Facility Contact Information (Facility Code, Facility Site Name, Facility Address, Facility Contact, Facility Phone Number), Total Facility Load, Load Profile, Facility Target Load Reduction, Monthly payment (if any), Demand Response Event Date (if any), Actual Load Reduction/generator output achieved (if any), Per-MWh Rate paid to assets (if any), Total Amount Payable to the Participating Facility, Total Amount Withheld by Enrolling Participant.

These reports will also be used to track monthly earnings, and as a tool for diagnosing problems, developing solutions, managing the project/contract, etc. These reports are due within 21 days of the financial determination by ISO-NE and in a format acceptable to OER.

These reports will also include a brief cover memo summarizing the program activity (i) the extent to which the program goals have been met to date, (ii) the extent to which the program goals are likely to be met for the current year, (iii) any outstanding issues that OER or DCAMM need to address to ensure that the program is operating successfully.

- ***Quarterly Reports on Support Services.*** These reports will include detailed information on services provided over the quarter, including but not limited to: Activity/Service Dates (if applicable), Activity/Service Description, Related Facility Name (if applicable), Hourly Rate (if applicable), Number of Hours Worked, Service Total (if applicable).

Training

Contractors will be responsible for providing all the necessary training for facility staff, contractors and (if needed) facility occupants as agreed upon between the Eligible Entity and the Contractor in order to accomplish program goals. Such necessary training must be provided free of charge.

Security

Based on applicable security laws, regulations and policies, Eligible Entities reserve the right to require the Contractor to comply with a range of additional requirements or standard operating procedures. Contractors must comply with such security requirements at no charge to the Eligible Entity.

Emergency response plans/preparedness

In a declared state of emergency where the safety and well-being of State citizens are at risk, contractors may be asked to supply the State with the commodities and/or services under the Statewide Contract on a priority basis. The Bidder's Response should include the following:

- Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.
- A list of emergency contact information including name, position/title, phone, email and cell phone. This information will not be considered in the evaluation of the Response.

Compensation Structure/Pricing

Demand Response Pricing

For the duration of their enrollment, Eligible Entities are to be paid quarterly a percentage of all ISO-NE payments made by ISO-NE on behalf of Customer Assets enrolled under this contract, including monthly payments for enrollment and, where applicable, emergency event payments. In their responses, Bidders must provide the percentage share of ISO-NE monthly and event payments Customer Asset or aggregation of Customer Assets will receive.

For future facility enrollments, the EP may update the percentage share of ISO-NE payments based on a mutual agreement between the Enrolling Participant and OER and DCAMM based on actual or anticipated rate schedules published by ISO-NE. All demand response payments for State-owned Eligible Entities must be sent to OER or the appropriate entity identified by OER for deposit into an account specified by the State. Payments to non-state-owned Eligible Entities must be made directly to each Eligible Entity based on their specifications.

The cost of all penalties from ISO-NE to the EP will be borne by the EP. Eligible Entity payments will not be reduced due to an unforeseen penalty from the ISO-NE to EP. Metering costs will be paid for by the EP and will be deducted from payments (to the specific Assets) made from the EP to the State.

Should a Customer Asset be unable to participate in the Program due to unforeseen circumstance not related to the EP, the EP will notify OER and DCAMM (and the individual Eligible Entity if not state-owned) of said circumstances and request that the asset be withdrawn from the program. The EP will be required to provide the lowest-cost alternative to the State to insure that no payments are made by the Eligible Entity to the EP. In such cases, OER and DCAMM (or the individual none-state-owned Eligible Entity) may renegotiate the ISO-NE payment percentage share for this and/or other Customer Assets.

Market Support Services Pricing

Market support services, if awarded to any Contractor, will be billed for hourly or as a percentage of asset earnings based on the required tasks. Bidders are required to offer both types of pricing. Following proposal evaluation, OER will determine which of the two types of pricing will be used for the contract.

The EP will pay the cost for the purchase and installation of metering equipment, other materials and/or supplies directly related to specific Assets. Metering costs will also be paid for by the vendor. All Market Support Service costs will be deducted from payments (to the specific Assets) made from the vendor to the State or appropriate entity.

SECTION 5 – PROPOSAL REQUIREMENTS

General Submission Requirements

Responses (an original plus five (5) copies, plus an electronic version on a USB thumb drive) should be mailed or hand-delivered in a sealed envelope marked “RFP # X, DEMAND RESPONSE SERVICES” to:

RI Department of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time (first page of this solicitation) will not be considered. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and may not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is located in the reception area of the Division of Purchases.

Proposals should include the following:

- A completed and signed RIVIP Bidder Certification Cover Form, available at www.purchasing.ri.gov.
- A completed and signed W-9 (taxpayer identification number and certification) should be included in proposal marked “**Original**” only. Form is downloadable at www.purchasing.ri.gov.
- A proposal in MS Word format or PDF format containing all the following information under the section headers indicated:

All proposals submitted for this request must be submitted in the format described below, clearly labeling the sections as described. Please keep fonts to 11 point at a minimum. Proposals should be kept to a maximum of twenty (20) pages (at 1.5 line spacing) including all sections listed below:

1. Overview

The Overview will concisely lay out the applicant’s understanding of the scope of work, describe their proposed approach and explain how they are well suited to perform the tasks.

2. Technical Proposal

- a. **Marketing Strategy**: Describe how your company will expand asset enrollment (maximum 5 page description).
- b. **Technical Strategy**: Describe how your company will maximize payments for DR and ODR to the State of Rhode Island (maximum 5 page description).

- c. **Addressing Service Specifications:** Describe how your company will address all service specifications described in this RFP.

3. **Qualifications & Experience**

Please provide the following:

- **Company Profile:** Provide an overview of history, length of time in business, organizational and staff capacity, core competencies, and any other resources uniquely suited to recommending and implementing the scope of work outlined in this solicitation.
- **Enrolling Participant Certificate:** Proof that your company is certified by ISO-NE as an Enrolling Participant and has a capacity obligation with ISO.
- **Relevant Experience:** Describe your experience with identifying, enrolling and managing demand resource assets. Describe at least two specific projects. In addition, describe and explain any ISO penalties charged to previous or current clients and how these penalties can or cannot occur again. (Total maximum 5 page description).
- **Reference Information:** This Solicitation requires that Bidders submit at least three (3) references, to help OER and DCAMM determine past performance. Bidders must provide a contact name, telephone, email, mailing address, and business name, for each of the three (3) business references.

4. **Project Management & Organization**

List all staff and/or subcontractors proposed as members of the team and the tasks they will perform. Describe their duties, responsibilities, and concentration of effort applying to each. Please include resumes, curricula vitae or statements of prior experience and qualification (these may be provided as attachments not counting towards overall page limit). An organizational chart showing roles and responsibilities on the project is desirable. The bidder may include subcontractors; however, the prime respondent will be solely responsible for the management and work-products.

5. **Cost Proposal**

Please provide a signed Cost Proposal reflecting two prices: a Demand Response Pricing and a Market Support Services Pricing. Together both prices should equal an all-inclusive price for the entire scope of work. It is required that the Bidder use the Bid Form provided as Attachment 3 of this RFP.

6. **Proposed Timeline**

All proposals should contain an estimated timeline for accomplishing all work described in this RFP.

SECTION 6 - EVALUATION AND SELECTION

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the State to receive a Contract award.

Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by OER. OER reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Solicitation sections that include terms such as: “must”, “shall”, “will” and “required” are “mandatory.” Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

Alternatives

A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

OER will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

Evaluation Components

In making this determination, OER will consider and score a number of factors including:

- Experience and Team
 - Demonstrated ISO certification
 - Demonstrated Capacity Supply Obligation
 - Business References
 - Past Experience in Demand Response in provision of demand response enrollment services and working with government entities
 - Experience and Ability to Assist with market support services
- Strategy and Business Plan
 - Documented plan for operational strategy including the marketing strategy and technical strategy to maximize the payments to Customer
 - Documented strategy for enrolling assets into the program
- Revenue percentage and earnings to Customer
 - Bid Form (Attachment 3)

The order of these factors does not generally denote relative importance. OER reserves the right to consider other relevant factors as it deems appropriate in order to obtain a “best value” provider of energy consulting, procurement and contract management services. OER may or may not seek additional information from vendors prior to making selection.

This RFP does not commit OER to select any firm, award any work, pay any costs in preparing a response, or procure or contract for any services. OER reserves the right to accept or reject any or all submittals received, cancel or modify the RFP in part or its entirety, when it is in the State’s best interest to do so.

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 45 (75%) out of a maximum of 60 technical points. Any technical proposals scoring less than 45 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 45 technical points or higher will be evaluated for cost and assigned up to a maximum of 40 points in the cost category, bringing the potential maximum score to 100 points.

The State reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Scoring Criteria	Description	Possible Points
Overview & Technical Proposal	<ul style="list-style-type: none"> • The quality of the Proposal demonstrates the candidate’s ability to provide superior expertise in expanding asset enrollment, maximizing payments for DR and ODR to the State of Rhode Island, and providing those services described in the RFP • The proposed approach meets the needs and criteria set forth in the RFP 	30
Qualifications & Experience	<ul style="list-style-type: none"> • The candidate has completed similar projects and is qualified to undertake the scope of work outlined in the RFP • References and prior work demonstrate the candidate’s deep expertise in participating in the Forward Capacity Market or other appropriate ISO-NE markets • Company must submit proof of being certified by ISO-NE as an Enrolling Participant with capacity obligation 	20

Project Management & Organization	<ul style="list-style-type: none"> • Proposal shows clarity of team management structure, the availability of senior staff to supervise and contribute to the work, and ability to complete work and provide asset oversight in a timely, coordinated fashion • The Timeline submitted appears practical, achievable and logical 	10
Total Possible Technical Points		60
Cost Proposal	<ul style="list-style-type: none"> • The candidate submits a reasonable and competitive pricing structure commensurate with the value offered 	40
Total Possible Points		100

Attachment 1

Draft Service Contract

DEMAND RESPONSE SERVICES AGREEMENT

This DEMAND RESPONSE SERVICES AGREEMENT is made and entered into as of the date set forth below by and between the STATE OF RHODE ISLAND, ACTING BY AND THROUGH THE DEPARTMENT OF ADMINISTRATION, on behalf of the OFFICE OF ENERGY RESOURCES, and the ENROLLING PARTICIPANT that executes this Demand Response Services Agreement below.

Recitals

The State seeks demand response services as identified on the Schedule and as described in detail in the Request for Proposal to maximize participation of its eligible facilities and other eligible facilities in ISO New England Demand Response Programs. Enrolling Participant has the desire, expertise, experience, and capacity necessary to perform such demand response services. The State and Enrolling Participant wish to set forth in this Agreement the terms and conditions pursuant to which Enrolling Participant will perform such demand response services for the State.

The State and Enrolling Participant, therefore, mutually agree as follows:

Agreements

1. **Definitions:** For purposes of this Agreement, the capitalized terms set forth in this Agreement shall have the meanings ascribed to them as follows.
 - 1.1 **"Agreement"** means this Agreement which will govern the terms and conditions pursuant to which Enrolling Participant will perform the Services for the State; each and every exhibit and schedule attached hereto, including the Schedule, and by this reference made an integral part of this Agreement, all as amended, renewed, and extended from time to time.
 - 1.2 **"Eligible Entity"** means an entity to which this Agreement shall be open for use. Eligible Entities include the State's executive, legislative and judicial branches, and all departments, boards, commissions, and elected offices therein; any municipality or political subdivision of the State; any instrumentality of the State such as fire districts,

water districts, water authorities, sewer commissions and authorities, housing authorities, or other instrumentality of the State which are a juristic entity and legally separate and distinct from the State; public libraries within the State; public school districts and charter schools within the State; public hospitals owned by the State; and other entities when designated in writing by the State acting by and through its Department of Administration Division of Purchases.

- 1.3 **"Enrolling Participant"** means the firm that executes and enters into this Agreement to perform the Services for the State, and by such execution, agrees to be bound by all of the terms and conditions herein contained, and includes the firm's subsidiaries, affiliates, successors, and assigns. The firm that executes this Agreement is required to be certified by ISO-NE as an Enrolling Participant for ISO-NE Demand Response Programs.
 - 1.4 **"ISO-New England"** or **"ISO-NE"** means the entity created and regulated by the Federal Energy Regulatory Commission that serves as a regional transmission organization (RTO) for New England.
 - 1.5 **"Request for Proposal" or "RFP"** means the State's Request for Proposal for Demand Response Services, plus the Enrolling Participant's response to the State's Request for Proposal for Demand Response Services, all of which by reference are made an integral part of this Agreement.
 - 1.6 **"Person"** means any partnership (including limited partnerships), corporations, limited liability companies, governmental authorities, trusts and all other legal entities, as well as natural persons.
 - 1.7 **"Services"** means any and all services listed on the Schedule, included within the RFP, and any and all other obligations, duties, requirements, and responsibilities required for the successful performance of this Agreement by Enrolling Participant, including the furnishing of all supervision, labor, materials, and other supplies, in accordance with the terms and conditions set forth herein.
 - 1.8 **"Subcontractor"** means a Person that has a direct or indirect contractual relationship or arrangement with Enrolling Participant to perform any of the Services.
 - 1.9 **"Term"** means the term of this Agreement pursuant to the provisions of Section 19.1.
 - 1.10 **"State"** means the State of Rhode Island.
 - 1.11 **"User Agency"** means the Rhode Island Office of Energy Resources which is an office within the executive branch of the State that will be the primary recipient and beneficiary of the Services.
2. **Context:** Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized

meanings. Unless the context otherwise requires the words "hereby", "hereof", "hereto", "herein", "hereunder", and any similar words refer to this Agreement and the word "day" or "days" refer to calendar day(s).

3. **Terminology:** The singular shall include the plurals and vice versa. Titles of sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement. The use herein of the word "including", when following any general statement, term, or matter is not limited to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language, (such as "without limitation", or "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
4. **Engagement:** Subject to the terms and conditions of this Agreement, the State engages Enrolling Participant, and Enrolling Participant accepts the engagement to perform the Services during the Term. Enrolling Participant shall not commence performance of the Services until it receives an authorization from the Division of Purchases to proceed.
5. **Participation of Eligible Entities:** Eligible Entities are eligible but not required to participate in this Agreement. Eligible Entities who wish to enroll facilities in a demand response program under this Agreement must receive approval from User Agency. For all facilities enrolled in a demand response program under this Agreement, Enrolling Participant will work directly with User Agency unless directed by User Agency to work directly with an Eligible Entity. Unless otherwise agreed to in writing by the User Agency and Eligible Entity, the User Agency will be the final decision-making body for the resolution of any conflicts that may arise between Eligible Entities and the Enrolling Participant.
6. **Performance Standards:** Enrolling Participant will perform its services with the highest degree of care, skill, and diligence, and in accordance with the applicable professional standards currently recognized by such profession, and will be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Enrolling Participant will comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Enrolling Participant fails to meet applicable professional standards, Enrolling Participant will, without additional compensation, promptly correct or revise any errors or deficiencies in its reports, drawings, specifications, designs, and other items or services. Enrolling Participant warrants it has all required licenses, certificates, and registration to perform its services.
7. **Employees and Agents:**
 - 7.1 **Personnel:** Any of Enrolling Participant's personnel or those of its Subcontractors specifically identified on the Schedule are considered essential to performance and may

not be removed or replaced without the prior approval of the State. All personnel employed or engaged by Enrolling Participant shall possess the necessary skills for performance under this Agreement, and the State may require demonstration of such skills according to certification or qualification tests administered or approved by the State. Use of outside personnel will be with the prior consent of and under conditions acceptable to the State. Enrolling Participant will at all times enforce proper discipline and good order among the personnel under its control or supervision. The State will have the right to require any Person observed to be failing, refusing, or unable to carry out Enrolling Participant's obligations, or any Person appearing in the sole judgment of the State to be intemperate, incompetent, disruptive, or otherwise undesirable, in the discretion of the State, to be removed from performance under this Agreement immediately upon the request of the State to Enrolling Participant and replaced by Enrolling Participant without charge to the State.

7.2 Subcontractors: Enrolling Participant will not subcontract or delegate any portion of the Services without the prior written consent of the State. Enrolling Participant is solely responsible for all work performed under this Agreement and assumes prime Enrolling Participant responsibility for all Services. All portions of the Services that Enrolling Participant does not perform with its own personnel will be performed under agreements with Subcontractors that meet the requirements of this Agreement. Subcontractors must maintain the minimum insurance required to be maintained under this Agreement by Enrolling Participant. The names, addresses, and a description of the services of all Subcontractors are listed on the Schedule. By an appropriate written agreement, Enrolling Participant will require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Enrolling Participant by the terms of this Agreement, and to assume toward Enrolling Participant all the obligations and responsibilities which Enrolling Participant, by this Agreement, assumes toward the State. Such agreement shall preserve and protect the rights of the State under this Agreement with respect to the Services to be performed by the Subcontractor.

8. Representatives:

8.1 Enrolling Participant's Representative(s): The name and title of Enrolling Participant's authorized representative(s) and principal contact(s) with the State are set forth on the Schedule, together with personnel descriptions and an organization chart showing reporting functions within Enrolling Participant and with and to the State.

8.2 The State's Representative: The name and title of the State's authorized representative(s) and principal contact(s) with Enrolling Participant are set forth on the Schedule.

9. Compensation:

9.1 Demand Response Services: The Enrolling Participant will pay the State **x%** of the payments made by ISO-NE on behalf of the facilities enrolled in demand response

programs under this Agreement including monthly payments for enrollment and, where applicable, emergency event payments. The remaining percentage share will be retained by the Enrolling Participant representing full compensation for its performance of the Services and the performance of any Services performed by any of its Subcontractors.

9.2 ISO-NE Penalties: The cost of all penalties from ISO-NE to the Enrolling Participant will be borne by the Enrolling Participant. Payments to the State will not be reduced due to an unforeseen penalty from the ISO-NE to Enrolling Participant. Metering costs will be paid for by the Enrolling Participant and will be deducted from payments (attributable to the specific facilities) made from the Enrolling Participant to the State.

9.3 Facility Unable to Participate: Should a facility be unable to participate in demand response programs under this Agreement due to unforeseen circumstance not related to the Enrolling Participant, the Enrolling Participant may notify the User Agency of said circumstances and request that the facility be withdrawn from the program. The Enrolling Participant will be required to provide the lowest-cost alternative to the State to insure that no payments are made by the State to the Enrolling Participant. In such cases, the User Agency may renegotiate the ISO-NE payment percentage share for this facility or other facilities owned by that Eligible Entity.

9.4 Market Support Services: Market support services will be billed on an hourly basis. The Eligible Entity or the State will pay the cost for the purchase and installation of metering equipment, other materials and/or supplies directly related to the related facilities. In such cases, the cost of said parts, materials, labor and/or supplies will be billed with no markup. Metering costs will be paid for by the Enrolling Participant and will be deducted from payments (attributable to the specific facilities) made from the Enrolling Participant to the State. No overtime will be allowed. [Compensation for these services may be included in the percentage rate as opposed to hourly billing.]

10. Payment:

10.1 Payment to State: All demand response payments must be sent to User Agency or other appropriate agency as determined by User Agency for deposit into an account specified or authorized by the State. Payments must be sent to the User Agency or appropriate agency as determined by the User Agency by the Enrolling Participant within thirty (30) days of the Enrolling Participant's receipt of payment from ISO-NE.

10.2 Settlement Records: Enrolling Participant will have the sole responsibility for the accuracy and timely submission of proper settlement documentation or records which, at a minimum, shall itemize each facility participating in a demand response program under this Agreement and the corresponding owner, incentives earned, payments received from ISO-NE, and payments made by the Enrolling Participant to the User Agency or appropriate agency as determined by User Agency. All invoices shall be sent to the User Agency or appropriate agency as determined by User Agency. Invoices

must reference this Agreement and, if applicable, the State's purchase order and line item numbers.

- 10.3 Conditions:** Neither payment to the State nor acceptance of payment by the State shall relieve Enrolling Participant or its agents, employees, or Subcontractors from liability for failure to meet all requirements of this Agreement.
- 10.4 Price Adjustments:** Any requests for price changes and/or percentage rate changes must be submitted prior to the Agreement renewal to be considered for a renewal period. Any such requests must be accompanied by documentation supporting the reasons for the requested change.
- 10.5 Implementation of Price Change:** The State will address price change and/or percentage rate change requests by either negotiating a change and renewing the Agreement at the new price or rate or denying the requested price or rate increase and renewing the Agreement at the previous Agreement price. The User Agency reserves the right to negotiate price reductions based on increased volume at any point in duration of the Agreement.
- 10.6 Price Alternatives:** Enrolling Participant may propose alternatives for equivalent, better or more cost effective performance than specified under the Enrolling Participant's original Response at any time during the life of the Agreement.
- 11. Audit:** During the term of this Agreement and for a period of six years thereafter, the State shall be afforded access at reasonable times to Enrolling Participant's accounting records, including sales information on any system, reports or files, in order to audit all records relating to services performed pursuant to this Agreement. If such an audit indicates that Enrolling Participant has materially underpaid the State, then the Enrolling Participant shall remit the underpayment and be responsible for payment of any costs associated with the audit.
- 12. Quarterly Reports:** The Enrolling Participant will be responsible for providing reports on the on-going activities related to the State's participation in demand response programs under this Agreement. These reports will be provided to User Agency on a quarterly basis in a timely fashion and in a format determined by User Agency. In regards to demand services, the report shall contain, at a minimum, detailed information about the enrolled facilities including general identifying information, total load, load profile, target load reduction, monthly payment attributable to the facility (if any), demand response event date (if any), actual load reduction/generator output achieved (if any), per-MWh rate paid to facilities (if any), total amount attributed to the facility payable to the State, and total amount withheld by Enrolling Participant. In regards to market support services, the report shall contain, at a minimum, detailed information on services provided over the quarter, including but not limited to: service dates (if applicable), service description, related facility name (if applicable), hourly rate (if applicable), and hours worked.
- 13. Insurance:**

13.1 Maintenance of Insurance: At all times during the Term, Enrolling Participant shall purchase and maintain the following types and amounts of insurance:

13.1.1 Commercial General Liability Insurance: Enrolling Participant shall obtain, at Enrolling Participant's expense, and keep in effect during the term of this contract Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, independent Enrolling Participants, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000 per occurrence and aggregate is required.

13.1.2 Auto Liability Insurance: Enrolling Participant shall obtain, at Enrolling Participant's expense, and keep in effect during the term of this contract, auto liability insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000 will be obtained.

13.1.3 Workers Compensation and Employers Liability: Enrolling Participant shall obtain statutory Workers Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit, \$100,000 each employee.

13.2 Indemnify the State: The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Enrolling Participant in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.

13.3 Certificate of Insurance: Enrolling Participant must submit a copy of an endorsement and a certificate of insurance that references this Agreement and names the State of Rhode Island as "certificate holder" and as "additional insured" before issuance of a Purchase Order and on an annual basis during the Term and from time to time upon request. The certificate of insurance must state that 30 days advance notice of cancellation, nonrenewal, or material change in coverage (referencing this Agreement) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387. In the event requested insurance coverage renews during the term of the contract, updated certificates must be sent at time of renewal.

13.4 Waiver of Subrogation: All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and

any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

13.5 Conditions: All insurance specified herein shall be minimum requirements, and Enrolling Participant is responsible for providing any additional insurance deemed necessary to protect Enrolling Participant's interests from other hazards or claims in excess of the minimum coverage. The liability of Enrolling Participant to the State is not limited to Enrolling Participant's insurance coverage. Insurance coverage required under the Agreement shall be obtained from insurance companies acceptable to the Department of Administration. The Enrolling Participant shall pay for all deductibles, self-insured retentions and/or self-insurance included in this Agreement. The User Agency reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

14. Representations and Warranties: As an inducement to the State to enter into this Agreement, Enrolling Participant makes the representations and warranties set forth in this Section 14.

14.1 Absence of Restrictions: Enrolling Participant is under no contractual or other obligation or restriction which is inconsistent with Enrolling Participant's execution of this Agreement or the performance of the Services. During the Term, Enrolling Participant will not enter into any agreement, either written or oral, in conflict with Enrolling Participant's obligations under this Agreement.

14.2 Infringement: The Services will not infringe any patent, trademark, copyright, or other proprietary interest. Without limiting any other remedies the State may have under this Agreement or applicable state or federal law, Enrolling Participant will defend, at the State's option, indemnify and hold harmless the State from all claims, suits or proceedings made or brought against the State to any extent based on any allegation that the Services or use of the Services constitutes an infringement of any patent, trademark, copyright, or other proprietary interest, and Enrolling Participant will pay all damages, costs, and expenses, including attorneys' fees, in connection with any such claims, suits, or proceedings. If the use of such Services, or any part thereof, shall in any suit or proceeding be held to constitute an infringement and the use thereof is enjoined, Enrolling Participant will, at its sole expense, either procure for the State the right to continue to use such Services, or part thereof, replace it with non-infringing Services, or modify it so that it becomes non-infringing. Any Substituted non-infringing Services shall be, in quality and performance, equal to or better than the Services replaced.

14.3 Licenses and Registration: Enrolling Participant has all required licenses, certificates, and registrations to perform the Services.

- 14.4 Personnel Warranty:** Enrolling Participant will provide highly qualified supervision and competent personnel to perform the Services in strict conformance with the terms and conditions of this Agreement.
- 14.5 Rights in Data:** All of the plans, specifications, reports, documents, and other materials (whether in written form or on magnetic or electronic media) produced in connection with this Agreement shall belong exclusively to the State and shall be deemed to be works made for hire. To the extent that any of these materials may not, by operation of law, be works made for hire, Enrolling Participant hereby assigns to the State the ownership of copyright in these materials, and the State shall have the right to obtain and hold in its own name or transfer to others, copyrights, and similar protection which may be available in such materials. The State has the right to publically release and publish post-installation inspection activities and findings.
- 14.6 Survival:** The provisions of this Section 14 will survive the expiration or earlier termination of this Agreement.
- 15. The State's Responsibility:** The State will: (i) provide in a timely manner all available information reasonably pertinent to the performance of the Services, including previous reports, drawings, specifications, or other data as Enrolling Participant may reasonably request to perform the Services; (ii) give prompt notice to Enrolling Participant whenever the State becomes aware of any information that may affect the scope or timing of the Services; and (iii) secure, on behalf of Enrolling Participant, access to all public and private property as necessary for the performance of the Services.
- 16. Confidentiality:** Since the performance of the Services may require knowledge and information of a proprietary nature to the State, Enrolling Participant shall receive such knowledge and information in confidence and shall not, except as approved by the State, exploit for its own benefit or the benefit of any Person, publish, or disclose, or authorize any Person to publish, disclose, or make use of such information or knowledge unless and until such information or knowledge shall have ceased to be proprietary as evidenced by general public knowledge. Enrolling Participant shall, upon demand, promptly surrender any such information to State.
- 17. Compliance with Law:**
- 17.1 General Requirements:** The Services, and the performance of the Services by Enrolling Participant, will comply with the terms and conditions of this Agreement, the RFP and all applicable federal, state, and local law, all of which are incorporated into this Agreement by this reference. This obligation extends to Enrolling Participant's agents and Subcontractors.
- 17.2 The State's Rules and Regulations:** At all times during the Term, Enrolling Participant will comply with all rules and regulations promulgated by the State from time to time applicable to Persons which contract with the State.

18. Force Majeure: Neither the State nor Enrolling Participant, however, will be liable for failure or delay in performance due to any cause not reasonably foreseen by, beyond the control of, and without the fault or negligence of either party; provided that the State or Enrolling Participant shall have used its best efforts to avoid such failure or delay in performance; minimized the impact thereof, and rendered prompt written notice thereof when first discovered, fully describing its probable effect and duration. In such event of excusable delay or nonperformance, the State will have the right at its option and without liability to Enrolling Participant to cancel by notice to Enrolling Participant any or all portions of Enrolling Participant's performance so affected and to take such other action as may be necessary. The State may, after ascertaining the facts and the extent of the delay, extend the time for completing performance when the facts so justify and amend the timetable on the Schedule accordingly. The State will not be liable for any increased costs, including price escalation, beyond the original performance or delivery date, due to causes beyond either party's reasonable control.

19. Term and Termination:

19.1 Term: The initial term of this Agreement will be two (2) years beginning on the date of agreement listed on the Schedule. In addition, this Agreement has up to four (4) options to renew with each renewal period being one (1) year.

19.2 Transfer of Assets: In the event of termination or non-renewal of this Agreement, the Enrolling Participant may be required to transfer assets that it has enrolled in a demand response program under this Agreement to another enrolling participant of User Agency's choosing. The Enrolling Participant must ensure that the transfer is in accordance with the requirements of the ISO-NE program and all other applicable laws and regulations.

19.3 Termination for Cause: In the event of a breach by the Enrolling Participant of this Agreement including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the State reserves the right to pursue any and all recourse and penalties available including, but not limited to, suspension and termination of this Agreement. In addition, in the event the Enrolling Participant fails to make any payment when due, the Enrolling Participant shall be liable to the State for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

19.4 Other Termination: The State may terminate this Agreement at any time in the event of the unavailability of appropriated funds, alterations to ISO-NE demand response program incentives that negatively impact the State's participation, or as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

19.5 Effect of Termination: Upon termination, neither Enrolling Participant nor the State shall have any further obligations under this Agreement; except for (i) the liabilities accrued through the date of termination; and (ii) the obligations which by the terms

survive termination, including, without limitation, the indemnification, confidentiality, and warranty provisions of this Agreement, shall survive termination.

- 19.6 Failure to Perform Contractual Obligations:** Problems with Enrolling Participant's service quality, documentation, customer service and/or Enrolling Participant's failure to adhere to the any provisions of the RFP or this Agreement, or pertinent standard operating procedures for the State or Eligible Entity are grounds for any or all of the following actions: (i) requiring the Enrolling Participant to credit the Eligible Entity based on the period of time when the quality of service was unsatisfactory; (ii) requiring the Enrolling Participant to credit the Eligible Entity the percentage of ISO-NE payment the Enrolling Participant withheld over the period of time when the quality of service was unsatisfactory; (iii) issue penalties, including, but not limited to the estimated cost of any remedial action incurred by the Eligible Entity; (iv) suspend the Enrolling Participant until the problem is resolved; or (v) terminate this Agreement.
- 20. Assignment:** This Agreement may not be assigned by Enrolling Participant without the prior consent of the State. Any attempt to assign any rights, duties, or obligations which arise under this Agreement without such consent will be void.
- 21. Indemnification:** Enrolling Participant shall defend, indemnify, and hold the State harmless from and against any and all claims, demands, causes of action, losses, obligations, damages, judgments, liabilities, or other costs and expenses (including attorneys' fees) incurred by the State which, directly or indirectly, arise out of or result from: (i) Enrolling Participant's breach of any provision of this Agreement; or (ii) the acts or omissions of Enrolling Participant, its Subcontractors, and their/its employees or agents.
- 22. Election of Remedies:** No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
- 23. Complete Contract; Amendment:** The terms and conditions of this Agreement constitute the entire agreement between the State and Enrolling Participant and supersede all negotiations, agreements, representations, statements, and understandings, whether oral, digital, or written, with respect to the subject matter hereof, and no party hereto shall be bound by, nor charged with any oral or written agreements, representations, statements, or understandings not specifically set forth in or incorporated into this Agreement. This Agreement may be amended only by a writing signed by both the State and Enrolling Participant.
- 24. Validity:** In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

25. **Governing Law:** This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions. Enrolling Participant irrevocably consents and submits to the exclusive jurisdiction of the courts of the state of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of its obligations hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing in this Section 30 shall affect the right of the State to bring any suit, action, or proceeding against Enrolling Participant or its property in the courts of any other jurisdictions.
26. **Waiver:** No consent or waiver, express or implied, by the State to or of any breach or default by Enrolling Participant of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by Enrolling Participant of the same or any other obligations of Enrolling Participant hereunder. Failure on the part of the State to declare Enrolling Participant in default, irrespective of how long such failure continues, shall not constitute a waiver by the State of its rights hereunder. The giving of consent by the State in any one instance shall not limit or waive the necessity to obtain the State's consent in any future instance.
27. **Successors and Assigns:** This Agreement, and all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the State and Enrolling Participant and their successors and assigns.

IN WITNESS WHEREOF, the State and Enrolling Participant have each caused this Agreement to be executed by its duly authorized officer as of the date and year set forth on the Schedule.

ENROLLING PARTICIPANT

**THE STATE OF RHODE ISLAND,
acting by and through its Department of
Administration, Division of Purchases**

By: _____
Signature

By: _____
Signature

Printed name and title of signatory

Printed name and title of signatory

Legal name of Enrolling Participant

SCHEDULE

[Items to be included]

- EFFECTIVE DATE OF AGREEMENT
- ATTACHMENT AND INCORPORATION OF RFP& RESPONSE
- ENROLLING PARTICIPANT GENERAL INFORMATION
- ENROLLING PARTICIPANT AUTHORIZED REPRESENTATIVES
- IMPLEMENTATION CAPABILITIES
- SCOPE OF SERVICES & TIMETABLE
- SUBCONTRACTORS
- FEES
- STATE AUTHORIZED REPRESENTATIVES
- ADDITIONAL PROVISIONS

Attachment 2

List of Previously Enrolled Assets

Site Name	Site Address	Estimated Capacity
Pastore Center Central Power Plant	15 Power Road Cranston RI, 02920	2.6 MW
Zambarano Unit of the Eleanor Slater Hospital	2090 Wallum Lake Rd, Pascoag, RI 02859	500 KW

Attachment 3

BID FORM

Please provide a signed Cost Proposal reflecting two prices: a Demand Response Pricing and a Market Support Services Pricing. Together both prices should equal an all-inclusive price for the entire scope of work.

Solicitation Title: Demand Response Services

To: The State of Rhode Island Department of Administration
Office of Energy Resources
4th Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder:

Legal name of entity

Address (street/city/state/zip)

Contact name Contact email

Contact telephone Contact fax

1. BID PRICE: Demand Response

The Bidder submits this bid proposal to perform all of the work described in the “Service Specifications: Demand Response: Program Participation” and “Service Specifications: Addition of Customer Assets” sections of this solicitation for this Bid Percentage:

_____ % of Asset Earnings
(bid percent *in figures* printed electronically, typed, or handwritten legibly in ink)

_____ (bid percent *in words* printed electronically, typed, or handwritten legibly in ink)

2. BID PRICE: Market Support Services

The Bidder submits this bid proposal to perform all other work described in the “Service Specifications” section of this solicitation not encompassed by the above Demand Response Bid Price. The Bidder can chose to offer an Option A pricing and/or an Option B pricing for this work.

OPTION A: Hourly Rate

Employee Title	Employee Hourly Rate	Estimated # of Hours

Total Estimated Hourly Rate Price:

\$ _____
(bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

(bid price *in words* printed electronically, typed, or handwritten legibly in ink)

OPTION B: Percent of Asset Earnings

% of Asset Earnings
(bid percent *in figures* printed electronically, typed, or handwritten legibly in ink)

(bid percent *in words* printed electronically, typed, or handwritten legibly in ink)

3. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of work: **TBD**
- Completion: **TBD**

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: _____

BIDDER

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder