



REQUEST FOR QUOTE (RFQ) – BID# 7483381  
NATURAL GAS SUPPLY

**SUBMISSION DEADLINE: Friday, August 09, 2013 at 11:30 AM (ET)**

**PRE-BID CONFERENCE:**  NO  
 YES **Wednesday, July 24, 2013 at 3:00 PM (ET)**

**Mandatory:**  NO  
 YES: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor’s failure to attend and register at the pre-bid conference shall result in disqualification of the vendor’s bid proposal as non-responsive to the solicitation.

**Location:** **BID CONFERENCE ROOM, DEPT. OF ADMINISTRATION, DIVISION OF PURCHASES**  
ONE CAPITOL HILL, 2<sup>ND</sup> FLOOR  
PROVIDENCE, RI 02908  
ALSO AVAILABLE VIA CONFERENCE CALL - SEE INSTRUCTIONS ON PAGE 5.

**Buyer Name:** DANIEL W. MAJCHER, ESQ.  
**Title:** ASSISTANT DIRECTOR, SPECIAL PROJECTS

**QUESTIONS** concerning this solicitation must be received by the Division of Purchases at (rfp.questions@purchasing.ri.gov) no later than (Friday, July 26, 2013, 5:00 PM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (Bid #7483381) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED:** NO

**BOND REQUIRED:** NO

**PUBLIC COPY (R.I. Gen. Law 37-2-18(j)):** This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

**DISK BASED BID:**  NO  
 YES: See attached Disk Based Bidding Information

**NOTE TO VENDORS:**  
Vendors must register on-line at the Rhode Island Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

**THIS IS NOT A BIDDER CERTIFICATION FORM**



## **Disk Based Bidding Information**

### **File Format**

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RFP.

### **Downloading the Disk Based Bid**

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

### **Opening the Disk Based Bid**

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

## **FOR THE DEPARTMENT OF TRANSPORTATION AND OTHER SPECIFIC PROJECTS:**

### **Completing the Disk Based Bid**

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

### **Submitting the Disk Based Bid**

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.

## Contents

	SUBMISSION DEADLINE: .....	i
1	GENERAL INSTRUCTIONS AND NOTIFICATIONS TO VENDORS .....	1
2	PROCUREMENT SCHEDULE .....	4
3	CONTACT INFORMATION.....	5
4	INTRODUCTION AND OVERVIEW .....	5
4.1	Objective of the Request for Proposals.....	5
4.2	Acquisition Method.....	6
4.3	Background on State/Local Accounts .....	7
4.3.1	Gas Supply Requirements.....	7
4.4	Term of Requirement .....	8
4.5	Proposed Quantity .....	9
4.6	Bidder Requirements.....	9
4.7	Technical Proposal Requirements .....	9
4.8	Rights of the Purchaser .....	9
4.9	Description of the RFP.....	9
5	INSTRUCTIONS TO BIDDERS .....	10
5.1	Submission of the Bids and Public Opening .....	10
5.2	Bid Evaluation Process.....	10
5.3	Pricing Procedures .....	10
5.4	Contract Award.....	10
5.5	Procedures and Requirements.....	11
5.5.1	General Instructions.....	11
5.5.2	Delivery of Proposals .....	11
5.5.3	Communications.....	12
5.5.4	Proposal Costs.....	12
5.5.5	Public Records.....	12
5.5.6	Confidentiality .....	12
5.5.7	Communications Process .....	12
5.5.8	Proposal Clarification.....	12
5.5.9	Contents of Proposal.....	13
6	EVALUATION PROCESS.....	15
6.1	Description of the Evaluation Process.....	15
6.2	Threshold/Evaluation Criteria .....	16
6.2.1	Liquidated Damages Provision .....	16
7	PRICING.....	17
8	SPECIFICATIONS .....	18
9	NOTES AND INSTRUCTIONS TO BIDDERS REGARDING PRICING AND USAGE DATA....	21
	EXHIBIT 1: ACCOUNTS AND USAGE .....	23
	EXHIBIT 2: PRICING EVENT SCHEDULE.....	24

EXHIBIT 3: RFP CHECKLIST .....25

**Figures**

Figure 1: Procurement Schedule..... 5

# **1 GENERAL INSTRUCTIONS AND NOTIFICATIONS TO VENDORS**

Potential Offerors are advised to review all sections of this Request for Proposal (RFP) carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

This is a RFP, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this request, other than to name those Offerors who have submitted proposals.

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All cost associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the Offeror. The State assumes no responsibilities for this cost.
4. Proposals are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All prices submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. 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 and date shall be that of the time clock in the reception area of the Division of Purchases.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor(s) who will assume responsibilities for all aspects of the work. The State reserves the right to award to multiple vendors. Joint venture and cooperative proposals will not be considered. Subcontractors are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security Number as evidenced by a Form W-9, downloadable from the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.

10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request after an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases' website on a regular basis, as additional information or changes relating to this solicitation may be released in the form of an addendum to this RFP. It is the responsibility of all potential offerors to monitor the website and be familiar with any changes issued as part of an addendum.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) - §28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmation 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 state employment. This policy applies in all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090 or [Raymond.lambert@hr.ri.gov](mailto:Raymond.lambert@hr.ri.gov) .
13. 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 (401-222-2040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirement, which should address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, please contact the MBE Administrator at (401) 574-8253 or visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov) or by email at [charles.newton@doa.ri.gov](mailto:charles.newton@doa.ri.gov).
15. Insurance Requirements: The successful respondent shall provide proof of the following insurances:
  - A. Commercial General Liability Insurance: Contractor shall obtain, at Contractor'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 contractors, 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.
  - B. Workers Compensation and Employers Liability: Contractor 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, \$500,000 disease or policy limit, \$100,000 each employee.

- C. Indemnification: The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor 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.
- D. Independent Contractors, neither eligible for nor entitled to, Workers Compensation must file with the Department of Labor and Training, Division of Workers Compensation a Notice of Designation as Independent Contractor Pursuant to RIGL 28-29-17.1 naming the State of Rhode Island Department of Administration as the hiring entity.
- E. The liability insurance coverage required for the performance of the contract shall include the State of Rhode Island the Department of Administration and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities under this contract.
- F. The insurance required in this agreement, through a policy or endorsement shall include:
  - A) Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.
  - B) A provision that Contractor's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute.
- G. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty days (30) written notice from the Contractor or its insurer(s) to the Department of Administration. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.
- H. As evidence of the insurance coverage required by this contract, the Successful Bidder shall furnish Certificate(s) of Insurance to The Department of Administration, Purchasing Division at least 48 hours prior to the commencement of work. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in rejection of the bid offer.
- I. Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Department of Administration.
- J. The Contractor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

- K. The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance for any individual requirement.
16. The vendor will not provide services prior to the issuance of a purchase order/agreement by the Division of Purchases.
17. Questions concerning this solicitation may be e-mailed to the Division of Purchases at [rfp.questions@purchasing.ri.gov](mailto:rfp.questions@purchasing.ri.gov) no later than the date and time indicated on page one of this RFP. Please reference the RFP # in the subject of all correspondence. Questions should be submitted in a Microsoft Word attachment. Answer to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 222-3766 or [lynda.moore@doit.ri.gov](mailto:lynda.moore@doit.ri.gov) . Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties regarding the RFP will be permitted unless expressly authorized by the Division of Purchases.
18. Interested Offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the office time clock in the reception area of the Division of Purchases will not be considered.

## 2 PROCUREMENT SCHEDULE

The tentative schedule for this procurement (Procurement Schedule) is presented in the following figure. Please note that the Procurement Schedule is subject to change at the sole discretion of the State.

EVENT	DATE	TIME
Solicitation Released	7/16/2013	5:00 PM Prevailing Eastern Time (ET)
Posting of Exhibit 1 – Accounts and Usage *	7/16/2013	5:00 PM ET
Written Questions May Be Submitted (Email only)	7/16/2013 – 7/26/2013	
Bidder Call-In Teleconference **	7/24/2013	3:00 PM – 4:00 PM ET
Posting of answers to Bidder Questions	To be determined	5:00 PM ET
Technical Response Due Date and Time	8/9/2013	11:30 AM ET
Posting of Exhibit 2 – Pricing Event(s) Schedule	8/9/2013	5:00 PM ET

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
Notification of Qualification	8/16/2013	5:00 PM ET
Demo Auction Held for Prospective Bidders	As needed	1:30 – 2:00 PM ET
<b>Pricing Event(s) ***</b>	<b>8/19/2013 – 8/30/2013</b>	<b>10:00 AM – 2:00 PM EDT</b>
Contract Award(s)	On date of final pricing event	3:00 PM ET
Successful Bidder Required Documents (i.e., insurance certificates, MBE plan)	9/5/2013	<b>5:00 PM ET</b>
Supply Contract Service Start Date ****	11/1/2013	

\* All notifications, releases and amendments to this RFP, including Exhibits 1 and 2, will be posted at the Procurement Website.

\*\* Interested Bidders are invited to call into the teleconference. The call-in number is 1 (877) 273-4202; conference room number 1885438. Only questions about the terms and conditions of the RFP and account data will be addressed during this call.

\*\*\* Exhibit 2 will provide dates and times for all pricing events.

\*\*\*\* FT1 accounts are enrolled with start date of 11/01/2013 and all FT2 accounts are enrolled by meter read date.

**Figure 1: Procurement Schedule**

### **3 CONTACT INFORMATION**

Questions regarding this RFP must be submitted in writing via electronic mail to [rfp.questions@purchasing.ri.gov](mailto:rfp.questions@purchasing.ri.gov)

Procurement Leader/Contact: Daniel W. Majcher, Esq.

### **4 INTRODUCTION AND OVERVIEW**

#### **4.1 Objective of the Request for Proposals**

The State of Rhode Island’s Department of Administration (DOA), Division of Purchases (the “Division” or the “State”) on behalf of Executive and Judicial Branches of Rhode Island, Cities and Towns and other State entities is soliciting bids from qualified suppliers of natural gas to provide firm supply of gas to some of the State’s accounts. The Rhode Island Public Utilities Commission has approved New England Gas Company’s tariffs to allow accounts that qualify for medium and large rate schedule to transport their own gas through the New England Gas System. The State has the attached listing of meters/accounts that qualify for firm transportation under the revised tariff. The purpose of this Request for Proposals (RFP) is to solicit, evaluate, and select, through a competitive bidding process, a source of guaranteed, firm and reliable gas supply for the firm requirement accounts for purchases commencing on November, 1 2013 or as otherwise noted in Exhibit 1 and/or Exhibit 2. The RFP outlines the State’s requirements, the instructions and terms of the RFP, and the State of Rhode Island’s General Conditions of Purchase, which can be obtained from the Division of Purchases’ internet address at: [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

## 4.2 Acquisition Method

The State is utilizing an internet-based energy procurement platform provided by World Energy Solutions, Inc. (WES) to obtain pricing for all aspects of the transportation and delivery of natural gas otherwise referred to the "Basis." The "Commodity" component of the price shall be based on the NYMEX and "locked in" by the State and the selected bidders, as appropriate, given market conditions. The details of the Basis and Commodity pricing are described below in Section 7.

The procurement for the Basis will be a two-step procurement process. Bidders (i.e., natural gas suppliers) will be required to submit an un-priced technical proposal which will be evaluated in accordance with this RFP (see Section 5). Bidders whose technical proposals are found to be acceptable will be invited to participate in the pricing event(s) and notice of the accepted bidders will be posted on the Division of Purchases' website.

Bidder's prices shall be submitted at [www.wesplatform.com](http://www.wesplatform.com) in accordance with the pricing product definitions included this RFP and the bidding instructions at: <https://www.wesplatform.com/webportal/Public/Announcement.aspx?ID=sVN%2fXkbxFmA%3d> (Procurement Website). The State may request pricing for various pricing products, swings, account groups, and contract terms.

All pricing information must be submitted by the close of each pricing event. A detailed Pricing Event Schedule (Exhibit 2) will be posted prior to the pricing event date. This schedule is subject to change at the sole discretion of the State. All bids submitted through the procurement platform on the day of the pricing event are considered binding. Bids will only be considered on the date that they are received. Once a price quote for the account is accepted and awarded, no further quotes for that account will be considered.

It is the intent of the State to award a contract(s) to a bidder(s) on the basis of "best value" to the State. The State will consider items such as supply term and price when determining the "best value." The State reserves the right to reject any and all quotes received if it is determined that it is in the best interest of the State.

The State will issue notice of award by electronic mail to the selected bidder on behalf of all agencies listed in Exhibit 1. Notice of award is official and binding, and the selected bidder will receive a faxed letter stating that the State has accepted their price no later than time and date listed in the Procurement Schedule. The official documents (i.e., the Master Price Agreement) will be issued and distributed a few days after the pricing event.

Alternate bids (bids based on terms or conditions different than those established by this Contract) are not permitted; all prices submitted through the WES procurement platform shall be in accordance with the provisions of this Contract. It shall be the express responsibility of the bidder to understand both the rules and the mechanics of the WES platform. As part of this procurement a bidder teleconference will be held, and platform training will be provided to any bidder who requests it.

## **4.3 Background on State/Local Accounts**

This RFP is for a portion of the State's firm gas requirements that qualify as transportation customers on the New England Gas System. The firm accounts have a maximum daily quantity represented in MMBtu/Day and typically serve the heating, hot water, and food service requirements of the many buildings that they represent. Each meter will be served by a separate transportation contract with New England Gas and the State. Suppliers have the option of billing on individual meter basis by agency or on an account basis by agency. The State will provide meter numbers and locations. Accounts not listed but qualifying may be added to these requirements (see Section 7 for additional information regarding adding accounts).

### **4.3.1 Gas Supply Requirements**

This RFP is being issued to solicit and procure an alternative gas supply to meet a portion of the State's total firm requirements at its many Department of Administration buildings, Courts systems, and other State accounts. The State's annual requirements for the firm accounts can be obtained through the New England Gas Company and is also included in Exhibit 1. Letters of Authorization (LOAs) will be provided to bidders who request them.

Gas requirements at the listed locations are temperature sensitive. New England Gas offers three services to these accounts: firm sales service, FT-1, and FT-2. Under FT-1 and FT-2 rates, New England Gas provides local transportation to gas suppliers who deliver gas to the City Gate. Under the terms of the New England Gas firm sales rate schedule, the State does not need to make daily nomination of its requirements and is not subject to any daily imbalance penalties or overrun penalties. However, under the New England Gas FT-1 transportation tariff, shippers are required to make daily nominations and are subject to daily imbalance penalties, monthly cashout provisions, are overrun charges. A supplemental balancing service is available to FT-1 customers who need more balancing tolerance levels than the standard 10% daily level built into the FT-1 tariff. With the supplemental balancing service, FT-1 customers may experience daily imbalance penalties. National Grid RI FT-2 service does not require daily metering and imbalance service be built into the transportation rate schedule.

The State is presently equipped for FT-1 or FT-2 service, with the exception of two accounts at the University of Rhode Island. These two accounts are "grandfathered" and must remain FT-1.

For existing FT1 accounts, telemetry is currently in place and the required phone lines and associated costs are borne by the customer. The winning supplier will not be responsible for these costs. If a supplier experiences any issues with the equipment and/or phone line, it is incumbent upon them to bring it to the attention of the State and/or participating entity. The two bullets referring to these costs in RFP Section 3.3.1 will be deleted. In addition, no switching of accounts from FT2 to FT1 is proposed in the RFP and as such, no new telemetry or phone line costs will be incurred.

For all accounts designated as FT-1 transportation, be aware that your transportation price per Dekatherm needs to include the following:

- All balancing service charges imposed by New England Gas.

- Any and all imbalance penalties and cashouts imposed by New England Gas.
- Any service or maintenance charges for existing telemetering equipment and/or new account telemetering equipment imposed by New England Gas (charges will be deducted from transporter's monthly bill).
- Any polling or long distance charges incurred by telemetering imposed by NYNEX or other long distance providers (charges will be deducted from transporter's monthly bill).
- Present capacity release charges and/or any increases in capacity release assignments or charges by New England Gas during the contract period.

For all accounts designated as FT-2 transportation (except the two grandfathered accounts), be aware that your transportation price per MMBtu needs to include the following:

- Present capacity release charges and/or any increases in capacity release assignments or charges by New England Gas during the contract.
- Present storage charges and/or increases in storage assignment or charges by New England Gas during the contract period.
- Present peaking capacity charge (Liquid Natural Gas) and/or any increase in peaking capacity release assignment or charges by New England Gas during the contract period.

The State has designated which transportation service will be chosen for the firm loads in Exhibit 1.

The successful bidder will be required to provide administrative services, acting as an agent for the State, and provide services such as monitoring and managing the daily deliveries of gas for the system. This will include making all the necessary nominations on the respective interstate pipelines and on the New England Gas System, and daily monitoring of accounts, balancing, imbalance trading, and invoice consolidation. The bidder will be required to provide and/or pay for any fuel shrinkage, imbalance penalties, overrun charges, cashout charges, and other charges related to the delivery of gas to the State's accounts. The State is subject to the State's Gross Revenue Tax (GRT). The State expects to sign an agency agreement with the bidder to authorize the bidder to make nominations on behalf of the State. The bidder will be required to absorb any imbalance fees or penalties associated with their failure to deliver or manage the daily flow of gas. Sample agreements must be included with bid response. The State of Rhode Island may prefer invoice consolidation to be provided by the transporter. Invoice consolidation would include the cost of transportation provided by our local distribution company (LDC) and any other incidental costs associated with transporting which would normally be included in billing by the LDC. A bidder must be able to provide invoice by meter or account number. A bidder must provide a sample invoice with bid response showing billing format.

#### **4.4 Term of Requirement**

The State is seeking price proposals for gas supply for number of terms including 12, 24, and 36 months. A detailed Pricing Event Schedule will be posted on the date indicated in the Procurement Schedule. It will include the exact term and account groupings. Any awarded contract will include two (2) renewals each up to twelve (12) months in length.

## 4.5 Proposed Quantity

The quantity required for this solicitation is the full requirements of the accounts specified in this RFP under Exhibit 1 plus any added accounts with the exception of the accounts associated with the co-generation facility which will utilize a swing product. These exceptions are clearly denoted in Exhibit 1.

## 4.6 Bidder Requirements

To be considered a qualified bidder for this RFP, all gas marketers must register, either on or before the bid due date, with the Rhode Island Public Utilities Commission and in addition, proposals must comply with the State of Rhode Island Public Utilities Commission's "Regulations for Gas Marketers," pursuant to provisions of R.I.G.L. 1956 (1988 re-enactment) subsection 42-35-2(a)(2) and -3, and R.I.G.L. 1956 (1984 re-enactment) subsection 39-1-11. A copy of the Rhode Island Public Utilities Commission's Regulations for Gas Marketers can be obtained from the Rhode Island Public Utilities Commission's internet address at <http://www.ripuc.org>.

## 4.7 Technical Proposal Requirements

All technical proposals must be prepared in accordance with the requirements and procedures of this RFP and the Threshold Criteria and Required Information as outlined in this RFP. Bidders must meet or exceed all threshold criteria to be considered as a qualified bidder. Bidders are required to respond to all questions and to provide the specific information requested, if applicable. To facilitate the evaluation and selection process, all bidders are required to align their proposals to the format as specified.

## 4.8 Rights of the Purchaser

The State reserves the right to reject all bids and to terminate the RFP at its sole discretion. The issuance of the RFP in no way obligates the State to negotiate a contract with any bidder. The State reserves the right to negotiate provisions of the contract, which can provide benefits to the State. The State shall be under no obligation to accept the lowest cost or highest scoring proposal or to return any proposal or materials submitted in response to this RFP.

## 4.9 Description of the RFP

In addition to the Introduction and Overview, the RFP contains two other sections and several Exhibits. Detailed consumption is available at the auction website. A bidder is required to register with the State of Rhode Island at the purchasing website and to complete and submit the four (4) page cover sheet. The bidder needs to go the RIVIP registration page at <https://www.purchasing.ri.gov/RIVIP/VendorRegistration.asp>. Once a bidder registered, sign in with their vendor number and password in the upper left corner, then access the bid or RFP (No. 7483381 ). This four (4) page cover sheet is also call the RIVIP Bidder Certification Cover Form. A bidder must register on-line to be able to generate the Cover Form. **Failure to submit the four (4) page RIVIP cover sheet may be cause for rejection of your bid.**

## **5 INSTRUCTIONS TO BIDDERS**

### **5.1 Submission of the Bids and Public Opening**

The Division of Purchases must receive all technical proposals by the bid opening date and time. The submission of a technical proposal after the bid opening date and time will result in disqualification of the proposal. The bidder is required to register with the State at the purchasing website and to complete and submit the four (4) page bid cover sheet.

### **5.2 Bid Evaluation Process**

The State will undertake an evaluation of all the technical proposals received relative to the threshold and evaluation requirements.

### **5.3 Pricing Procedures**

The State is utilizing an internet-based energy procurement platform provided by WES to obtain pricing for this procurement. The procurement will be a two-step procurement process. Bidders (i.e., natural gas suppliers) will be required to submit an un-priced technical proposal which will be evaluated in accordance with this RFP (see Section 5). Bidders whose technical proposals are found unacceptable will be so notified and allowed to participate in the pricing event(s). The State may choose to run just a reverse auction or a sealed bid process. Specific information regarding the pricing event(s) and schedule will be contained in the Pricing Event Schedule which will be provided in advance to all qualified bidders.

Regardless of the type of pricing event chosen, bidders must submit their prices at [www.wesplatform.com](http://www.wesplatform.com) in accordance with the pricing product definitions included this RFP and the bidding instructions at the Procurement Website.

Even though the pricing products described in Section 7 are for basis, if NYMEX Henry Hub gas prices move up or down from the NYMEX Henry Hub settled price on the day of the auction, as published in Platt's Gas Daily against the 12 month natural gas strip as quoted at [www.nymex.com](http://www.nymex.com), more than 4.0% at any time between the auction start time and auction end time, local prevailing time in Providence, RI; the State will not require bidders to hold their bid prices if award notification has not already been provided; though they may do so at their own risk. A bidder must notify WES via e-mail at [byeager@worldenergy.com](mailto:byeager@worldenergy.com) if they wish to delete a bid due to a market movement of over 4.0%; verbal communication will not be accepted. WES must verify such movement in order for the bid to be cancelled.

### **5.4 Contract Award**

The RFP is issued for the State of Rhode Island by the Rhode Island Purchasing Agent, Division of Purchases that is under the jurisdiction of the Department of Administration for the State of Rhode Island. Neither the submission of a technical proposal nor approval to bid in the pricing event(s) by the State shall constitute a binding contract. All non-executive entities participating in this procurement have signed a binding Participation Agreement committing themselves to any contract award by DOA. A Master Price Agreement will be issued for these requirements after a notice of award is sent by email to the winning bidder. The State will issue a notice of award by electronic mail to the selected bidder(s) on behalf of all agencies listed in Exhibit 1 no later than the date and time indicated in the Procurement Schedule. Notice of award is official

and binding. The official award document (i.e., the Master Price Agreement) will be issued and distributed a few days after the auction. Other eligible entities participating in this procurement will issue a release (e.g., purchase order) to the winning bidder based on the State's contract. A MPA is one form of a State Purchasing Contract issued by the Division of Purchases. MPAs cover requirements for broad categories of items for a period of time on a State-wide basis - State and Quasi-Public Agencies order their requirements for these items individually, as the need arises. State law permits municipalities and school districts to "piggy-back" the state's pricing contracts, at the vendor's discretion. Please go to <http://www.purchasing.ri.gov/RIVIP/HowTo.asp> for additional information.

Bidders can review active MPAs at <http://www.purchasing.ri.gov/RIVIP/MPASearch.asp>. The MPA for this procurement will only be issued after the auction.

The official contract consists of the Master Price Agreement awarded to the winning supplier(s), the requirements and specifications contained in this Request for Proposal No. 7483381, which can be found at <http://www.purchasing.ri.gov/RIVIP/BidSearch.asp>, and the State's General Conditions of Purchase, which can be found at <http://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

## **5.5 Procedures and Requirements**

### **5.5.1 General Instructions**

Bidders are required to follow all the instructions outlined in the RFP and provide all of the information required as part of Section 3, Evaluation Process. It is important that complete documentation is provided, that all exhibits and attachments are clearly marked and identified and that the proposal is well organized. The bidder must download and submit the four (4) page bid cover sheet with their technical proposal.

### **5.5.2 Delivery of Proposals**

An original plus five (5) copies of the Technical Proposal with two (2) electronic copies must be received prior to the submission deadline or hand-delivered in a sealed package marked "RFP # 7483381: Natural Gas" to:

RI Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill  
Providence, RI 02908-5855  
Attn: Dan Majcher

NOTE: Proposals received after the above-reference due date and time will not be considered. Proposals misdirected to other State locations or those not presented to Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or e-mailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

Please refer to Section 5.5.9 Contents of Proposal for information regarding the contents of the proposal. Please note that the response must include the following, amongst other requirements:

1. A completed and signed four-page RIVIP generated bidder certification cover sheet downloaded from the Rhode Island Division of Purchases' Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed Form W-9 downloaded from the Rhode Island Division of Purchases' Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **5.5.3 Communications**

Bidders are advised that once the RFP has been issued, there shall be no contact with any governmental employees, except for the Official Contact, regarding issues pertaining to this RFP. Instructions for participating in this bidding process, and information regarding this project, will be provided only through this RFP and written addenda. Please note the time and date of the Bidder Call-in Teleconference provided in Section 1.

### **5.5.4 Proposal Costs**

All costs associated with developing or submitting a proposal in response to this RFP, or providing oral or written clarifications of its contents shall be borne by the bidder. The State assumes no responsibility for these costs.

### **5.5.5 Public Records**

Bidders are advised that all materials submitted to the State for consideration, in response to this RFP, will be considered 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 is made.

### **5.5.6 Confidentiality**

Bidders are advised that all information provided in the Technical Response will be held as confidential to the extent permitted by State law. Please refer to the State's General Conditions of Purchase for additional information. Financial or other highly confidential information should be clearly marked with a disclaimer and placed in a separately sealed envelope.

### **5.5.7 Communications Process**

All inquiries regarding this solicitation should be directed through the Official Contact in Section 2. All questions from bidders must be submitted in writing via electronic mail to the Official Contact. No interpretations, revisions, or other communications regarding this RFP are valid unless received in writing and signed by an authorized representative of the State.

### **5.5.8 Proposal Clarification**

The State at their sole discretion, may request additional information to verify the information contained in the proposal, or seek clarification of any item in the proposal.

## 5.5.9 Contents of Proposal

The following are mandatory submittals for this RFP. Failure to provide the requested information may be cause for the bid to be deemed non-responsive and may result in disqualification. The RFP Checklist (Exhibit 3) must be included at the beginning of the Technical Response.

### 1. RFP Checklist

### 2. Bid Cover Sheet

A completed and signed four-page RIVIP generated bidder certification cover sheet downloaded from the Rhode Island Division of Purchases' Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) (See Section 4.9).

### 3. Designated Account Manager/Project Team

Bidders must include the name, address, phone number, fax number and E-mail address of the designated account manager. A valid email address is a mandatory submission requirement for this RFP. Because the State conducts business via Internet technology, bidders must have the ability to communicate, send files, download files, etc. from the Internet.

Account Manager Name:

Account Manager Address:

Account Manager Phone Number:

Account Manager Fax Number:

Account Manager E-mail Address:

### 4. Technical Requirements

a. Licensing and Certification: Bidders must show that it holds all necessary licenses including:

- i. Registration with the PUC to provide natural gas supply service.
- ii. Agreements in place to allow for transportation to State accounts.

b. Experience: Bidders must demonstrate that it possesses experience providing natural gas to retail customers in deregulated markets and is not merely acting as a broker. To document this experience, the bidder must provide:

- i. A narrative describing experience in deregulated natural gas markets, including the State.
- ii. Years in business. Provide the number of years the firm has been providing natural gas in the State.
- iii. Volumes under Contract. Provide the value and magnitude of energy supply contracts transacted during the past two years in the State.
- iv. Large-scale service. Provide two examples of large-scale natural gas procurements that your firm has served in the past three years.

- c. Financials: Bidders must provide the following financial information in a separately sealed envelope (failure to provide financial information may result in disqualification):
  - i. Financial Statement. Provide the firm's most recent audited financial statement and annual report or a link to the reports.
  - ii. Credit Rating. If available, provide the firm's most recent Standard & Poor's and/or Moody's credit rating information available to include any applicable support documentation.
- d. Statement of Work: This section shall contain a concise statement of the bidder's ability to perform all the tasks necessary to meet the requirements of this solicitation.

## 5. References

Bidder must also submit the contact person, company name, account size, and phone number of at least three (3) references, preferably from the public sector, one of which should be similar in scope to the State, for which your company has provided competitive natural gas supply. The State reserves the right to verify a bidder's experience and references.

## 6. Sample Bill

Bidder must provide a sample invoice showing billing format and indicate whether they will bill on a meter basis or an account basis. GRT should appear as a separate line item on the bill.

## 7. Other Required Forms and Information

The other required form for this solicitation is as follows:

- Form W-9, downloadable from the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
- The bidder's proposed contract language addressing supply warranties, and protection for buyer against imbalance penalties, overrun penalties, cashout penalties, and similar type of liabilities.
- The bidder's exceptions to contractual language. Please be aware that the State may reject any and all exceptions.
- The bidder's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. Questions concerning this requirement should be addressed to Charles Newton, MBE Officer, at (401) 222-6253.

- The bidder shall submit a list of contract(s) that have been terminated for cause along with the entity name(s) that obtained the contract and the reasons why the contract was terminated (if applicable). The State reserves the right to seek additional information regarding a company's capabilities from any source it feels is competent to provide such information.

## **6 EVALUATION PROCESS**

### **6.1 Description of the Evaluation Process**

The objective of the RFP process is to select a qualified natural gas supplier(s) that provides reliable natural gas service for the State's and Cities and Towns firm requirements. It is the intent of the State to award a contract(s) to the qualified bidder(s) on the basis of "best value" to the State.

- The State will commission a review team to evaluate and score all proposals that are complete and minimally responsive using the criteria described herein. The evaluation of any item may incorporate input from sources other than the vendor's response and supplementary materials submitted by the bidder. Those other sources could include assessments made by evaluators based on findings recorded from reference checks (including but not limited to those supplied by the bidder), prior experience with or knowledge of bidder's work, responses to follow-up questions posed by the State and/or oral presentations by the bidders if requested by the review team. The State may elect to use any or all of these evaluation tools.
- The review team may call in any, all or some of the bidders in for an oral presentation at any point during the process at its own discretion.
- The State reserves the right to inspect and review any facility or operation as part of the evaluation.
- The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. When a final decision has been made, a notice will be posted on the Rhode Island Division of Purchases web site.
- In order for participation in the pricing event(s), all technical proposals must meet a minimum technical evaluation score of 80 total points out of 100. Any technical proposals scoring less than 80 points will be dropped from further consideration.
- Notwithstanding anything above, the State, and its agents reserve the right to either accept or reject any, or all, bids, proposals, award on cost alone, cancel the solicitation and to waive any technicality in order to act in the best interest of the State and to conduct additional negotiations as necessary.
- Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not considered further. The State, at its sole option, may elect to require presentation(s) by offerors in consideration for the award.

An award will not be made to a contractor who is neither qualified nor equipped to undertake and complete required work within a specified time.

## **6.2 Threshold/Evaluation Criteria**

Each bidder's technical proposal must contain certain information and meet certain minimum requirements (Threshold Criteria) as specified below for the bidder to be considered a qualified bidder. The satisfaction of these Threshold Criteria is necessary to ensure that the selected bidder meets the State's gas supply requirements. Supporting documentation is required where applicable as part of the proposal for each of the Threshold Criteria.

Selection of qualified licensed bidders to provide supply of natural gas commodity will be based on the following Threshold Criteria:

- Licensing and Certification – Pass/Fail
- Experience and Capacity – 40 Points
- Statement of Work Plan – 10 Points
- References – 30 Points
- Financial Condition – 20 Points

Bidders shall achieve a minimum of 80 points out of a 100 in order to qualify to participate in the pricing event. Any bidders receiving less than 80 points will not be considered further.

Those bidders that have been qualified will be invited to participate in the pricing event(s). Please refer to Section 4.3 for additional information. Bidders are not required to offer pricing for every account group offered; however pricing submitted for an account group must apply to all accounts contained in that group. Bidders must hold the prices submitted in the pricing event firm until the time and date specified in the Pricing Event Schedule.

The order of these factors does not generally denote relative importance. The State reserves the right to consider other relevant factors as it deems appropriate. The State may or may not seek additional information from bidders prior to making selection.

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

### **6.2.1 Liquidated Damages Provision**

In order to ensure that the State's firm gas supplier requirements are met for the duration of the contract term, bidders entering into a contract with the State as a result of this solicitation process will be required to warrant that they have or will acquire sufficient natural gas and transportation contracts to perform their firm obligations under this contract. Furthermore, the supplier must agree to pay all fees or penalties associated with their failure to deliver the proper quantities of gas on a daily basis. It should be assumed that any failure to deliver firm supplies would result in substantial penalties and very high replacement costs. The State will require a liquidated damages provision in the contract, which will require such bidders to pay for replacement gas costs and other damages including, without limitation, additional

transportation charges in the event of a failure to deliver. This provision does not apply to the State's interruptible requirements. Technical proposals must include a copy of the bidder's proposed contract language addressing supply warranties, and protection for buyer against imbalance penalties, overrun penalties, cashout penalties and similar type of liabilities.

In the case of any Termination or Cancellation, the State or Participating Entity shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the State or Participating Entity, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. For instance, the damages a Contractor would incur due to loss in market value of locked-in future quantities would generally be considered a "reasonable cost." However, the Contractor is not entitled to receive and the State or Participating Entity is not obligated to tender to the Contractor any payments for anticipated or lost profits or indirect damages.

## **7 PRICING**

The selected bidder will purchase, deliver, and bill for natural gas for various State agencies and accounts listed in Exhibit 1. A pricing event(s) will be held to solicit prices for the "Basis" as defined below for the accounts listed in Exhibit 1. All such volumes will be subject to the agreed to prices. All gas requirements will be as measured at the customer meter, i.e. "burner tip volumes".

The "Basis" component of the price is fixed and held for the length of the contract to be determined (12, 24 or 36 months), and shall include all applicable taxes, with the exception of GRT, the underlying interstate transportation contracts, shrinkage/line loss (both interstate and citygate), risk premium adjustment, and all additional charges for the transportation and delivery of natural gas outside of the commodity price. If the interstate and/or citygate line loss factors increase or decrease after the start of the contract, the supplier may charge/credit the State with the increase/decrease in the line loss factor provided that the Supplier provides documentation in a timely manner that fully supports the change in line loss factor. No fuel adjustment costs will be assessed retroactively.

The "Commodity" component of the price shall be based on the NYMEX and "locked in" by the State and the selected bidder as appropriate given market conditions. The State has the right to lock in the Commodity component on a month-to-month basis, or for other intervals of time for a portion of or the entire load awarded to the bidder. Hedging will be conducted in aggregate for all accounts included in the group awarded to the selected bidder. The Commodity component shall be the price for the NYMEX futures contract for the delivery month(s). The GRT will be a separate line item on the bill. No bids will be requested for the Commodity component. The selected bidder will coordinate NYMEX locks with the designated State representatives from DOA."

The summation of the Commodity and Basis components shall constitute the Total Price. The Total Price shall be applied to the "burner tip volumes" for purposes of invoicing. Except as may be explicitly noted in these terms and conditions, no other charges or fees will be allowed. The State shall not be liable for any bidder expenses, fees, and penalties that may be associated with nominations, balancing, and cash outs.

## **Pricing Default Sequence**

1. The fixed price by LDC, as confirmed by OPM, for all volumes.
2. In the event the Commodity portion of the price for any month has not been locked prior to 1:00 pm on the last trading day of the NYMEX prompt month, the default NYMEX price shall be the Commodity settlement price.

## **8 SPECIFICATIONS**

### **DELIVERY POINT**

The "Delivery Point" shall be that point on the distribution system at which the LDC takes possession and ownership of the natural gas supply (citygate) for final delivery to the facility meter (burnertip). This same Delivery Point shall be where the facility takes title to the natural gas though the selected bidder(s) are required to manage the natural gas to the burnertip.

### **RISK OF LOSS**

Risk of loss of natural gas supplied under this contract shall remain with the selected bidder(s) until, and shall pass to the facility only upon, delivery of said natural gas to the Delivery Point for each facility account.

### **PROCUREMENT FEE**

The selected bidder hereby agrees to the assessment of a procurement fee on all accounts included in this contract that will be reflected in the selected bidder's price. The fee for any twelve (12) month contract awards is \$0.08 per Dth for all usage billed and for any contracts twelve (12) months or greater the fee is \$0.07 per Dth for all usage billed. This fee shall be paid directly to World Energy Solutions, Inc. by the selected bidder(s) in accordance with the "World Energy Payment Instructions" found on the Procurement Website.

### **NOMINATING AND BALANCING RESPONSIBILITIES**

It is the selected bidder's responsibility to conduct all required nominations on behalf of the facilities specified in Exhibit 1. The selected bidder shall be fully familiar with the imbalance, shrinkage/line loss, and policies of the LDC. Any costs and/or penalties associated with these items will be borne by the selected bidder.

### **MATERIAL CHANGE**

The State will notify the selected bidder as soon as practical after the State has become aware of any changes in its operations that would result in the State's actual consumption of gas increasing to more than 125% or decreasing to less than 75% of its monthly historic consumption for reasons other than weather ("Material Change"), so that they may adjust scheduled volumes accordingly. The State will be responsible for any charges or penalties imposed upon it or the selected bidder by the State's LDC or other pipelines or gas facilities for any Material Change in the consumption pattern without prior notification to the selected bidder.

## LOAD REDUCTION

The State will not be penalized in any way for pursuing energy conservation projects or participating in programs that reduce load requirements unless the State awards a pricing product with 10% swing, in which case this clause will be moot.

## FORCE MAJEURE

Except for the State's obligation to pay the winning supplier for natural gas delivered, if either party is rendered unable, wholly or in part, to perform its obligations under this Agreement due to Force Majeure, to the extent affected by the Force Majeure the obligations of each party will be suspended for the duration of such Force Majeure. A party claiming Force Majeure shall promptly notify the other party by telephone and confirm within a reasonable period of time by a written notice describing in reasonable detail the nature, and estimated duration, of such Force Majeure. The Force Majeure will, so far as possible, be remedied with all reasonable dispatch. If the duration of the Force Majeure event exceeds twenty (20) days, the party not claiming Force Majeure may terminate the affected portions of this Agreement with ten (10) days written notice to the other party.

## ENROLLMENT

The selected bidder will be responsible for switching accounts from the applicable LDC (or third-party contractor) to the selected bidder and fulfilling any obligations with the LDC to that end. If the selected bidder fails to switch accounts within the terms specified in this contract, penalties may be assessed based on the difference between the applicable LDC Basic Service Rate and the rate that would have been charged by the selected bidder (i.e. Basis plus Commodity) for the period of time the account remained on LDC service. Additionally, the selected bidder will be required to provide an enrollment report detailing the status of each account to be enrolled. The enrollment report is due by the time and date specified in the Procurement Schedule.

## PAYMENT AND BILLING

The selected bidder will bill each meter or account monthly by agency or by participating entity. Payment terms are governed by the State Of Rhode Island General Conditions of Purchase, which can be found at <http://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

The selected bidder shall provide DOA with a Monthly Usage and Cost Summary. The report will include a summary of usage and cost for each account awarded to the bidder.

## DEFAULT AND CANCELLATION

Default and cancellation language is contained in the State Of Rhode Island General Conditions of Purchase, which can be found at <http://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

## ADDING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to purchase natural gas under this contract will not be included in Exhibit 1. The State shall provide an

estimate of the facility's natural gas requirements and the selected bidder will be required to provide a price for the new account under the same Terms and Conditions as this Contract. The State will provide this information at least thirty (30) days prior to the desired flow date. The selected bidder will have fifteen (15) days to provide a price for the new accounts. The State will have the ability to decline the price if it is not in the State's best interest. Adding facilities shall be accomplished through a bilateral modification of the contract.

In LDCs where the policy is to change account numbers upon enrollment with a third-party supplier, the facility will not be considered an addition even if a new account number is assigned. If the LDC deems appropriate to change an account number for a facility during the term of this Contract, this will also not be considered an addition.

## PRICING PRODUCTS

The State will consider several pricing products for the auction including, but not limited to the following:

**Basis+NX1 100% Swing:** Bids for account groups with this pricing product should consist of a single Basis price per Decatherm (Dth) for all natural gas supply for all accounts within the group. Pricing and billing will be at the city gate. The natural gas provided shall be equivalent to the relevant LDC's basic service product. The selected bidder must provide the monthly City Gate quantities to achieve the burner-tip volumes for all accounts within the group, regardless of any variances between historical consumption and actual consumption.

**Basis+NX1 10% Swing:** Bids for account groups with this pricing product should consist of a single Basis price per Dth for all natural gas supply for all accounts within the group. The natural gas provided shall be equivalent to the relevant LDC's basic service product. The selected bidder must prepare to provide the monthly City Gate quantities to achieve the burner-tip volumes contained in Exhibit 1, within a +/- monthly swing of 10%, at the price quoted in their response to this RFP. Any incremental monthly supply consumed in excess of the allowable high swing may be billed at a price determined as the average of that month's daily indexed price to the nearest pipeline as published in "Platts Gas Daily" plus \$0.15. Any incremental monthly supply consumption short of the low swing may be sold to the facilities list in Exhibit 1 at the contract price resulting from this RFP and repurchased by the selected bidder at a price determined as the average of that month's daily indexed price to the nearest pipeline as published in "Platts Gas Daily" minus \$0.15.

The contract performance for the Basis Price 10% Swing product will be measured in aggregate. If in aggregate the total customer usage is outside of the allowable bandwidth, then a differential calculation will be applied on an account by account basis, with the additional costs/credits allocated to the account(s) outside of the allowable 10% swing.

The selected bidder(s) shall assume all risk and financial loss/gain in regard to variances within the "high swing/low swing" window regardless of cause.

## REGULATORY CHANGE

If any regulatory change(s) is imposed after this Contract has been initiated, the selected bidder may pass through to the State any charges or discounts that are a result of the regulatory

change(s) so long as such charges/discounts are directly related to supplying natural gas under this Contract. The selected bidder is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying natural gas to the State. This notice must be provided to the State sixty (60) days prior to the implementation of the regulatory change.

Regulatory Change may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant LDC.

## REPORTING REQUIREMENTS

The selected bidder is required to provide the following reports:

- **Monthly Electronic Summary Report:** The selected bidder shall provide the State and WES with a monthly, digital natural gas consumption summary containing the following information by account number: service start date, service end date, total consumption, and total charges. The monthly digital summary must adhere to the "World Energy Payment Instructions" documents posted at the Procurement Website. The summary will be in Microsoft Excel spreadsheet template and accompany or precede payment of monthly fees.
- **Enrollment Report:** The selected bidder shall provide the State and WES with an enrollment report detailing the status of each account to be enrolled. The enrollment report is due by the time and date specified in the Procurement Schedule.
- **Monthly Usage and Cost Summary:** The selected bidder shall provide DOA with a report providing a summary of usage and cost for each awarded account.

The State reserves the right to request that the selected bidder provide WES with a copy of the selected bidder's electronic data transaction with the LDC in lieu of the Monthly Electronic Summary Report provided that this does not represent an additional burden to the selected bidder.

## **9 NOTES AND INSTRUCTIONS TO BIDDERS REGARDING PRICING AND USAGE DATA**

The quantities to be made available to bidders in Exhibit 1 are based on historical usage obtained through the LDCs at the time this RFP was issued. The data provided is intended as an estimate of the magnitude and nature of the usage during a specified time period. Such estimates are being furnished for informational purposes. The State does not warrant the accuracy of the usage information provided and the selected bidder will be entitled to no additional compensation and no equitable adjustment of price if actual load requirements vary, except as provided in the Material Change definition. Since it is impossible to determine the precise quantities that will be needed during the contract term, each selected bidder shall be obligated to furnish the State's natural gas requirements in full during the term of this contract.

Please note that the volumes are what the accounts consume at the burner tip. Pricing and billing will be at the city gate. Our worksheet provided historical usage at the burner-tip volumes in CCF (from NGRI). World Energy then grossed up the data for utility fuel and Btu conversion to provide Dth at the city-gate.



## **EXHIBIT 1: ACCOUNTS AND USAGE**

The accounts and usage will be released as a separate file.

## **EXHIBIT 2: PRICING EVENT SCHEDULE**

The Pricing Event Schedule will be released as a separate file.

### EXHIBIT 3: RFP CHECKLIST

**Bidder Name:** \_\_\_\_\_

**Name of person completing RFP:** \_\_\_\_\_

**Telephone Number of person completing RFP:** \_\_\_\_\_

**E-mail address of person completing RFP:** \_\_\_\_\_

#### **Checklist:**

- Part 1: Use RFQ Checklist
- Part 2: Four (4) page Bid Cover Sheet (See Section 4.9)
- Part 3: Designated Account Manager
- Part 4: Technical Requirements
  - Licensing and Certification: Licenses, PUC Registration, Agreements, etc.
  - Experience: Narrative, Years in Business, Volumes Under Contract, and Large-scale Service
  - Financials: Financial Statements, and Credit Rating, if available (Provided in a separate sealed enveloped)
  - Statement of Approach: A concise statement of the bidder's ability to perform the tasks necessary to meet the requirements of this solicitation.
- Part 5: References (At least 3 Must be Provided)
- Part 6: Sample Bill
- Part 7: Other Required Forms and Information
  - State of Rhode Island W-9 form
  - Proposed contract language on supply warranties and protection for buyer against imbalance penalties, overrun penalties, cashout penalties and similar type of liabilities
  - Any exceptions to proposed language