



Solicitation Information

May 4, 2020

RFP: 7603802

TITLE: Retail Electricity Supply

Submission Deadline: Technical Proposals: Thursday, May 28, 2020, 2:00 pm EST

**PRE-BID/ PROPOSAL CONFERENCE: NO
MANDATORY:**

If 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/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE: n/a

LOCATION: n/a

Questions concerning this solicitation must be received by the Division of Purchases at Thomas.Bovis@purchasing.ri.gov no later than **Thursday, May 14, 2020 at 4:00 pm (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE BOND REQUIRED: No

Tom Bovis, Interdepartmental Project Manager

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Office of Energy Resources (OER), is soliciting proposals from qualified firms to provide the State and participating public sector entities with competitive market-based pricing that will inform energy supply procurement decisions in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.ridop.ri.gov.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

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 RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts 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.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records

as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to monitor 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.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. **Contract Terms:** The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State’s General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>.

In accordance with Section 220-RICR-30-00-13.3(C)(3) of the General Conditions, the Vendor may submit in their bid or proposal, “[q]ualified or conditional offers which impose limitations of the Vendor’s liability or modify the requirements of the solicitation, offers for alternate specifications, or offers which are made subject to different terms and conditions, including form contracts, other than those specified by the State.” However, qualified or conditional offers “may be, at the sole discretion of the State Purchasing Agent:

- a. Rejected as being non-responsive; or,
- b. Set aside in favor of the requirements set forth in the solicitation (with the consent of the Vendor); or,

c. Accepted, if the State Purchasing Agent determines in writing that such acceptance is in the best interest of the State.”

By submitting a conditional or qualified offer, the Vendor bears the risk of their bid or proposal being considered non-responsive. In the event the State receives a conditional or qualified offer, the State reserves the right to adjust evaluation points in an RFP procurement, conduct a “Best and Final Offer (BAFO) process offering the same terms to all vendors, and/or reject a qualified/conditional proposal as being non-responsive at any time during the review process. The Vendor should not assume that any further negotiation will occur upon selection.

SECTION 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
Release RFP	Monday, May 4, 2020	n/a
Posting of <u>Exhibit 1</u> : [Entities, Accounts and Estimated Volumes] *	TBD	TBD
Deadline for Submittal of Written Questions (Email only)	Thursday, May 14, 2020	4:00 PM ET
Technical Proposals Due Date and Time	Thursday, May 28, 2020	2:00 PM ET
Notification of Pre-Qualification	Tuesday, June 2, 2020	4:00 PM ET
Posting of <u>Exhibit 2</u> : [Pricing Requirements and Event Schedule] **	Thursday, June 4, 2020	4:00 PM ET
Pricing Event	Wednesday, June 10, 2020	to be provided
Contract Award(s)	On date of final pricing event	4:00 PM ET
Supply Contract Service Start Month ***	October 2020/December 2020	n/a

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

* Exhibit 1 will be posted as PH1 and Exhibit 2 will be posted as PH2 of this solicitation.

** Exhibit 2 will provide dates, times and instructions for all pricing events, as well as final pricing requirements.

*** Contract Service Start Month varies (there is a lag for URI accounts, at least); this information to be provided in Exhibit 2

SECTION 3. SCOPE OF WORK AND REQUIREMENTS

INTRODUCTION AND OVERVIEW

3.1 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, University of Rhode Island, RI Public Transportation Authority (RIPTA), RI Turnpike and Bridge Authority (RITBA), and the Rhode Island Resource Recovery Corporation, a quasi-agency, is soliciting bids from qualified suppliers of electricity to provide firm supply of electricity to select accounts.

This 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. Additionally, all terms and conditions contained in the attached contract template shall apply.

3.2 Acquisition Method

The State is utilizing an internet-based energy procurement platform provided by NORESKO to obtain pricing. The pricing product details are described in Section 4.0 and Exhibit 2.

The procurement will be a two-step procurement process. Potential vendors (i.e., licensed retail electricity suppliers) are required to submit an un-priced technical proposal which is evaluated in accordance with this RFP (see Section 3 - Specifications for additional information). Vendors whose technical proposals are found to be acceptable will be approved to participate in the pricing event(s). Notice of the approved vendors will be posted on the Division of Purchases' website.

Vendor's prices shall be submitted at www.procurex.com in accordance with the pricing product definitions included in this RFP, Exhibit 2 and the "Bidding Instructions" document found at (www.procurex.com). The State may request pricing for various pricing products, swings, account groups, and contract terms.

All bids 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 through 2:30 PM on the day of the pricing event. Bids will only be considered on the date that they are received. Once a bid for an account or group of accounts is accepted and awarded, no further bids for that account will be considered.

It is the intent of the State to award a contract(s) to a vendor(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 bids received if it is determined that it is in the best interest of the State.

The State will issue notice to the successful vendor (the "Contractor") on behalf of all participants listed in Exhibit 1. The notice will be an official and binding acceptance of the vendor's offer. The vendor will receive notice stating that the State has accepted the vendor's offer no later than 2:30 PM on the day of 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 procurement platform shall be in accordance with the provisions of this Contract. It shall be the express responsibility of the approved vendors to understand both the rules and the mechanics of the procurement platform. As part of this procurement, platform training will be provided to any approved vendor who requests it.

3.3 Background on State/Local Accounts

This RFP is for select State entity electricity accounts, including the Judicial Branch, University of Rhode Island, RIPTA, RITBA and Resource Recovery, which may benefit from third party retail electricity supply. The State will provide meter numbers and locations in Exhibit 1. Accounts not listed may be added to these requirements (see Section 3.0, Adding Facilities to this Contract for additional information).

3.4 Electricity Supply Requirements

The purpose of this RFP is to solicit, evaluate, and select, through a competitive bidding process, a source of supply for all electricity supply commodity components up to the delivery point including but not limited to energy, transmission, capacity, congestion charges, day-ahead and real-time reliability must run operating reserve charges (Daily RMR Costs), ancillary services, Winter Reliability charges, RPS (renewable) charges, line losses and network firm transmission necessary for the firm supply of electricity to eligible facilities located in Rhode Island. The successful vendor (i.e. Contractor) will supply the full requirements of such electricity for the number of full monthly billing cycles as specified in the Exhibits and awarded to the vendor.

All quantities required to be supplied to facilities included in this contract shall be considered firm requirements (“firm” means electric supply that will not be interrupted unless such interruption is due to a Force Majeure as defined in Section 3.0, Part 3, Force Majeure for delivery by the vendor to the Delivery Point. The vendor shall be liable for all actual, direct penalties assessed to facilities for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the Local Distribution Utility (LDU) at the Delivery Point for the accounts specified in Exhibit 1.

The State’s annual requirements for the accounts can be obtained through National Grid and are also included in Exhibit 1. Letters of Authorization (LOAs) will be provided to potential vendors who request them.

3.5 Term of Requirement

The State is seeking price proposals for electricity supply for number of terms including 24, 36 and 48 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. The base contract will be determined by the State’s acceptance of the vendor’s pricing for 24, 36 or 48 months. In addition to the base term, the State reserves the right to extend the contract with the selected vendor for 12 month increments beyond the base term at a negotiated rate, if deemed to be in the best interests of the State. However, the total term (base term plus any extensions) shall not exceed five (5) years, unless otherwise authorized by the Chief Purchasing Officer (see Section 3.0, Extension Provisions for additional information regarding extending the contract).

3.6 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.

3.7 Behind the Meter Generation

The State has reviewed the accounts contained in Exhibit 1 and to the best of its ability determined that the following accounts have behind the meter generation:

Facility/Location	N. Grid Account #	Solar PV System Size	Approximate In-Service Date
Attorney General, Pastore	#89007-17060	100.5kW	Jun2019
National Guard (RI ARNG), Camp Fogarty Armory	#87668-95003	207kW	Apr2020
PUC	#13722-29000	55kW	Aug2018
Veterans Home	#40343-00004	43.68 kW	2018
DOT (2 Capitol Hill)	#77022-15000	67kW	June2017
Cannon	#14685-84000	40kW	May2017
Powers	#02342-56001	180kW	June2017
CSMS Building, Camp Fogarty	#29044-13003	500kW	<i>Estimated in-service date, Dec2021</i>

Please note that the State is currently engaged in energy conservation/load reduction projects and anticipates that there will be more projects in the future. As per the Material Change Clause, the State will notify the Contractor if an energy conservation project materially affects future usage for any accounts under a fixed price contract. In the event it does, the Contractor will apply RFP Section 3.0, Liquidation Provision to the excess electricity requirements. The State will work with the Contractor to determine the most economically beneficial manner to liquidate the excess requirements.

3.8 Technical Proposal Requirements

All technical proposals (see RFP Section 4.0) must be prepared in accordance with the requirements and procedures of this RFP and the Threshold Criteria (see RFP Section 5.0) and Required Information (see RFP Section 5.0) as outlined in this RFP. Potential vendors must meet or exceed all threshold criteria to be considered as an approved vendor. Potential vendors are required to respond to all questions and to provide the specific information requested, if applicable. To facilitate the evaluation and selection process, all potential vendors are required to align their proposals to the format as specified.

3.9 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 vendor. 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.

3.10 Description of the RFP

In addition to the Introduction and Overview, the RFP contains other important sections and several Exhibits. Detailed usage data will be provided as part of Exhibit 1.

SPECIFICATIONS

3.11 DELIVERY POINT

The Delivery Point for such electricity shall be that point on the electric system at which the LDU takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities identified in Exhibit 1 of this contract. The Delivery Point shall be where the facility takes title to the electricity.

3.12 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the LDU and the interstate/intrastate transmission companies.

3.13 CREDIT FOR DEFAULT SUPPLY SERVICE

If at any time (unless under a condition of Force Majeure) an account covered by this contract is forced to accept default supply service from the LDU serving in its capacity as the utility supplier of last resort solely as a result of action/inaction by the Contractor, the Contractor shall be responsible for payment of the additional supply costs, if any, incurred.

3.14 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor prior to the Delivery Point and shall pass to the State at and after the Delivery Point specified for each facility.

3.15 PAYMENT AND BILLING

For the purposes of this contract, the State prefers to pay the Contractor through monthly utility bills rendered by the LDU – Utility Consolidated Billing, or “UCB”. The Contractor in its Technical Response (see RFP Section 4.0) must confirm that it is capable of offering and providing Consolidated Billing to the State.

Single Bill Option Through LDU: For the purposes of this contract, the State shall pay the Contractor through monthly utility bills rendered by the LDU for each account included in this contract in accordance with the LDU's billing procedures which are fully regulated by the appropriate state public utility commission (Commission). This bill shall encompass ALL applicable charges and credits for the delivered electricity (i.e. generation, transmission, distribution, and adjustments). Payment shall be in accordance 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>.

It shall be the Contractor's responsibility to understand the specific details regarding the LDU's requirements for billing. The Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. Regardless of the billing option selected, such information shall include current billing period usage (kWh), current billing period capacity and/or Daily RMR charges if applicable, current billing period charges, previous billing period balance, and previous billing period payment. It shall also be the Contractor's responsibility to

ensure that proper reimbursement for electricity delivered to the Delivery Point is obtained from the LDU in accordance with applicable procedures of the appropriate regulatory bodies.

Once the first billing period has taken place and bills have been received by the State, Contractors will not be allowed to change the billing option without prior approval from GSA.

Note: Almost all of the accounts included in this process are currently on dual billing, but will be converted to Consolidated Billing as a result of this process. The University of Rhode Island's main account # 0387395002, however, is currently on Consolidated Billing and must remain on Consolidated Billing for the duration of this contract service period. This account currently receives Virtual Net Metering Credits and therefore must continue to receive all of its charges on one bill from the utility.

Further, the State requires the winning supplier to provide the State with a monthly billing summary report in electronic (Excel) format. This monthly report should be inclusive of all accounts included in the process, and show each account's monthly usage and cost, at a minimum. Suppliers should confirm in their Technical Proposal that this summary report can be provided. For clarity, this summary report is in addition to the provision of Consolidated Billing.

3.16 AUTHORIZED USERS

This contract is for the use of all Executive and Judicial Branches of Rhode Island, along with University of Rhode Island, RIPTA, RITBA and Resource Recovery; and as authorized by law or regulation, cities and towns and other state entities who are included in Exhibit 1 or that may be added on at a later time.

3.17 ADDING FACILITIES TO THIS CONTRACT

For a variety of reasons, it is possible that certain authorized facilities eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the State shall provide the Contractor with the facility's electric requirement and the two parties shall mutually agree as to whether to extend the full terms and conditions of this contract to such facility. Adding a facility(ies) at a price mutually agreed to by the parties shall be accomplished by the bilateral modification of this contract.

3.18 EXTENSION PROVISIONS

The base term will be determined by the State's acceptance of the pricing terms for 24, 36 or 48 months. In addition to the base term, the State reserves the right to extend with the selected vendor for twelve (12) month incremental extensions for not to exceed a total term of five (5) years, unless otherwise authorized by the Chief Purchasing Officer, and in accordance with the existing contract terms and conditions with pricing terms to be negotiated by the parties.

3.19 LOAD CHANGES DURING THE TERM OF THE CONTRACT – FIXED PRICE PRODUCTS

The below language applies only to accounts awarded under a firm-fixed price. As indicated in Section 4.0, this contract is for the full requirements of each account at the Delivery Point. The

full requirements are expressed on Exhibit 1 of the solicitation. The State does not estimate that its aggregate load will change in a significant manner throughout the term of this contract unless noted on Exhibit 1. The State considers a monthly change in the aggregate kWh consumption in excess of twenty-five percent (25%) to be significant. The historical volumes are given in Exhibit 1 and these volumes will be used in determining monthly changes. In the event of a significant change in contract load, the State agrees, if requested by the Contractor, to negotiate in good faith to equitably adjust contract pricing so that the Contractor is made whole for any incremental costs associated with such load change beyond the twenty-five percent (25%) measurement threshold. Any proposed adjustments to contract pricing must compare the contract price with the market price at the time of usage deviation to arrive at an adjustment to contract pricing. The State will notify the Contractor of any significant anticipated load changes as soon as it becomes aware of such anticipated changes.

3.20 SPECIAL CONTRACT TERMINATION - LIQUIDATION OF CONTRACT POSITION

At any time following contract execution or during the term of this contract, the State may terminate this contract. The State will pay any penalties imposed by the LDU or other appropriate authority (including, without limitation, power pool or power exchange, independent system operator, regional transmission organizations) associated with such termination. Upon termination, the Contractor and the State will have no further obligation to each other with respect to the terminated contract except as described herein. If termination applies to a contract that is currently enrolled by the Contractor as the supplier of record with the LDU, then the State must provide at least sixty (60) days prior notice of termination to the Contractor. Upon termination of an enrolled account, Contractor will return such account to LDU service on the next available meter read date as determined by the LDU, and the party's respective obligations under this contract will cease on that meter read date. At the time the contract is terminated the Contractor will make a reasonable assessment of the difference between the Contract Price (Price A) and the market based price for the same supply at the time the contract is terminated (Price B). If Price A is greater than Price B the State shall pay the Contractor the difference between Price A and Price B. If Price A is less than Price B, the Contractor shall pay the State ninety (90%) percent of the difference between Price A and Price B. Such Contractor payment to the State shall be made in the form of checks made out to the LDU in care of the respective State accounts on a pro rata share basis within 30 days of contract termination. The Contractor's assessment of Price B shall include any incidental costs such as administrative costs, brokerage fees, transmission or increased tax costs for termination, provided such incidental costs are reasonable and documented for the State.

3.21 TAXES

The State is subject to the State of Rhode Island's Gross Revenue Tax (GRT).

3.22 REGULATORY CHANGE

If any material regulatory change(s) is imposed after this Contract has been initiated, the Contractor 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 electricity under this Contract. The Contractor is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying electricity to the State. This notice must be provided to the State sixty (60) days prior to the implementation of the regulatory change. Any increases or decreases in the contract price as a result of a regulatory change shall be accomplished by a bilateral contract

modification.

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

3.23 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the State of Rhode Island’s Department of Administration (DOA). The Contracting Officer (CO) for the administration of this contract is:

Office of Energy Resources RI Department of Administration Division of Purchases, 4 th Floor One Capitol Hill Providence, RI 02908-5855	Telephone: Email:	(401)574-9100 (401)574-9107 Energy.Resources@energy.ri.gov Terri.Brooks@energy.ri.gov George.Sfinarolakis@energy.ri.gov
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3.24 PROCUREMENT FEE

The Contractor hereby agrees to assess a Procurement Fee on all accounts included in this contract which will be reflected in the bid price submitted during the pricing events. The fee shall be paid as follows:

- (a) NORESKO Fee: NORESKO’s fee is \$0.000375 per kWh and will be paid by the Contractor(s) directly to NORESKO in accordance with the “Payment Instructions” document found at the Procurement Announcement Page referenced in RFP Section 3.0

3.25 ENROLLMENT

The Contractor will be responsible for switching accounts from the applicable LDU (or third-party contractor) to the Contractor and fulfilling any obligations with the LDU to that end. If the Contractor fails to switch accounts within the terms specified in this contract, penalties may be assessed based on the difference between the applicable LDU Basic Service Rate and the rate that would have been charged by the Contractor (i.e. Basis plus Commodity) for the period of time the account remained on LDU service. Additionally, the Contractor will be required to provide an enrollment report detailing the status of each account to be enrolled. The enrollment report is due at least 60 days prior to the beginning of the service period.

3.26 DAMAGES FOR MISSING CONTRACT START DATE

In the event that the start date for electric supply is missed due solely to the fault of the Contractor and an account(s) is required to remain with the LDU at regulated rates, then the Contractor shall reimburse such account the difference between the contract rate and the billed regulated rates in the event that the regulated rates paid are greater than the contract rates. Affected accounts shall be reimbursed via check made out to the LDU on behalf of the affected account(s) or via credits on future bills.

3.27 FORCE MAJEURE

The Contractor shall be responsible for delivery of electricity to the Delivery Points specified under the terms of the contract subject to the Force Majeure provisions of 220-RICR-30-00-13.20

in the State's General Conditions of Purchase.

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. The party claiming Force Majeure shall promptly give written notice to the other party of the cessation of such condition. 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.

3.28 DEFAULT AND CANCELLATION

Default and cancelation 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>.

3.29 REPORTING REQUIREMENTS

The Contractor is required to provide the following reports:

- (a) Monthly Electronic Summary Report: The Contractor shall provide the State and NORESCO with a monthly, digital electricity 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 "Payment Instructions" documents posted at the Procurement Announcement Page. The summary will be in Microsoft Excel spreadsheet template and accompany or precede payment of monthly fees.
- (b) Enrollment Report: The Contractor shall provide the State and NORESCO with an enrollment report detailing the status of each account to be enrolled. The enrollment report is due by the time and date specified herein.
- (c) Monthly Usage and Cost Summary: The selected bidder shall provide DOA with online access to electronic reporting that provides usage and cost information for each awarded account.

SECTION 4. PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. Licensing and Certification: Bidders must show that it holds all necessary licenses including:
 - i. Registration with the PUC to provide electric supply service.
 - ii. Agreements in place to allow for transportation to State accounts, as appropriate.
2. Experience: Bidders must demonstrate that it possesses experience providing electricity supply service 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 electricity markets, including the State.
 - ii. Years in business. Provide the number of years the firm has been providing electricity 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 electricity procurements that your firm has served in the past three years.
3. 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.
4. Statement of Work: This section shall contain a concise statement of the bidder's understanding of the work to be performed as well as the bidder's ability to perform all the tasks necessary to meet the requirements of this solicitation.
Please include:
 - a. Online Capabilities: The section shall contain a description of the bidder's online capabilities to include access to account information such as monthly usage, account capacity values and invoices.
 - b. Sample monthly report. Bidder must indicate whether they can provide summary reporting for State accounts. Bidder must provide a sample report showing format.
5. References

Bidder must also submit the contact person, company name, account size, and phone number of at least five (5) references, preferably from the public sector, one of which should be similar in scope to the State, for which your company has provided competitive electricity supply. The State reserves the right to verify a bidder's experience and references.

Other Required Forms and Information

- 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:

- The bidder's exceptions to contractual language (i.e. addressing supply warranties, and protection for buyer against imbalance penalties, overrun penalties, cashout penalties, and similar type of liabilities). In accordance with #13 of the Instructions and Notifications to Vendors, 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 the MBE Office, at (401) 574-8670.
- 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.

B. Cost Proposal

Pricing Procedures

The State is utilizing an internet-based energy procurement platform provided by Noresco to obtain pricing for this procurement. The procurement will be a two-step procurement process. Bidders (i.e., electricity 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 acceptable 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.procurexinc.com in accordance with the pricing product definitions included this RFP and the bidding instructions at the Procurement Website.

The selected bidder will purchase and deliver electricity for various State agencies and accounts listed in Exhibit 1. A pricing event(s) will be held to solicit prices for the accounts listed in Exhibit 1. All such volumes will be subject to the agreed to prices.

Pricing Product: All-inclusive, Firm-Fixed Price

Potential vendors shall submit pricing in accordance with the pricing information described below, and with additional detail to be provided in Exhibit 2.

The State is requesting pricing for multiple durations, including 24, 36 and 48 months. Contractors shall begin supply with the first meter read on or after October 1, 2020 meter read date as noted in Exhibit 1; accounts for University of Rhode Island will begin service with the first meter read date on or after December 1, 2020. Descriptions of each pricing product are found below. Potential vendors do not have to offer pricing for more than one pricing group.

The State has placed its requirements multiple groups, or tranches. The rate offered for each pricing group must be the same for every account in the pricing group. See Exhibit 1 for precise quantities and account information, and Exhibit 2 for pricing requirements.

The State requires a firm fixed price per kWh to include all applicable taxes, fees, Renewable Energy Standard (RES) including solar carve out where applicable, FERC Order 745 coordination costs, capacity, energy, and ancillary services for the firm supply of electricity necessary for the accounts included in this solicitation.

The State is considering additional renewable electricity above RES to bring the total percent of renewable electricity across the entire portfolio of accounts in this pricing group to 50% or 100% (RES + Incremental Renewable). There will be tranches that are inclusive of additional renewable energy.

Monetizing Material Reductions in Capacity Tags.

As a result of COVID-19, the State anticipates that its ICAP tags for the two largest accounts included in this process (one for University of Rhode Island #0387395002, and one for RIC #4056578006) are likely to drop materially during the course of this agreement (reduction occurring this summer; new tags taking effect June 1, 2021). Should this material reduction in tags result in a material reduction in cost to the supplier, the State is seeking for the winning supplier to monetize and pass back credit to the State for this reduction in supply costs for these two (2) accounts related to this decrease in tag

value. Note that these two accounts will be contained in separate tranches (URI's main account will have its own tranche).

The State will be willing to accept this credit in the form of a payment back to the State, or in the form of a new and reduced fixed rate for the 12-month period that begins July 1st each year the contract is in effect.

In subsequent contract years, if and when tags return to original (normal) levels, the serving supplier may again adjust the State's fixed rate in accordance with this return to original tag levels; however, at no time can the serving supplier charge a fixed rate that is higher than the originally-contracted fixed rate. The original contract rate is to be considered the "contract ceiling rate". All credits and/or adjusted fixed rates must be calculated in a transparent manner and presented to the State for approval prior to taking effect.

This product feature cannot supersede the requirement for the winning supplier to provide and maintain Consolidated Billing at all times. It is expected that UCB and this capacity reduction credit feature would have to be able to co-exist.

This product feature may be further defined in Exhibit 2. As part of Bidder Technical Proposals, Suppliers are encouraged to declare whether they are willing and able to provide this feature to the State. Suppliers should include the formula upon which this credit (if any) would be determined. Suppliers should also include any anticipated logistical or administrative restrictions, or any other information pertinent to this request from the State. Suppliers should also confirm whether this feature can be offered in concert with the Consolidated Billing requirement.

SECTION 5. EVALUATION AND SELECTION

Criteria	Possible Points
Licensing and Certification	Pass/Fail
Experience and Capacity to serve	40 Points
Statement of Work Plan	30 Points
References	30 Points
Financial Condition	Pass/Fail
Total Possible Technical Points	100 Points

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 electric supply requirements. Supporting documentation is required where applicable as part of the proposal for each of the Threshold Criteria.

In addition to providing proof of proper and current licensing under Item 1, above, 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.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at Thomas.bovis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7603802** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13 RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The Technical Proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - c. Four (4) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
 - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the Technical Proposal and cost proposal. All CD-Rs submitted must be labeled with:
- a. Vendor's name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., Technical Proposal or cost proposal)

If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a Technical Proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

- B. Formatting of written documents and printed copies:
- a. For clarity, the Technical Proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
 - b. All pages on the Technical Proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - c. Printed copies are to be only bound with removable binder clips

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP 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 official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7603802**” to:

**RI Dept. 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 shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State’s General Conditions of Purchases can be found at the following URL:
[https://rules.sos.ri.gov/regulations/part/220-30-00-13.](https://rules.sos.ri.gov/regulations/part/220-30-00-13)