

COMMONWEALTH OF VIRGINIA
CONTRACT NO. CTR020013


This is a Master Contract between the Department of General Services, Division of Purchases and Supply acting as an agent of the Commonwealth of Virginia (the "Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") on behalf of Virginia Energy and Voltus Inc (the "Contractor" or Voltus Inc), for the provision of **CTR020013**, pursuant to the Commonwealth's Request for Proposal No. 31764, dated September 18, 2023 and the Contractor's proposal, dated September 29, 2023 in response thereto.

THEREFORE, in consideration as set forth above and good and valuable consideration as set forth below, the parties agree as follows:

- A. **Scope of Contract.** The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents enumerated in Section D below.
- B. **Period of Performance.** The Contract shall be effective from February 2, 2024 through February 1, 2027. All orders and related documents shall survive the period of performance stated in this section until such time as all orders executed prior to the expiration date of the Contract have been completely performed.
- C. **Contract Renewal.** The Contract may be renewed for up to three (3) additional one (1) year successive periods under the terms and conditions of the current Contract and upon mutual written agreement between the parties.
- D. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest. All of these documents are incorporated herein by reference.
1. This signed form;
 2. The Negotiation Summary with revised Pricing Schedule and Terms and Conditions;
 3. The following portions of the Request for Proposal dated September 18, 2023
 - (a) The Statement of Needs
 - (b) The Reporting and Delivery Requirements
 - (c) The General Terms and Conditions
 - (d) The Special Terms and Conditions
 4. The following portions of the Contractor's Proposal dated September 29, 2023
 - (a) The response to the RFP Statement of Needs
 - (b) Attachment A., Exceptions to RFP; Attachment B., Proprietary Information Identification; C., Vendor Data Sheet; D., Small Business Subcontracting Plan; E., State Corporation Commission Form

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

By: 
(Signature in ink) _____ Date _____

(Typed name)

Chief Revenue Officer
(Typed title)

For the COMMONWEALTH OF VIRGINIA:

By: _____
Anna S. Croak Date _____
Statewide Sourcing & Contracting Officer

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

Negotiation Summary – RFP#31764

Curtailment Service Provider / Demand Response Services

- Voltus agrees to provide documentation in routine reports to verify efforts to capture savings for participating sites.
- Voltus agrees to implement recruiting efforts to grow the program, and to document those efforts in their routine reports.
- Voltus confirmed that the commission/fee offered is firm.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.



COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219-1199

REQUEST FOR PROPOSAL RFP#31764

CURTAILMENT SERVICE PROVIDER / DEMAND RESPONSE SERVICES

Issue Date: September 18, 2023 • Due Date/Time: September 29, 2023, 10:00 AM

Contract Officer: Anna Croak, VCA, VCO • Email Address: Anna.Croak@dgs.virginia.gov

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED: All Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301

PERIOD OF CONTRACT: The initial period of the contract will be from February 2, 2024 – February 1, 2027, with three (3) optional one-year renewal periods.

PROPOSAL SUBMISSION: All proposals must be received by the date and time shown for this solicitation by one of the following means listed below. Any paper proposals received after the stated time and date will be marked late and retained unopened in the file. **Refer to Section IV Proposal Preparation and Submission Instructions.**

Physical Delivery Address:

Department of General Services/Division of Purchases and Supply
1111 E. Broad Street, 6th Floor, Richmond, VA 23219

Electronic Response Submission: Submitted via eVA.virginia.gov

INQUIRIES FOR INFORMATION: Questions regarding the solicitation **must be submitted in writing only** to Anna Croak via email at Anna.Croak@dgs.virginia.gov no later than **September 22, 2023 on 10:00 AM**. Offeror should identify the email by noting the solicitation number "RFP#31764" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Offeror will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements, will only be changed by formal written addendum to the solicitation.

PRE-PROPOSAL CONFERENCE: Waived

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

DocuSigned by:

Todd Krause

82244D59ABBF40C...

Name of Firm: voltus, Inc.
Street: 2443 Fillmore Street
Street: #380-3427
City/State: San Francisco, CA
Zip Code: 94115
eVA ID: SUP255911
DUNS: 080346068

Authorized Signature: Todd Krause
Printed Name: Todd Krause
Title: Chief Revenue Officer
Date: 9/29/2023
Phone Number: [REDACTED]
Email Address: tkrause@voltus.co

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f. in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in the Request for Proposal.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. PURPOSE.....	3
II. BACKGROUND:.....	3
III. SCHEDULE OF EVENTS:.....	4
IV. STATEMENT OF NEEDS:.....	4
V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....	7
VI. EVALUATION AND AWARD CRITERIA	13
VII. REPORTING REQUIREMENTS	14
VIII. GENERAL TERMS AND CONDITIONS.....	15
IX. SPECIAL TERMS AND CONDITIONS.....	21
X. INVOICES AND PAYMENT	27
XI. ATTACHMENTS	27

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with one qualified supplier through competitive negotiations to provide Curtailment Services Provider-Demand Response Services (CSP) hereinafter referred to as "Services" to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

Any contract that may result from this solicitation will be an optional-use term contract for use by Commonwealth of Virginia executive branch agencies and other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

Use of eVA is exempt for the resulting Contract.

II. BACKGROUND:

The Commonwealth of Virginia is the twelfth most populous state in the U.S. and home to approximately eight million residents. Virginia is approximately 42,700 square miles, ranking it the 35th largest state. This area is comprised of five distinct regions: Tidewater, Piedmont, Blue Ridge Mountains, Valley and Ridge, and Appalachian Plateau. Virginia political subdivisions are organized into 95 counties and 38 independent cities which are considered to be county-equivalents.

The Pew Center on the States, Forbes Magazine and many other leading national organizations, have identified Virginia as one of the best-managed states in the nation as evidenced by its long-standing AAA bond rating. In recent years, USA Today and Forbes Magazine have ranked Virginia as America's Top State for Business. According to Virginia Performs, considerable credit for this recognition is a result of the state's commitment to enterprise-level performance management, accountability, and transparency to ensure the best use of public resources, and to oversee the major administrative functions of state government, which includes the procurement of all needed goods and services. Virginia is committed to business-first values at all levels of government, providing easy access to global markets, and offering stability with low operating costs.

The Commonwealth of Virginia Agencies, Institutions of Higher Education and other public Bodies have the ability to curtail consumption of electricity in many locations across the Commonwealth through various means. It is our desire to put a Demand Response Program in place using a CSP through PJM Interconnection (PJM) to coordinate this activity. PJM is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia. This program will provide a mechanism to respond to an electric utility curtailment and provide a financial benefit to participating organizations.

The objective of this program is to determine the optimum method of scheduling activities with high electrical demand and to reduce requirements at peak demand time for PJM. By reducing the demand at peak times PJM is saved from having to generate more electricity, electricity

that is usually more costly to generate. By reducing peak demand, at set times, Commonwealth agencies, institutions of higher education and public bodies can receive incentives as part of the PJM demand response program to lower the overall cost of electrical power.

III. SCHEDULE OF EVENTS:

The planned schedule of events for this solicitation is as follows and times listed are for the Eastern Time Zone:

- Solicitation Release: Tuesday, September 18, 2023
- Pre-Proposal Conference: Waived
- RFP Question/Answer Deadline: Friday, September 22, 2023, 10:00 AM
- RFP Due Date: Friday, September 29, 2023, 10:00 AM
- Oral Presentations: TBD for second week of October
- Anticipated Award Date: Monday, October 23, 2023

The above schedule is for planning purposes only and may be changed at the sole discretion of the Commonwealth at any time. In the event this schedule changes, the Commonwealth may post public notice of such a change on the Commonwealth's eVA e-Procurement website.

IV. STATEMENT OF NEEDS:

It is the Commonwealth of Virginia's intent to enter into a Contract with the selected Offeror for those services necessary to help the Commonwealth achieve its Goals, as outlined in this RFP. The selected Offeror shall provide the following services:

1. The Commonwealth requires the services of an experienced, qualified **Curtailment Service Provider (CSP)** to provide Demand Response Services as associated with PJM's "Emergency Capacity" program, and other Capacity, Energy, and Ancillary opportunities currently available. Additionally, if new programs are offered by PJM during the contract period the Commonwealth reserves the right to negotiate with the vendor to incorporate these programs into the contract. Proposals shall address cost reduction and how costs and cost reduction are allocated to the Contractor and Commonwealth Agencies, Institutions of Higher Education or other Public Bodies.
2. The objective is to determine the optimum method of scheduling activities with high electrical demand and to reduce requirements at peak demand times for PJM. By reducing the demand at peak times PJM is saved from having to generate more electricity; electricity that is usually more costly to generate. By reducing peak demand, at set times, Commonwealth Agencies, Institutions of Higher Education and Public Bodies can receive incentives as part of the PJM demand response program to lower the overall cost of electrical power.
3. When, in the opinion of the Commonwealth Agencies, Institutions of Higher Education and all Public Bodies, the quality of materials, equipment, and/or workmanship put in place by the Contractor does not meet the specifications in this RFP or the contract arising from this RFP, the Contractor shall, at no additional cost to the Commonwealth Agencies, Institutions of Higher Education and Public Bodies immediately remove the nonconforming

portion of the work and replace it with material, equipment, and/or workmanship which does meet specifications. When disputes arise concerning workmanship and/or material selected for work already accomplished, the Contractor shall, at no cost to the Commonwealth Agencies, Institution of Higher Education, and Public Bodies, remove, replace, and/or rework the job so that compliance with the Commonwealth's requirements are satisfied.

4. The Commonwealth will establish a Contract Administrator to work with the Contractor. The Contract Administrator will be the only authorized person that the Contractor shall deal with for purposes of this contract unless the Contract Administrator designates other personnel to assist in the administration of the contract.
5. The Contractor shall cooperate with the Commonwealth Agencies, Institutions of Higher Education and Public Bodies concerning the scheduling of work, change of work, changed location(s) due to classes, testing, or special events, and/or the performance of additional work. The representative will be notified prior to the blocking off or closing down of any portion of buildings or grounds. The Contractor shall promptly notify the Commonwealth's Contract Administrator if any change of work or any type of condition that will prevent the Contractor from meeting the requirements set forth by this RFP, and any contract arising from this RFP. The representative will evaluate such information and will provide guidance to the Contractor.
6. The Commonwealth and its Public Entities will not be responsible for losses or damages of the Contractor supplies, tools, and/or equipment. Damages caused by the Contractor negligence or error shall be repaired by the Contractor at no cost to the Commonwealth, or Public Entities. All equipment and materials used shall comply with all applicable codes and industry standards related to said equipment, materials and/or workmanship.
7. The Contractor shall provide adequate staffing and necessary work control procedures to include, but not be limited to, planning and scheduling of work and complete work requirements within the Commonwealth's specified time limits to assure the performance of work in accordance with the terms of this RFP.
8. The Contractor shall provide all the labor, equipment, supplies and material for collecting energy consumption and demand data from the BAS or electric utility, analyzing data, and providing services on behalf of the Commonwealth Agencies, Institutions of Higher Education and Public Bodies, to participate in PJM's "Emergency Capacity" program, and other Capacity, Energy, and Ancillary opportunities currently. The proposal will outline the tasks and responsibilities of the Offeror, the Commonwealth Agencies, Institutions of Higher Education and Public Bodies.
9. The Contractor shall meet the following general experience requirements:
 - a. Be a registered firm with PJM Interconnection L.L.C as a Curtailment Service Provider.
 - b. Capability to provide seasonal aggregation in each zone.
 - c. Balance customers' seasonal excess load in both the summer and winter seasons.
 - d. Have a minimum of ten (10) years' experience in successfully enrolling demand response resources in Ancillary, Capacity, and Energy Markets.
 - e. Have the ability to initiate and process, 24 hours per day, 365 days per year, day-ahead and real-time demand response transactions.

10. The Contractor shall provide the following services:
 - a. Provide timely, detailed accounting of all demand response transactions to the Commonwealth Agencies, Institutions of Higher Education or Public Bodies, Director of Utilities, or appointed representative.
 - b. Design a process to generate consistent revenues without exposing Commonwealth Agencies, Institutions of Higher Education or Public Bodies to undue risk.
 - c. Provide access to all PJM CSP programs.
 - d. Provide mechanisms that allow Commonwealth Agencies, Institutions or Higher Education or Public Bodies to initiate demand response transactions on either a full-service or self-service basis.
 - e. Comply with all PJM reporting rules and regulations.
 - f. Provide for web-based demand response transactions.
 - g. Furnish information tools (hardware, software, or both) that allow Commonwealth Agencies, Institutions of Higher Education and Public Bodies to assess its demand response performance each day and make appropriate tactical adjustments. All work shall meet the standards specified in this, and all applicable local, state, and federal standards.
 - h. Maintain constant dialog with the appointed, at each Commonwealth Agency, Institution of Higher Education or Public Body participating in the program, representative that assures the success of the program.
 - i. Provide immediate communication and reconciliation of any issues of concern.
 - j. Provide all labor, supervision, travel, materials, tools, vehicles, software, and equipment, including hardware with associated software, necessary to provide data evaluation services and periodic reports.
 - k. Ensure that work performed is completed so as to not adversely affect daily operations at Commonwealth Agencies, Institutions of Higher Education or Public Bodies facility utilities remain in working order at all times, unless otherwise approved by the facility representative.
 - M. The Contractor shall have experience in successfully qualifying energy efficiency projects into the PJM EE program.
11. Notify and receive approval from the appropriate Director of Utilities prior to blocking off or closing down any portion of buildings, grounds, or surrounding streets or alleyways.
12. Provide payment processing services for all savings from demand response transactions. Ensure payment of agreed upon % of savings within 30 days of the first of the month directly after the date of the transaction. Example: transaction March 15th. Check should be received no later than 30 days from April 1st (April 30th)
13. Service Interruption and Security
 - a. Data collection shall not interfere with the operation of the Building Automation System (BAS) or the ongoing collection of BAS data for other purposes.
 - b. Data collection devices shall be protected so that power interruption will not cause data loss.
 - c. Security protocols or hardware shall be provided to prevent hacking into the BAS from data collection devices or interconnections.
 - d. Failure of any data collection device shall not interfere or cause failure or shutdown of the BAS or connected systems.
14. Provide a description of how cogeneration and Black Start opportunities will be handled.

15. Install any needed monitoring equipment at no direct cost to the Commonwealth.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Instructions:

1. RFP Response: In order to be considered for selection, Offerors must submit to the issuing agency a complete response to this RFP as follows:
 - a. One (1) full paper original marked "ORIGINAL".
 - b. Three (3) full paper copies marked "COPY".
 - c. One (1) redacted paper copy marked "REDACTED". The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted versions of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. The issuing agency will not accept responsibility for any public disclosure of proprietary
 - d. One (1) USB drive containing full copies of the proposal marked "ORIGINAL" and "REDACTED", if responding by paper information that is a result of improper redaction by the Offeror, if responding by paper.
 - e. The entire proposal response shall be limited to 75 typed, single sided, pages. Attachments required to be returned do not count towards page count.
 - f. Page size shall be 8½ x 11 inch (larger pages are allowed for figures or tables, but they must be folded into the overall proposal and used sparingly).
 - g. At least 11 point font shall be used.

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the issuing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the issuing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of

contents, which cross-references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP, should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.
- e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Offeror shall complete and return Attachment B – Proprietary and Confidential Information. The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

3. Offeror Submission Requirements:

- a. RFP#31764 is a Request for Proposal; therefore, proposals submitted via e-mail or fax WILL NOT be accepted. Sealed proposals will be received until the closing date and time provided in the solicitation. Any proposal received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked “late” and retained unopened in the procurement file.

Prior to the due date, Offerors should:

- Check the status of the solicitation on eVA at eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the solicitation in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and

attach electronically to the Offeror's electronic submission.

Offerors are solely responsible for reviewing, complying, and returning a complete proposal. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

- b. Electronic proposal submission with required documents attached is required. Offeror must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

- a. Go to eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Supplier Training"; and
- d. Click on "Viewing and Responding to Solicitations Video".

If an Offeror need assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

- c. Identification of Sealed Envelope for Paper Proposal:

When submitting a paper proposal response, Offeror must return the completed and signed response in a sealed envelope identified as shown below. If the proposal is not submitted as shown, Offeror risks that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other unrequested correspondence or other proposals should be placed in the envelope.

OFFEROR NAME	POSTAGE
STREET OR BOX NUMBER	
CITY, STATE, ZIP CODE	
DGS/DIVISION OF PURCHASES AND SUPPLY	
SEE ITEM d. FOR PROPOSAL SUBMISSION ADDRESS INSTRUCTIONS	
RFP #: as shown in eVA VBO RFP	
TITLE: as shown in eVA VBO	
CLOSING DATE: as shown in eVA VBO	
CLOSING TIME: as shown in eVA VBO	
OFFEROR'S eVA ID#	

IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE THAT THE PROPOSAL IS DELIVERED TO THE CORRECT DELIVERY ADDRESS AND LOCATION BEFORE THE CLOSING DATE AND TIME. DGS/DPS SHALL NOT BE RESPONSIBLE IF A PROPOSAL IS NOT DELIVERED BY THE CLOSING DATE AND TIME. LATE PROPOSALS WILL NOT BE OPENED AND WILL BE RETAINED UNOPENED IN THE PROCUREMENT FILE.

- d. Proposal Submission Address and Building Security Instructions:

1. **Express Delivery Service:** Offeror shall mail the proposal to the Commonwealth of Virginia, Department of General Services / Division of Purchases and Supply, 6th Floor Receptionist/Proposal Receiving, 1111 East Broad Street, Richmond, VA 23219. Offeror should allow ample time for delivery.
2. **U.S. Postal Service:** Offeror shall mail the proposal to the Commonwealth of Virginia, Department of General Services / Division of Purchases and Supply, 6th Floor Receptionist/Proposal Receiving, 1111 East Broad Street, Richmond, VA 23219. Offeror must allow ample time for the package to be processed through the Commonwealth's Mail Security Processing System prior to delivery to Receptionist/Proposal Receiving.
3. **Hand-Delivered/Courier:** Offeror shall deliver the proposal to the Commonwealth of Virginia, Department of General Services / Division of Purchases and Supply, 6th Floor Receptionist/Proposal Receiving, 1111 East Broad Street, Richmond, VA 23219. Offeror must allow ample time for parking, walking to the building, and security screening procedures. All visitors are required to enter the Patrick Henry Building through the Darden Garden entrance facing the State Capitol (not the Broad Street entrance). When entering the Patrick Henry Building, visitors will be required to:
 - a. Present a valid and current picture ID;
 - b. Pass through metal detectors/security wands;
 - c. Permit all bags/packages, etc. to be searched by Capitol Police or security personnel;
 - d. Sign in at Security Desk; and
 - e. Wait to be escorted to the 6th floor to submit the proposal to the receptionist where the proposal will be date and time stamped.
4. **Oral Presentation:** Offeror who submit proposals in response to this RFP may be required to give an oral presentation of their proposal to the issuing agency. This provides an opportunity for the Offeror to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the issuing agency and may or may not be conducted.

B. Specific Proposal Submission Instructions:

Proposals should be as thorough and detailed as possible so that the issuing agency may properly evaluate your capabilities to provide the required goods and/or services. The issuing agency has identified a number of items that must be addressed in the proposal as Submission Requirements. Offerors should respond to these by identifying the TAB number, the Submission Requirement followed by the Offeror's response. Offerors should not conclude that responding to each submission requirement will result in a complete proposal, as there other requirements for response within the solicitation than these items. Offerors are required to submit the following items as a complete proposal (organized under the following Section Tabs):

TAB 1: RFP, Addenda, and Attachments

- A. Return the RFP Cover Sheet (Page 1) and all addenda acknowledgments, if any, signed and completed.
- B. Return Attachment A – Exceptions to RFP#31764 completed
- C. Return Attachment B – Proprietary and Confidential Information completed
- D. Return Attachment C – Vendor Data Sheet completed
- E. Return Attachment D - Small Business Subcontracting Plan (refer to TAB 6)
- F. Return Attachment E – State Corporation Commission Form completed

TAB 2: Implementation Plan/Methodology – Specific Approach for Providing Services

Offeror should submit all necessary information needed to enable the Commonwealth and Evaluation Team to determine if the services offered will meet the requirements of the RFP by providing a detailed description of the specific plans for providing instructional services, to include but not be limited to the following:

- 1. A sample project plan which provides detailed and comprehensive rollout plan to the agencies and public bodies.
- 2. Provide the name, address, telephone number, and email address for the primary point of contact for this project.
- 3. Propose a prospective transition plan or process from the Commonwealth's current curtailment service to the plan offered by your firm; and
- 4. Provide a plan to identify how the Commonwealth agencies, institutions of higher education, and public bodies will receive reports such as total earnings report, usage/sales volume reports and invoices. The total earnings report shall be submitted to the Contract Office on a quarterly basis. The Offeror shall provide a detailed plan on the other reports that will be received by the participating accounts.
- 5. The Offeror shall clearly and specifically identify the service being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the service offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

TAB 3: Qualifications and Experience of Firm

- 1. Provide a detailed written narrative statement describing your firm's qualifications and experience in providing the goods and/or services similar to those described herein including but not limited to the following:
 - a. Firm's primary business address and office locations;

- b. Days and hours of operation;
- c. Ownership structure;
- d. Organizational chart;
- e. Website address;
- f. Year firm was founded;
- g. Mission statement and/or company goals;
- h. Similar work with public or private entities;
- i. Resumes and experience of personnel to be assigned to the project;
- j. Describe your firm's approach to support the Commonwealth with curtailment services during a declared emergency;
- k. Confirm that your firm has the ability to provide demand response program in place using a CSP through PJM interconnection to coordinate this activity for the Commonwealth;
- l. Describe the response procedure to customer complaints and service issues;
- m. Describe the customer satisfaction evaluation method; and
- n. Provide detailed information regarding ten (10) clients that are currently participating in PJM demand response services program. Four (4) of these clients must be included in Attachment C Vendor Data Sheet.***
- o. Provide a list of all clients lost within the last three (3) years which include:
 - A contact name and telephone number
 - Length of service at the account
 - Reason for loss
- 2. Litigation: Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal, and indicate the current status or disposition not to exceed two (2) pages.

TAB 4: Additional Information

Provide any information not requested in this RFP that would bring additional value to an Agreement with the Commonwealth and Participating Entities, which may include:

- 1. Added Value: Any services, programs, enhancements, etc., which were successful with other clients that may benefit the Commonwealth.
- 2. Any additional cost saving programs, rebates, incentives or discounts (i.e., volume, payment, promotional, etc.) that are offered above and beyond the discounts in the Pricing Proposal;
- 3. Describe the response procedure to customer complaints and service issues; and
- 4. Describe the customer satisfaction evaluation method.

TAB 5: Proposed Pricing

1. The Demand response Services Program is intended to offer an economic incentive to achieve electric demand reduction; the proposal shall address cost reduction potential to the Commonwealth of Virginia and how costs and cost reduction are allocated to the Contractor, the Commonwealth of Virginia and its Public Entities.
2. It is expected that there will not be any set up costs associated with the Demand Response Services Program. The percentages allocated to savings and fee/commission as well as any other aspect of the price of the services shall remain constant during the contract period and percentages shall remain constant during all renewals periods. The percentages submitted will be used to determine the price score for the evaluation process.
3. Preferred Pricing Plan: The Offeror shall include in the proposal a preferred pricing by providing a percentage savings for the Commonwealth of Virginia and to include a percentage savings for the Vendor Fee/Commission. Please include the pricing schedule in Tab 5 of your proposal submission.
Demand Response Services: _____ % Commonwealth of Virginia Savings + _____ % Vendor fee/Commission = 100% Total Savings. COMPLETE THE FORMULA.
4. Optional Pricing: The Offeror shall provide alternate pricing strategies for the following items:
 1. Fixed – Year round price
 2. Seasonal – Summer/Winter Price
 3. Indexed – Price Based on size of load or other defining factor

TAB 6: Small Business Subcontracting Plan

- A. Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation.
- B. Return Attachment D – Small Business Subcontracting Plan completed.

TAB 7: Appendices, Data and Other Submissions

Include any other appendices, data and other information necessary to support Offeror's proposal.

VI. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA:

Proposals shall be evaluated by the evaluation team using the following criteria:

	POINT VALUE
1. Specific Plan or Methodology/Approach	30
2. Qualifications and Experience of Firm	20
3. Proposed Pricing	30

4. Small Business Subcontracting Plan

20

TOTAL

100

B. AWARD:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous, *Code of Virginia, § 2.2-4359D*. Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

VII. REPORTING REQUIREMENTS:

A. CONTRACTOR'S QUARTERLY REPORT OF SALES/SAVINGS:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Contract.

B. REPORTING AND PAYMENT SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

C. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

VIII. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions are posted in the eVA solicitation and are **MANDATORY** and shall be included verbatim in any Contract awarded.

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- R. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned, hired and borrowed vehicles, whether on-Site or off-Site.

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor transaction fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date of the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.
- AA. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

IX. SPECIAL TERMS AND CONDITIONS:

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

- B. AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three (3) successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the All Items category, or other categories / documentation as approved by the Contract Officer, of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the All Items category, or other categories / documentation as approved by the Contract Officer, category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- E. eVA ORDERS AND CONTRACTS:** Use of eVA is exempt for this Contract.
- F. FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.
- G. ORDERS:** Use of eVA is exempt for this Contract.

H. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

I. **LOBBYING AND INTEGRITY:** Offerors are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Offeror shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information deemed relevant to the Offeror's integrity or responsibility to provide the services or goods, described herein.

J. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, contracts, or other documents that were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.

K. **CONTRACTUAL DISPUTES:** In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

- a. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.2-4365 nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia § 2.2-4365.
- b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.
- c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any services hereunder.

L. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:**

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods and/or providing services to correctional institutions, especially if the location is within the secured perimeter:

- a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification.
- b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom.
- c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders.

- d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law.
 - e. No weapons, alcohol, drugs, or medication of any type will be allowed on Commonwealth property.
 - f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
 - g. Any tools, especially cutting tools, if left unattended, will be confiscated.
 - h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution.
 - i. All persons entering the prison complex are subject to search.
 - j. Contractors and their representatives are limited to movement to and from, and within, the immediate area of their work.
 - k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods.
 - l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
 - m. All Contractor employees shall have valid identification with photograph at all times for identification. Validity of identification is determined solely at the discretion of the institution. A valid government-issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification.
 - n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.
- M. E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- N. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- O. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- P. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- Q. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- R. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**
- A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
 - B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
 - C. Prime Contractor Subcontractor Reporting:
 - i. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 - ii. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- S. EMPLOYMENT SERVICES ORGANIZATIONS (ESO):**
- A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to employment services organizations. A list of employment services organizations can be found at www.vadars.org or eva.virginia.gov
- T. CONTINUITY OF SERVICES:**

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- U. ADVANCEMENTS:** The Commonwealth reserves the right to modify any contract that results from this solicitation to allow for progressive growth, knowledge, and advancements and/or any Federal, State or Local changes to bulk and commercial motor fuel/fuel card specifications, requirements, and/or regulations as specified. For any such modifications, contract pricing formula shall remain the same in calculating contract rates, unless an alternate formula is mutually agreed to by the Commonwealth and the contractor.
- V. REGULATIONS:** The contractor shall be responsible for complying with all federal, state, and local environmental and other regulations relating to curtailment services.
- W. FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement.

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

X. INVOICES AND PAYMENT:

A. INVOICES:

Contractor shall submit the invoice(s) to the address designated on the purchase order following acceptance by the Authorized User of goods and services rendered. No invoice may include any cost other than those identified in the purchase order referencing the Contract. Invoice(s) shall provide at a minimum:

- i. Name of Authorized User (the ordering entity)
- ii. Authorized User point of contact and phone/email
- iii. Description of the goods and/or services provided
- iv. Contract number
- v. Purchase order number
- vi. Invoice number
- vii. Invoice date
- viii. Invoice Amount

B. Payment:

Payment will be made in accordance with the Virginia Prompt Payment Act. State Agencies will pay per §2.2-4350 of the Virginia Prompt Payment Act. Localities will pay per §2.2-4352 of the Virginia Prompt Payment Act. Payments will only be remitted after the receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Payment may be made via a small purchase charge card (SPCC) (refer to the Mandatory Acceptance of Small Purchase Charge Card (SPCC) term and condition), check or EDI depending on how the Contractor is registered with the Department of Accounts. Utilization of the SPCC for payment shall not result in any additional fees (transaction fee, service charge etc.).

XI. ATTACHMENTS:

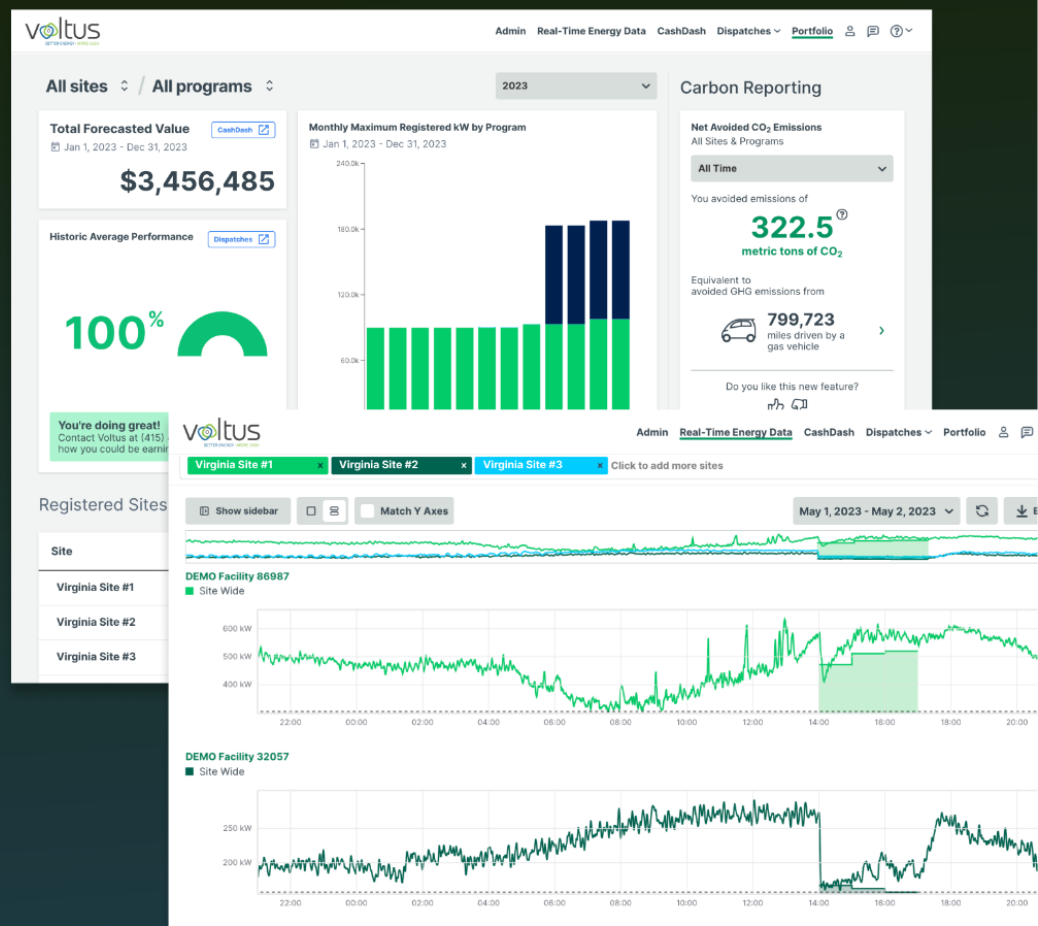
- Attachment A – Exceptions to RFP#31764
- Attachment B – Proprietary and Confidential Information
- Attachment C – Vendor Data Sheet
- Attachment D – Small Business Subcontracting Plan
- Attachment E – State Corporation Commission Form



Commonwealth of Virginia Demand Response RFP

Prepared by
Caleb Rogers
Sales Director, PJM at Voltus
crogers@voltus.co
(757) 707-4734


September 29, 2023

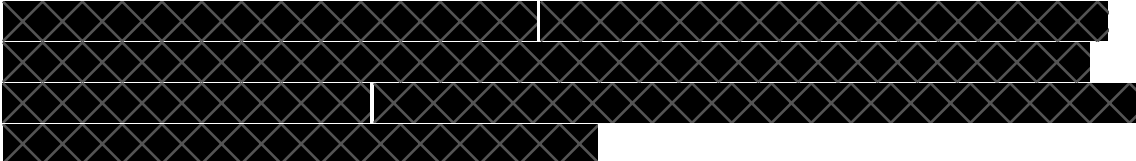




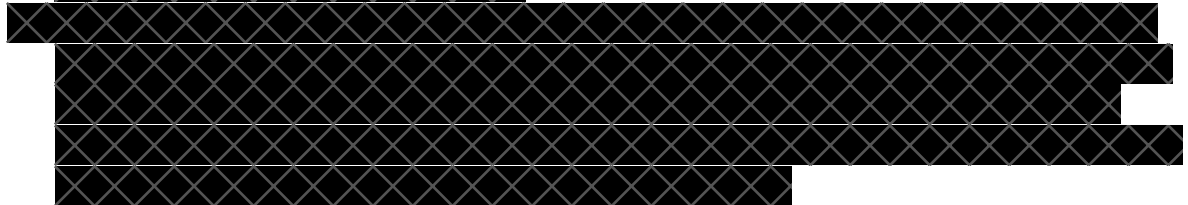
To the Commonwealth of Virginia Department of Energy,

Voltus is pleased to submit our response to Virginia RFP#14356. Please note that Voltus has strengthened our proposal versus our original proposal in four key areas. Given that our original proposal was delivered only four months ago and yet we have an even better offer today, we're excited to think about what we may be delivering to Virginia in the years to come. We are constantly innovating in the name of delivering more value to our customers.

Our four improvements are as follows:

1. **Increased value with Peak Saver Program:** having learned that some of your sites, such as Virginia Tech, manage their Transmission Charges (NITS) through the AEP Tariff, we know there is **additional value with our Peak Saver** program. Without data on sites on this tariff, we don't include revenue from this program in our value stack, but we look forward to digging into the opportunity. For example, should Virginia enroll only 10MW to manage NITS charges, that would be an additional  in savings. (See **TAB 2.4** for detail). We have gone ahead and updated all program pricing since our first offer.

2. 

3. **Focusing on missed revenue:** Though part of our value comes from creating new revenue opportunities for Virginia, our track record in your existing pr 





Introduction

The Commonwealth of Virginia can and should generate **more value** from demand response. This proposal details how working with Voltus will significantly increase the annual revenue paid to the Commonwealth, representing **an annual increase of** [REDACTED].

Our proposal highlights five differentiators that make Voltus the right partner for Virginia:


1. **Maximize revenue:** Voltus will **maximize revenue** to Virginia by improving dispatch performance, rightsizing enrollment, and expanding participation in demand response programs. To show our commitment to maximizing revenue to Virginia, we have proposed an aggressive share structure (see **TAB 5** for detail on the splits below) as follows:
 - **Emergency Load Response Program (ELRP): 91%**
 - Transmission Peak Management: 91%
 - Emergency Energy: 91%
 - Energy Efficiency (EE): 91%
 - Synchronized Reserves (SRM): 91%
 - Price Response / Economic DR (PR): 91%

2. **A track record of success:** During the ELRP dispatch of Winter Storm Elliott in December 2022, **Voltus over-performed at 116%**, while [REDACTED].

This is a very important sentence: Voltus will treat Virginia's portfolio of sites as an aggregation. Some sites will underperform during actual dispatches; some will over-perform. What matters is Virginia's *aggregate* performance. [REDACTED]

3. **Modern, advanced platform:** All Virginia contacts will receive access to VoltApp, our online platform, to track real-time energy consumption and demand response event performance at the site level. Customers who leverage VoltApp during demand response events **perform 30% better!**

VoltApp provides transparent tracking of event performance and cash generated; from forecast value to disbursed dollars. VoltApp provides **the easiest system for Virginia's Department of Energy** to monitor *real-time* revenue/performance site-by-site *and* portfolio-wide. VoltApp will also help Virginia accounts **manage emissions with carbon reporting**.

4. **Virginia-based team:** In April, Voltus hosted our annual company retreat in Leesburg, Virginia. Voltus will support Virginia via a Virginia-based team visiting sites *in-person* to provide training, discuss revenue/performance, and educate students. The team that has worked on this RFP includes **graduates of Virginia Commonwealth University, The University of Virginia, and William & Mary**.
5. **Small-business contracting:** With Voltus, every demand response dollar generated counts towards the Department of Energy's small-business goals. We would contract with **Paramount Energy Services, a Virginia-registered, woman-owned small business** to deliver  yearly in small-business value!

The opportunity to work with the Commonwealth puts us closest to customers we love - municipal facilities, universities, and K-12 schools. Like Voltus, these institutions serve the public well being and deserve a close-by partner that is focused on their success. **We are ready to serve them.**

Thank you for the opportunity to earn your trust and business.



Gregg Dixon, CEO
617-283-9387
greggdixon@voltus.co



Matthew Plante

Matt Plante, President
617-571-8027
mplante@voltus.co



Table of Contents

TAB 1: RFP, Addenda, and Attachments.....	5
TAB 2: Implementation Plan/Methodology: Specific Approach for Providing Services...	6
2.1. Summary.....	7
2.2. Primary Point of Contact.....	7
2.3. Sample Project Plan.....	7
2.3.1. Transition Plan from Previous CSP.....	7
2.3.2. Rollout Plan to Agencies and Public Bodies.....	9
2.3.3. Demand Response Dispatch Plan.....	10
2.3.4. Reporting.....	13
2.4. Services Summary.....	14
2.4.1. Voltus Programs in Virginia.....	14
2.4.2. Colleges of Virginia: Engagement Plan.....	18
2.4.3. Winter Storm Elliott (WSE).....	18
TAB 3: Voltus Qualifications & Experience.....	19
3.1. Summary of TAB 3.....	19
3.2. Company Profile.....	20
3.3. Voltus Differentiation.....	21
3.4. Partnership Team.....	24
3.5. Litigation Summary.....	28
3.6. Ten Current PJM Demand Response Participants.....	28
3.7. Lost Clients.....	30
TAB 4: Additional Information.....	31
4.1. Voltus Added Value and Additional Opportunity.....	31
4.1.1. VoltApp: Voltus's Proprietary Platform.....	31
4.2. Response Procedure to Customer Complaints and Service Issues.....	35
4.3. Customer Satisfaction Evaluation Method.....	36
TAB 5: Proposed Pricing.....	37
5.1. Proposed Pricing Summary.....	37
5.2. Pricing Terms and Assumptions.....	37
TAB 6: Small Business Subcontracting Plan.....	38
TAB 7: Appendices, Data and Other Submissions.....	39

**Yellow and gray highlighted areas of text and photos in the original proposal are considered proprietary*

RFP Response for The Commonwealth of Virginia

How Voltus will deliver “better energy, more cash.”

The following subsections are dedicated to answering requests posed in the RFP.

TAB 1: RFP, Addenda, and Attachments

Please find the following documents attached in this section:

- RFP Cover Sheet (Page 1) and all addenda acknowledgments, if any, signed and completed.
- Attachment A – Exceptions to RFP#31764
- Attachment B – Proprietary and Confidential Information
- Attachment C – Vendor Data Sheet
- Attachment D - Small Business Subcontracting Plan (refer to TAB 6)
- Attachment E – State Corporation Commission Form



COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219-1199

REQUEST FOR PROPOSAL RFP#31764

CURTAILMENT SERVICE PROVIDER / DEMAND RESPONSE SERVICES

Issue Date: September 18, 2023 • Due Date/Time: September 29, 2023, 10:00 AM

Contract Officer: Anna Croak, VCA, VCO • Email Address: Anna.Croak@dgs.virginia.gov

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED: All Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301

PERIOD OF CONTRACT: The initial period of the contract will be from February 2, 2024 – February 1, 2027, with three (3) optional one-year renewal periods.

PROPOSAL SUBMISSION: All proposals must be received by the date and time shown for this solicitation by one of the following means listed below. Any paper proposals received after the stated time and date will be marked late and retained unopened in the file. **Refer to Section IV Proposal Preparation and Submission Instructions.**

Physical Delivery Address:

Department of General Services/Division of Purchases and Supply
1111 E. Broad Street, 6th Floor, Richmond, VA 23219

Electronic Response Submission: Submitted via eVA.virginia.gov

INQUIRIES FOR INFORMATION: Questions regarding the solicitation **must be submitted in writing only** to Anna Croak via email at Anna.Croak@dgs.virginia.gov no later than **September 22, 2023 on 10:00 AM**. Offeror should identify the email by noting the solicitation number "**RFP#31764**" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Offeror will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements, will only be changed by formal written addendum to the solicitation.

PRE-PROPOSAL CONFERENCE: Waived

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

DocuSigned by:

Todd Krause

82244D59ABBF40C...

Name of Firm: voltus, Inc.
Street: 2443 Fillmore Street
Street: #380-3427
City/State: San Francisco, CA
Zip Code: 94115
eVA ID: SUP255911
DUNS: 080346068

Authorized Signature: Todd Krause
Printed Name: Todd Krause
Title: Chief Revenue Officer
Date: 9/29/2023
Phone Number: [REDACTED]
Email Address: tkrause@voltus.co

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f. in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in the Request for Proposal.

EXCEPTIONS TO RFP#31764

Name of Offeror: Voltus, Inc.

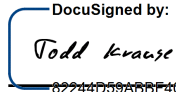
Unless stated on this form, all Offerors will be considered to have accepted all terms and conditions of the RFP and any amendments as issued without exception. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed exceptions including the section and page number(s) of the RFP, and submit any proposed substitute language; however, the provisions of the RFP cannot be modified without written approval by the DPS Contract Officer.

[illegible]

Proprietary Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as **highlighting** or **underlining** and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: Voltus, Inc. invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on September 29th, 2023

Signature:  82244D58A8BF40C...
Title: Chief Revenue Officer

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Customer names, contact information, dates of service, and contract values	Attachment C - Vendor Data Sheet	Voltus's customer list and use of their logos is confidential and not for public distribution per contractual terms.
Reference to potential subcontracts awarded in the future	Attachment D - Small Business Subcontract Plan Tab 6 (page 35)	Voltus's partners are not made publicly available.
Percent splits allocated to the Commonwealth of VA and Voltus, as well as reference to specific program earnings of \$-value increases that can be used to back-calculate percent splits	Cover Letter (page 1), Tab 2 (page 5-7,14) Tab 3.3 (page 18,20) Tab 5.1 (page 34)	Specific allocation of pricing is a competitive tool that would substantially hurt Voltus's ability to sell in the PJM market if publicly disclosed.
Pricing terms and assumptions specific to Voltus's offer to the Commonwealth of Virginia	Tab 5.2 (page 34-35)	Specific terms and assumptions used to provide financial offering to the Commonwealth of Virginia is competitive information that would substantially hurt Voltus's ability to sell in the PJM market if publicly disclosed.
Specific screenshots of Voltus's proprietary platform	Tab 2.3 images (page 9-12) Tab 4.1 (page 29-32)	Specific images and graphics from the Voltus software platform is a competitive differentiator that would substantially hurt Voltus's ability to sell in demand response markets if publicly disclosed.
Reference to not-yet released service	Tab 2.4 (page 14)	This service offering is not yet publicly available.
Names, logos and descriptions of Voltus customers in PJM	Tab 2.4 (page 16) Tab 3.6 (page 25-27)	Voltus's customer list and use of their logos is confidential and not for public distribution per contractual terms.
Names and descriptions of lost customers	Tab 3.7 (page 27)	Names and descriptions of customers Voltus lost is confidential information Voltus cannot make publicly available.

VENDOR DATA SHEET

The following information is required as part of the Offeror's response to this solicitation.

1. Qualification: The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Offeror's Primary Contact:

Name: Caleb Rogers Phone: [REDACTED] Email: crogers@voltus.co

3. Years in Business: Indicate the length of time Offeror has been in business providing this type of good or service:

7 Years 2 Months

4. eVA Supplier ID or DUNS Number: SUP255911

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Offeror is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: [REDACTED] Contact: [REDACTED]
 Phone: [REDACTED] Email: [REDACTED] Dates of Service: [REDACTED]

B. Company: [REDACTED] Contact: [REDACTED] Phone: [REDACTED]
 Email: [REDACTED] Dates of Service: [REDACTED]
 \$ Value: [REDACTED]

C. Company: [REDACTED] Contact: [REDACTED] Phone: [REDACTED]
 Email: [REDACTED] Dates of Service: [REDACTED]
 \$ Value: [REDACTED]

D. Company: [REDACTED] Contact: [REDACTED] Phone: [REDACTED]
 Email: [REDACTED] Dates of Service: [REDACTED]
 \$ Value: [REDACTED]

I certify the accuracy of this information.

Signed: Todd Krause Title: Chief Revenue Officer Date: 9/29/2023
DocuSigned by: 82244D59ABBF40C...

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential Offerors are required to include this document with their proposal response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Voltus

Preparer Name: Caleb Rogers **Date:** 9/29/2023

Who will be doing the work: ☒ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: N/A Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status

that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: [REDACTED] SBSD Cert #: [REDACTED]

Contact Name: [REDACTED] SBSD Certification: [REDACTED]

Contact Phone: [REDACTED] Contact Email: [REDACTED]

Value % or \$ (Initial Term): [REDACTED] Contact Address: [REDACTED]

Description of Work: Potential subcontractor – hardware installation

Subcontract #2

Company Name: [REDACTED] SBSD Cert #: [REDACTED]

Contact Name: [REDACTED] [REDACTED]

Contact Phone: [REDACTED] Contact Email: [REDACTED]

Value % or \$ (Initial Term): [REDACTED] Contact Address: [REDACTED]

Description of Work: Potential subcontractor – hardware installation

Subcontract #3

Company Name: Other DSBSD options available SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: Potential subcontractor – hardware installation

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

STATE CORPORATION COMMISSION FORM

Offerors are required to return this form with their proposal.

Virginia State Corporation Commission ("SCC") registration information: The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
11550098

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

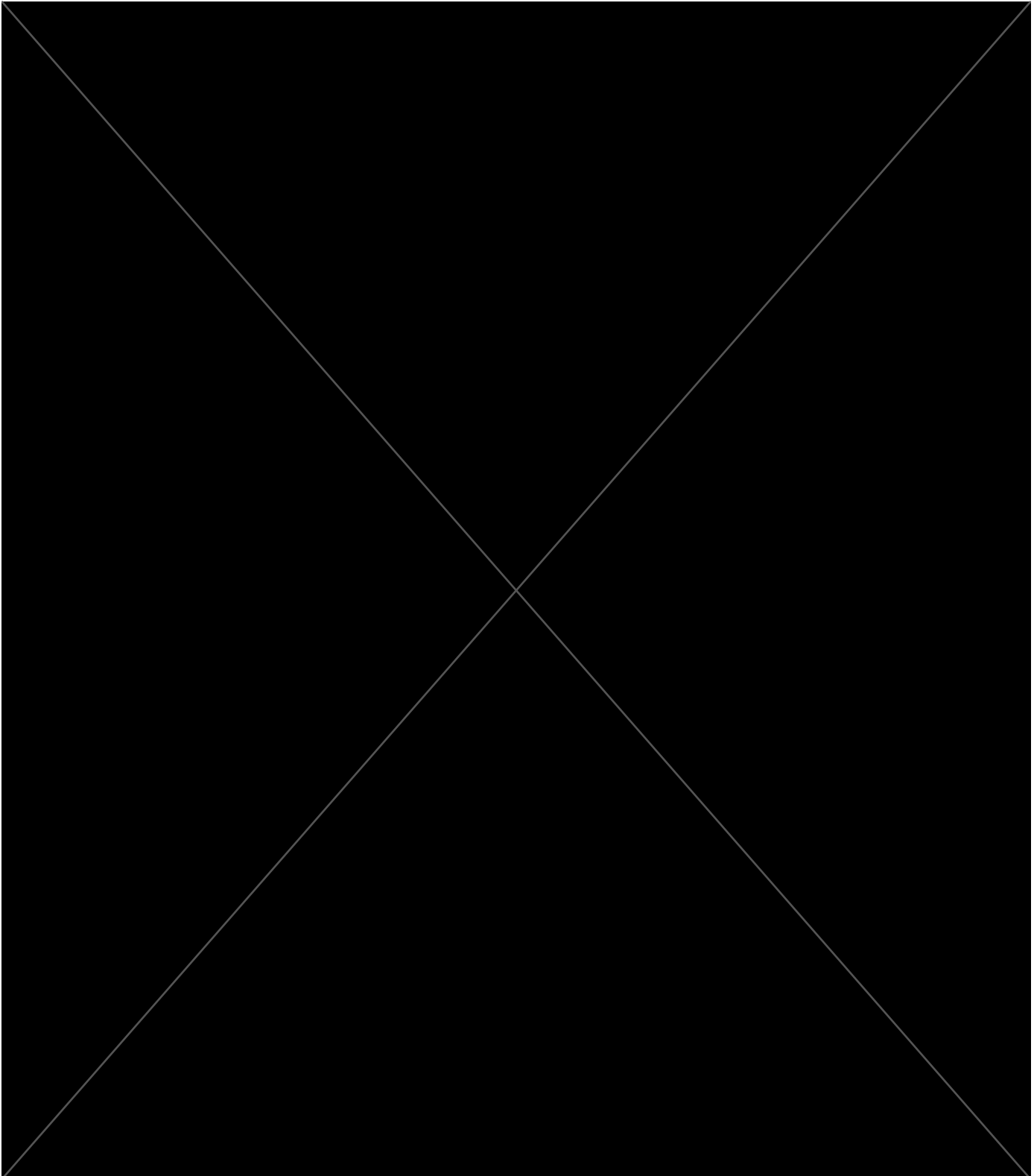
DocuSigned by:
Signature: Todd Krause Date: 9/29/2023
82244D59ABBF40C...

Name: Todd Krause

Title: Chief Revenue Officer Print

Name of Firm: Voltus, Inc.

TAB 2: Implementation Plan/Methodology: Specific Approach for Providing Services



2.1. Summary

In six years, how will we determine that your selection of Voltus resulted in a successful partnership for both Voltus and Virginia? Quite simply - Voltus simplified your demand response participation while **doubling your revenue**.

The visual on Page 5 demonstrates our offer: [REDACTED] in annual revenue. How did we reach this number? By including factors described in depth in the pages to come, namely:

- 100% performance with aggregation,
- stacking new programs,
- and rightsizing nominations.
 - See **TAB 3.3** for more detail!

We want your teams focused on their core competencies while we focus on ours! The information below will provide detail into how we plan on achieving success - Market Expertise, World Class Teams, Automation/Integration, and dedicated Account Management. We look forward to the opportunity to prove our value.

2.2. Primary Point of Contact

The primary point of contact for The Commonwealth of Virginia will be:



Caleb Rogers, Sales Director

Location: Williamsburg, Virginia

Phone: [REDACTED]

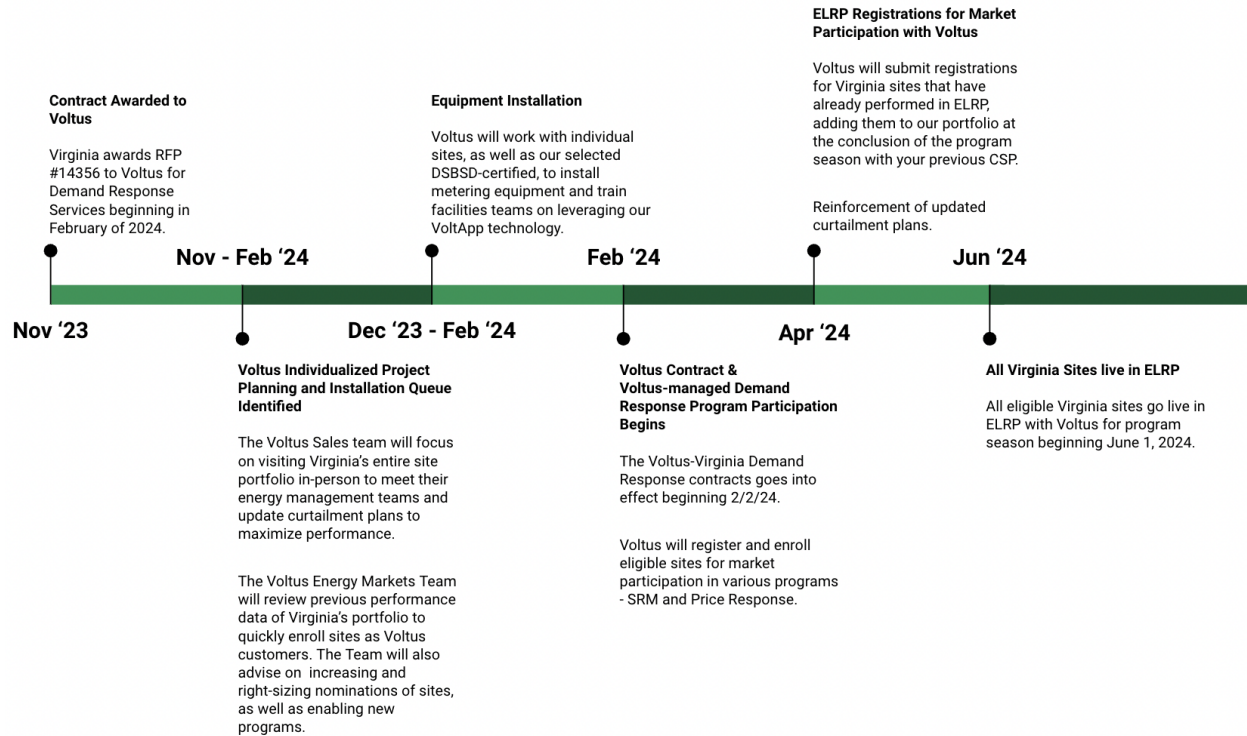
Email: crogers@voltus.co

For more information about the Voltus Partnership Team, please refer to **TAB 3.4. Partnership Team**.

2.3. Sample Project Plan


2.3.1. Transition Plan from Previous CSP

Voltus will proactively use the intermediary months between the awarding of this RFP and the conclusion of the Commonwealth's ongoing contract to onboard all sites in the Virginia 180 MW portfolio. From November to February, our Sales, Field Engineering, and Energy Markets teams will work in concert to streamline this transition.



Our **Sales team** will focus on meeting **in-person** with each energy management team in Virginia's entire site portfolio. This effort, led by Williamsburg, Virginia-based Sales Director, Caleb Rogers, will be augmented by seven other regional Sales Directors. In Virginia alone, Voltus has nine additional employees dedicated to helping onboard customer sites cross-functionally. During these on-site visits, the Sales team will also be working with site teams to identify additional site-level capacity to increase cash-generating opportunities for Virginia.

Our **Field Engineering team** will simultaneously work to enable eligible Virginia sites with Voltus's market-leading technology. This customer-facing team builds relationships with site teams to understand the nuanced operations of our customers and how we can enable them with the resources, knowledge, and tools to earn maximum cash through demand response programs.

Our **Energy Markets (EM) team** will leverage Virginia's past performance data to enroll sites as Voltus customers. **The EM team will also identify opportunities for increased and rightsizing nominations at Virginia sites.** If a facility is regularly outperforming its kW nomination into the Emergency Load Response Program (ELRP) or any other programs, there will be an opportunity to increase earnings. We estimate rightsizing nominations alone will increase annual earnings by .

These teams working simultaneously to meet and outfit already-strong demand response participants will result in no lag time in onboarding with Voltus.

2.3.2. Rollout Plan to Agencies and Public Bodies

The RFP solicitation requests a quarterly report submitted to the Contract Office. We don't believe that this frequency is sufficient or is a best practice.

The Commonwealth should not get a *quarterly* report. It should receive - and will receive from VoltApp - something much, much better than that: the ability, like you have with your personal bank, to check your balance (and any details of your account) from your phone or your computer whenever you like, wherever you like!

Voltus will provide the following level of visibility to the Commonwealth via Voltus's platform, split between individually participating accounts and the overseeing state agencies.

- Individual Account: All participating accounts will have access to the VoltApp platform described in **TAB 4.1.3. VoltApp: Voltus's Proprietary Platform**. Multiple accounts can be made so that full energy management teams can view their facility's demand response performance history, achieved earnings, and forecasted yearly revenue. This platform is available *at all times* to Voltus customers.
- Overseeing state agencies: For the Commonwealth's Contracting Office, those at the Department of Energy, or others who need full access earnings reports, a specialized VoltApp platform will be accessible that aggregates the full Virginia portfolio. Site-by-site data and total participation data will be accessible to view how individual accounts and the portfolio at large are performing in the variety of demand response programs.
 - **With the Department of Energy, Voltus will also hold monthly check-in meetings** to discuss recent accounts meetings and updates on performance.

To both individual accounts and overseeing state agencies, Voltus will provide:

- Quarterly Earnings Review: An **in-person** quarterly review with the Commonwealth, including a report submitted to the Contract Office and relevant members of the Department of Energy (DOE) profiling total earnings gained and site-by-site performance in demand response dispatches.
- Yearly Earnings Review: Voltus will also conduct a review of the year with participating accounts and **in-person** with the Contract Office and DOE. These meetings will consist of performance reviews, forecasted earnings for future periods, and opportunities for additional earnings through new programs.
- Regular account management: Accessibility to the Voltus team does not stop at predetermined meetings. Our Sales, Field Engineering, and Energy Markets team

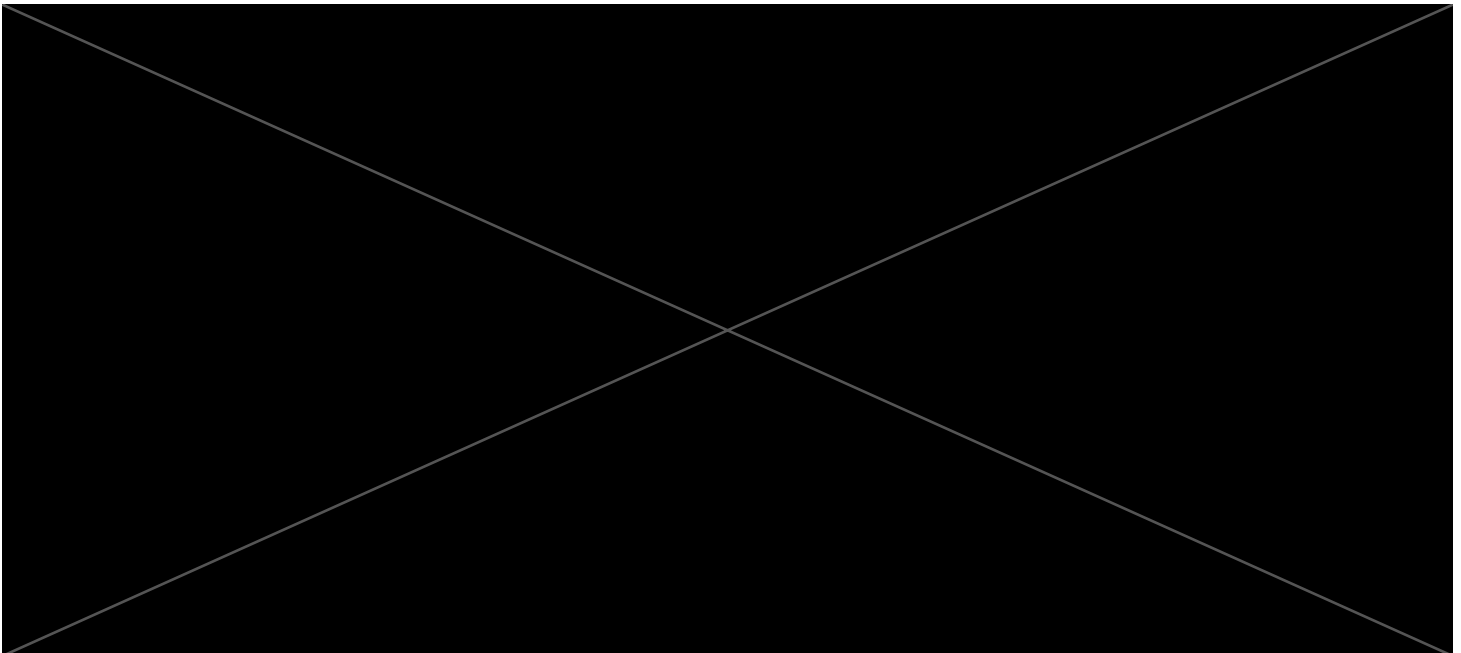
will be available as-needed to any Commonwealth account requiring assistance in demand response participation.

In a yearly performance review with the Commonwealth's Contract Office and Department of Energy, Voltus would plan to utilize our **annual testing of user experience** through NPS scores as a way to validate Virginia site experience.

2.3.3. Demand Response Dispatch Plan

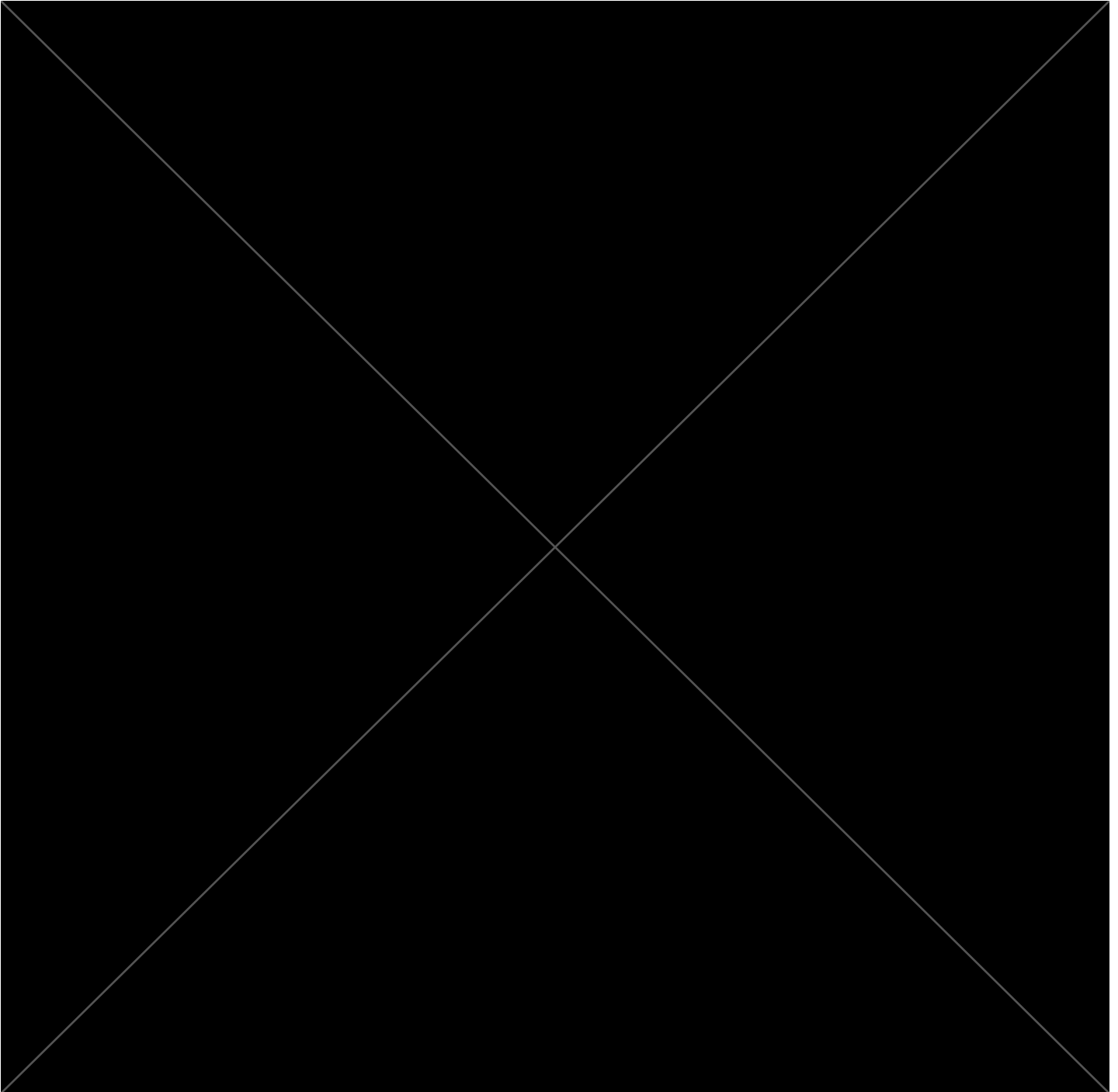
Using a real example, what did game day look like on Dec 23 and 24, 2022 with Voltus?

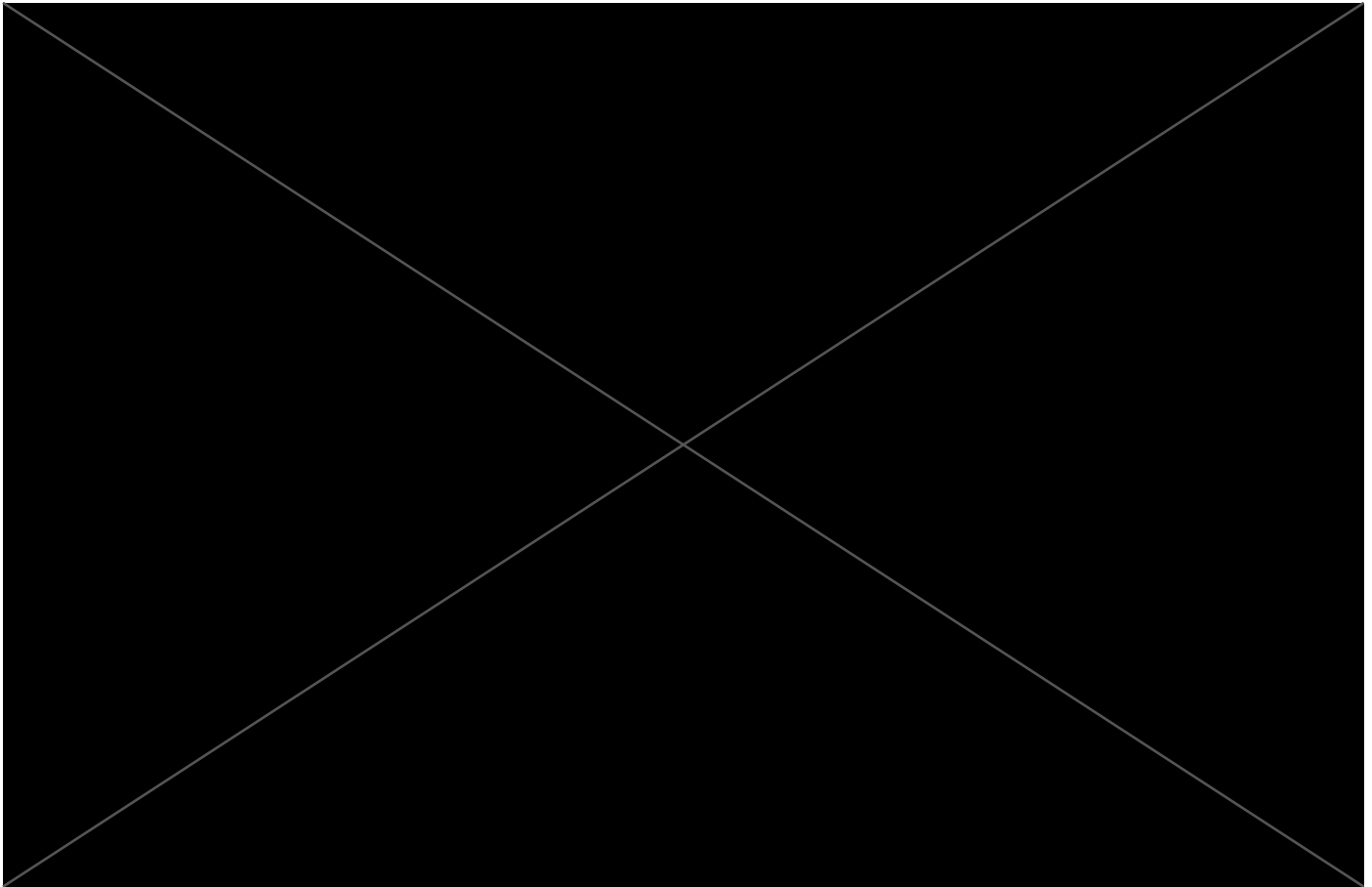
The VoltApp platform provided the needed visibility for customers to understand the PJM System load and Forecast during Winter Storm Elliott on December 23-24th and prepare for a potential ELRP Event.



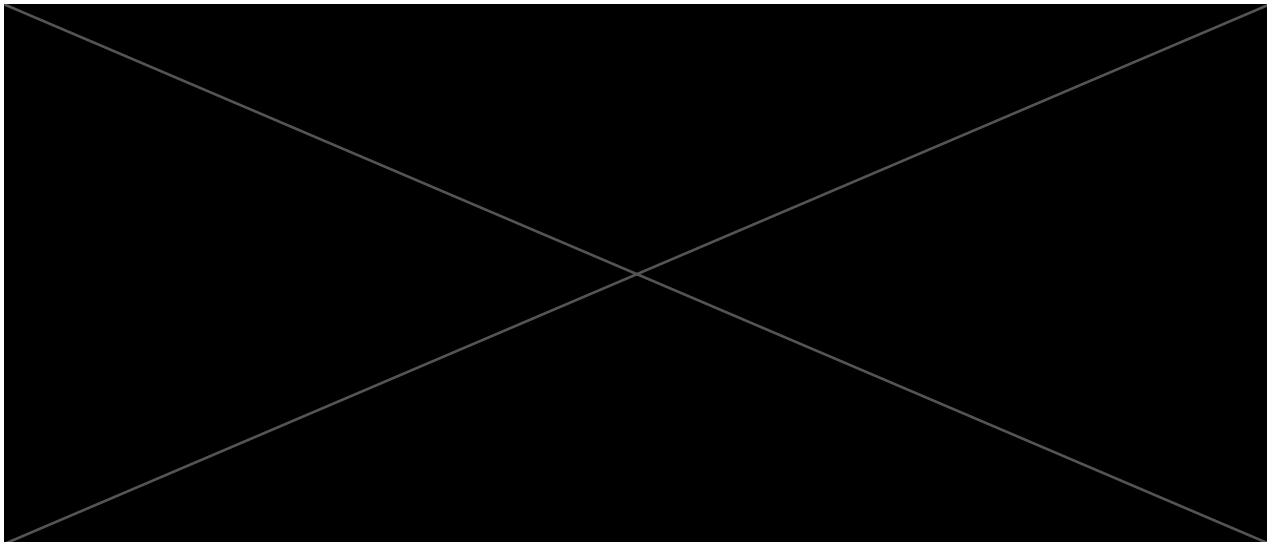
On December 23rd, our portfolio of ELRP customers began to be dispatched. The Voltus dispatch operations team immediately swung into action! All site contacts were notified by text and email as illustrated in the screenshot below. Contacts who are associated with multiple sites received a single text and email listing all the affected sites.

Acknowledgement was done via text (by responding to the notification with a short code) or email (by clicking a "magic link" in the email notification). Voltus tracked dispatch acknowledgements via VoltApp and proactively, and directly, called site dispatch contacts who had not confirmed receipt of the notification. The entire Voltus Team (from leadership down) was involved in customer outreach and monitoring customer VoltApp data to ensure performance.





A coordinated effort of monitoring customer performance coupled with coaching/outreach via Dispatch Operations and The Entire Voltus team resulted in participation improvement during the dispatch. The December 23 event ended late that night. However, the entire Voltus team was “back to work” early December 24 when ELRP was dispatched again!



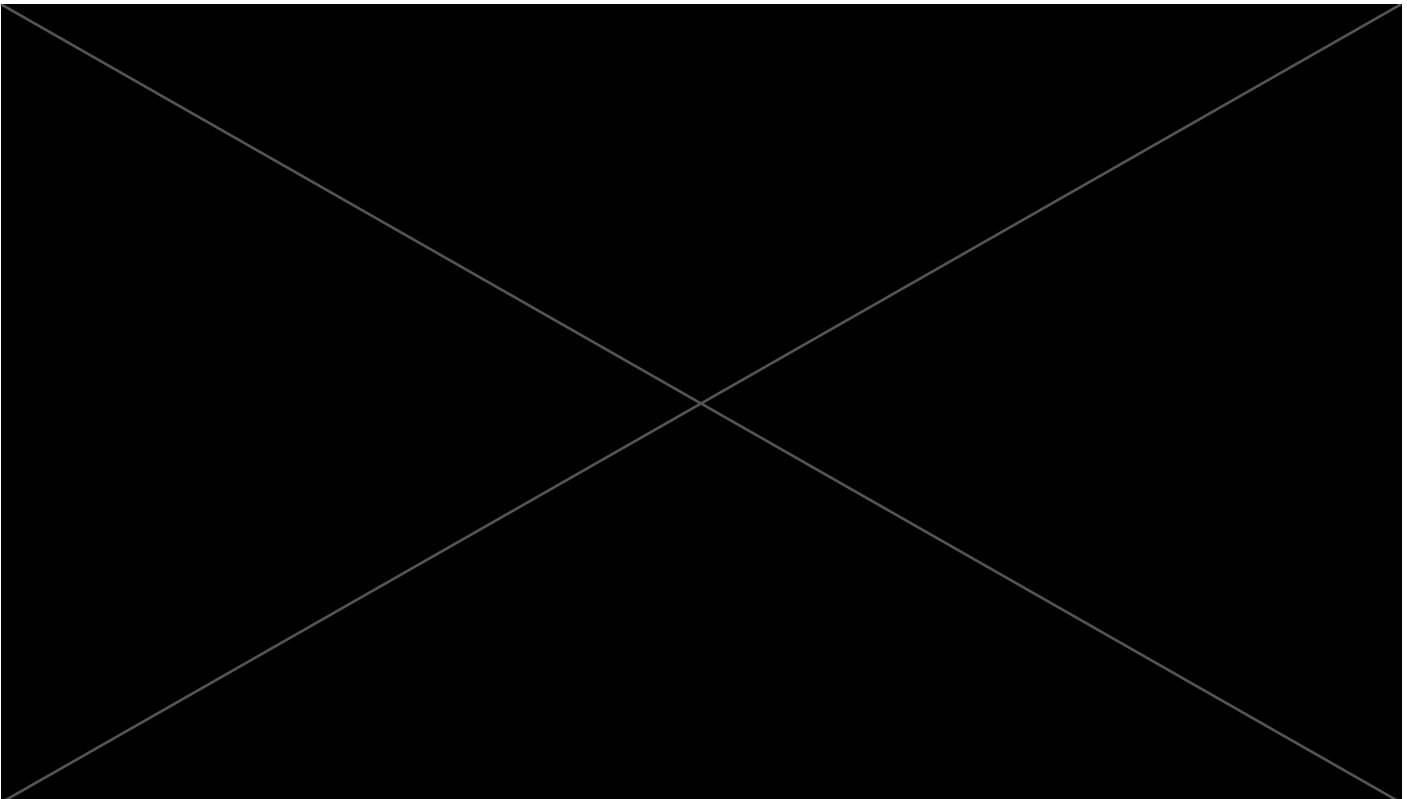
For more information on how seamless the experience with Voltus is, please see **TAB 4.1.3. VoltApp: Voltus's Proprietary Platform.**

2.3.4. Reporting

Our platform, VoltApp, which is discussed in more detail in **TAB 4.1.3. VoltApp: Voltus's Proprietary Platform**, was created to answer three questions participants always have - "How did I perform?", "When will I get paid?" and "How much will I earn?" The Commonwealth of Virginia has the ability to answer all three of these questions in real-time.

Since real-time interval data is available outside of just demand response dispatches, this allows the Commonwealth to use the data in many ways. For example, some customers utilize the real-time dash to review their monthly bills and identify discrepancies. The Commonwealth has the ability to view past dispatches to evaluate what went well and what they can do better to ensure they are capturing the most revenue.

Here is an example of customer performance reporting during Winter Storm Elliott in an ELRP dispatch:



As mentioned previously, VoltApp empowers the Commonwealth to forecast projected earnings in each program, view payment dates and details, and export results.

2.4. Services Summary

2.4.1. Voltus Programs in Virginia

As of the date of this submission, September 29th, 2023, Voltus offers five programs in Virginia. These programs will be described in more detail below, including a quick overview and the operational requirements to participate.

1. Emergency Load Response Program / Capacity Program
2. Peak Saver Program (Transmission Peak Management)
3. Energy Efficiency Program
4. Synchronized Reserves Program
5. Price Response Program / Economic

1. Emergency Load Response Program

Emergency Load Response Program (ELRP) / Capacity Performance (CP) is a traditional demand response program run by PJM.

- The prices in ELRP for the 2023/2024 program year are \$12,492/MW-yr
- A customer must curtail during a 2-hour test each year and in any emergency dispatches
- There are two program seasons, summer (Jun-Oct) + the following May for summer, and Winter (Nov-Apr)
- Historically dispatches are 3 hours long, but dispatches may last up to 12 hours in the summer and 15 in the winter
- Customers have 30 minutes (or 60 or 120 minutes by exception) of notice to respond to a dispatch or test
- Program hours are 10AM-10PM in summer and 6AM-9PM in winter

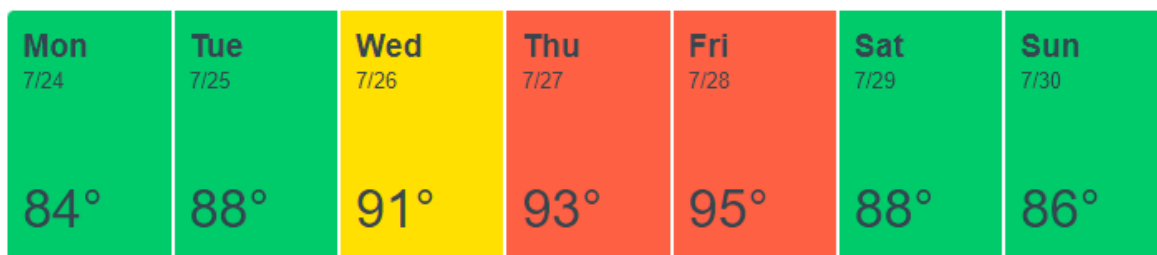
2. Transmission (NITS) Peak Management Program

Voltus's TransCap Peak Saver program reduces a site's Transmission Tag (NSPL), which subsequently reduces their monthly NITS charges.

- We understand that Virginia Tech manages Transmission Charges (NITS) through their participation in a special AEP Tariff. For AEP, these NITS charges account for \$124,000/MW each year.
- AEP is a 1 CP zone (i.e. 1 peak hour annually). We will leverage our Energy Markets team's expertise to reliably, efficiently capture this peak and reduce your NSPL in the fewest hours of curtailment possible.

Voltus will provide VA facilities week ahead notifications detailing the likelihood of a peak hour, which would look like the below image.

The Week Ahead



Likelihood of a Dispatch



Then, Voltus will provide a more granular likelihood the morning of a potential peak hour day.

The Update



Likelihood of a Dispatch



As **an example in Virginia**, we are forecasting a high likelihood that the AEP peak for 2023 (actually measured from 11/1/22-10/31/23) will have been set during Winter Storm Elliot on 12/23/22.

3. Energy Efficiency Goals and Accreditation Program

The Energy Efficiency Program gives a site capacity accreditation in PJM. Accredited capacity is turned into MW that are eligible to be monetized through bilateral transactions or in the annual Base Residual Auction.

- The prices in Energy Efficiency are the same as in ELRP, \$12,492/MW-yr
- Energy Efficiency Resources include installed measures on retail customer facilities that achieve a permanent reduction in electric energy usage while maintaining a comparable quality of service
- Energy Efficiency faces no dispatch or must offer requirements in exchange for

accreditation

In addition to the Energy Efficiency Accreditation program, our goal would be to reduce each facility's energy spend by at least **10%!** How will we do this? Through our Voltapp Technology! Our technology will provide real-time visibility to “change the way” each facility views electricity usage. Data provides the path to evolving Virginia’s energy use.

4. Synchronized Reserves Program

Synchronized Reserves Market (SRM) is a highly customizable program.

- As of 9/1/2023, SRM pays \$38,000/MW-yr in the MAD zone (encompassing Virginia) for a 24/7/365 resource, using a trailing 12-month value
- There are generally 8-12 dispatches annually
- An average dispatch is 11 minutes in duration
- Customers have 10 minutes notice of a dispatch
- The program season is 24/7/365, but customers can choose their own hours of enrollment; revenue increases with hours of participation.

5. Price Response Program / Economic


Price Response (PR) is a program responsive to the variable day-ahead pricing of energy, in which hours of availability are customizable.

- The prices in PR are dependent on a customer’s “strike price” (example: \$200/MWh) and hours of availability
- Dispatches and event duration will vary depending on the strike price desired
- Customers have day-ahead notice on curtailment expectations given pricing changes
- The program season is 24/7/365, but customers can choose their own hours of enrollment; revenue increases with hours of participation

An **example** of Price Response (PR) value during the Winter Storm Elliott (WSE) dispatch:

The Commonwealth should have earned \$24,000 for every megawatt that performed in the Winter Storm Elliott dispatch. Had your accounts been enrolled in Price Response, Voltus could have stacked **double** this revenue through similar curtailments. Using the days around WSE, the 23-27th, PR payments would have doubled the Commonwealth’s revenue in ELRP by MW.

Let’s compare on a megawatt basis:

- ELRP Capacity value = \$2,000/MWh * 16 hours * existing 75% split * 1MW
 - \$24,000
- PR value (23-27th) = \$280 avg hourly price * 104 hours *  * 1MW
 - (16 hours removed for the ELRP dispatch)

In short, by enrolling with Voltus in Price Response the Commonwealth can capture significant revenue from price spikes even when the ELRP program is not actively dispatching!

An **example of missed revenue** in the Sync Reserves (SRM) program:

Voltus read about

			Additional Value with Voltus
Year	Projects	KW enrolled	Missed additional SRM revenue
2017	16	358.19	\$4,259.49
2018	15	345.76	\$7,247.11
2019	13	342.76	\$3,543.64
2020	8	128.12	\$1,399.07
2021+	2	38.36	\$2,043.47
			\$18,492.78

In short, stacking additional programs would have earned the City of Virginia Beach an additional \$18k!

With Voltus, we will maximize Virginia's revenue.

Voltus is continuously launching new programs and there will be new opportunities available to the Commonwealth regularly during our partnership.

2.4.2. Colleges of Virginia: Engagement Plan

On top of expanding demand response in Virginia's higher education institutions, Voltus plans to partner with them to bring Voltus's energy expertise to students on these campuses.

The Voltus Executive Team would be happy to **visit Virginia colleges on-site** for guest lecturing and recruitment opportunities. Whether that would be our Chief Product Officer, Dana Guernsey speaking to UVA's Darden School of Business or our Chief Regulatory Officer (and former/longest standing Chairman of the Federal Energy Regulatory Commission) Jon Wellinghoff presenting to law students at George Mason's Antonin Scalia Law School, we would like the Commonwealth to benefit from the collective experience and expertise of our team.

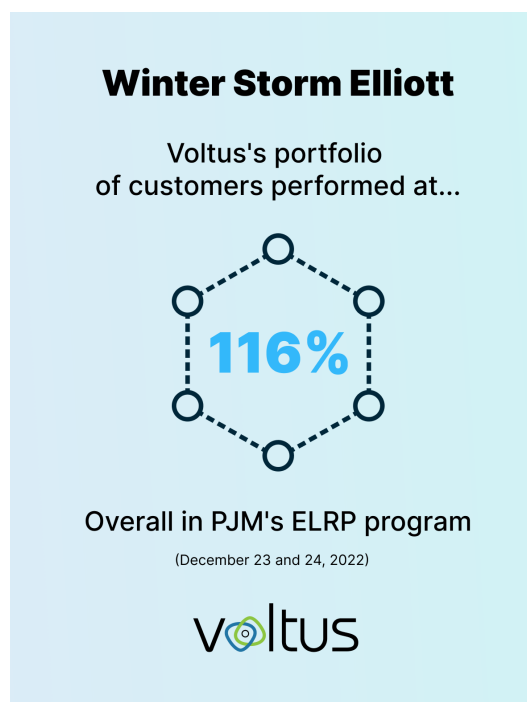
Voltus has previously spoken on the campuses of the College of William & Mary, Howard University, Columbia, Dartmouth, and more. We are even happy to have counted a William & Mary student intern on our team last summer. With a Virginia partnership, **we will expand recruiting on Virginia college campuses** to add interns from other schools, as well.

2.4.3. Winter Storm Elliott (WSE)

Performance factor in last year's ELRP dispatch should be top-of-mind as the Commonwealth chooses its demand response provider.

Voltus performed at **116%**. We all have stories of quickly logging back into work on Friday, December 23, at 6pm. Personally (Caleb Rogers speaking), I was in the Chick-fil-A drive through line when the ELRP dispatch hit. I started immediately calling my customers right there in line and helped them manage the dispatch for the next few hours, including confirming on our platform that all of our system integrations were working correctly.

We know the Commonwealth did not perform at 116%, but less than 100%. The value lost from a 90% performance factor is detailed in **TAB 3.3**, which describes how over **\$150k was missed**.



Here is an **example** of another disappointing Winter Storm Elliott dispatch:

[REDACTED] nominated for [REDACTED] year-round, even though [REDACTED] had a lower electric load in the winter. The approach lacked attention to detail and resulted in “underperformance” during the December 23-24 ELRP dispatch. Your current provider even **penalized** [REDACTED] because of underperformance. When their ELRP contract came due at the beginning of the year, Voltus was able to show our commitment to customers through our recent 116% performance factor. [REDACTED] decided at the end of April that Voltus was the better choice for them.

Prior to WSE, the ELRP had not been dispatched since 2014. However it was *critical* to be ready to perform on game-day. Actually reducing energy earns revenue, yes, but let us not forget the reason energy reductions become so critical. Without the ELRP dispatch, rolling blackouts would have caused significant economic and physical harm. We want the Commonwealth to have a dependable partner in demand response. On game-day, Voltus shows up.

TAB 3: Voltus Qualifications & Experience

3.1. Summary of TAB 3

The following table highlights the requested information for TAB 3 and direct responses, or what section the Voltus response is noted:

Request	Sub-section of Response
a. Firm’s primary business address and office locations	2443 Fillmore Street, #380-3427, San Francisco, CA 94115
b. Days and hours of operation	24/7/365
c. Ownership structure	Privately-held
d. Organizational chart	TAB 3.4
e. Website address	www.voltus.co
f. Year firm was founded	2016
g. Mission statement and/or company goals	TAB 3.2

Request	Sub-section of Response
h. Similar work with public or private entities	TAB 3.6
i. Resumes and experience of personnel to be assigned to the project	TAB 3.4
j. Describe your firm's approach to support the Commonwealth with curtailment services during a declared emergency	TAB 2.3.3
k. Confirm that your firm has the ability to provide demand response program in place using a CSP through PJM interconnection to coordinate this activity for the Commonwealth	Confirmed.
l. Describe the response procedure to customer complaints and service issues	TAB 4.2
m. Describe the customer satisfaction evaluation method	TAB 4.3
n. Provide detailed information regarding ten (10) clients that are currently participating in PJM demand response services program. Four (4) of these clients must be included in Attachment C Vendor Data Sheet.	TAB 3.6
o. Provide a list of all clients lost within the last three (3) years	TAB 3.7

3.2. Company Profile



Today, Voltus currently operates with 275 employees worldwide and was named the second fastest-growing energy technology company in North America according to Deloitte's Fast 500 in 2021.

Back in 2016, we were founded to reinvigorate innovation in demand response to better serve sophisticated customers like The Commonwealth of Virginia. Our Leadership Team has been shaping the demand response industry for 20+ years.

Voltus has grown rapidly over the last seven years to deliver on its mission of "better energy, more cash." We've learned one key lesson: customers participate in demand response for economic reasons. Maximizing the revenue from DERs' operational flexibility, however, requires innovation in technology, business model development, and regulatory advocacy.


3.3. Voltus Differentiation

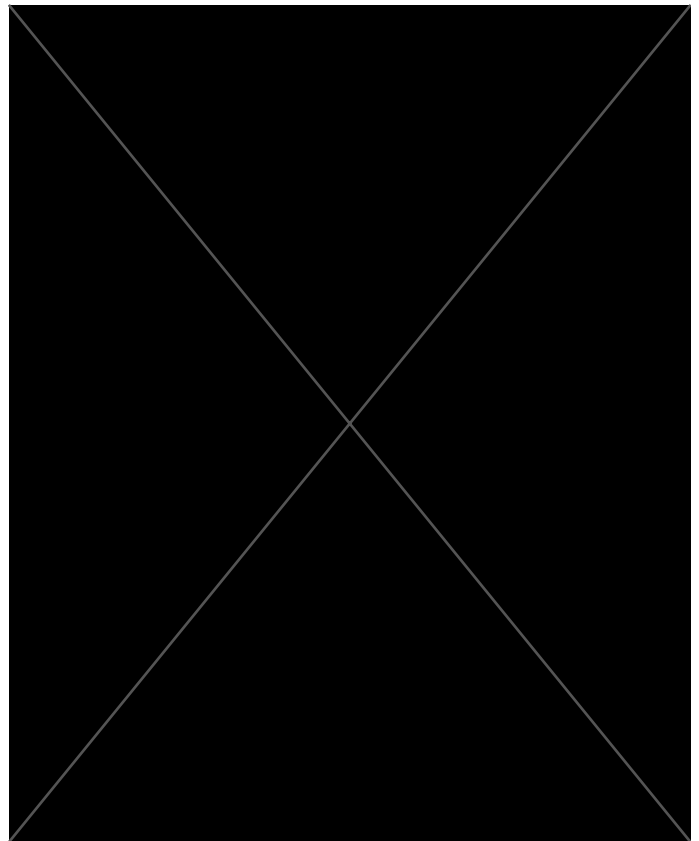
Voltus will provide the most value of any Curtailment Service Provider (CSP) to the Commonwealth. We will deliver this higher revenue through four additional items of differentiation: **aggregating account performance, stacking programs, right-sizing nominations, and our technology.**

Plus, Virginia will already earn more through a higher, **91%**, split that earns the Commonwealth an additional . Combining these other four items results in significant additional value. Over  can be earned in Virginia's demand response participation yearly. Here's how:

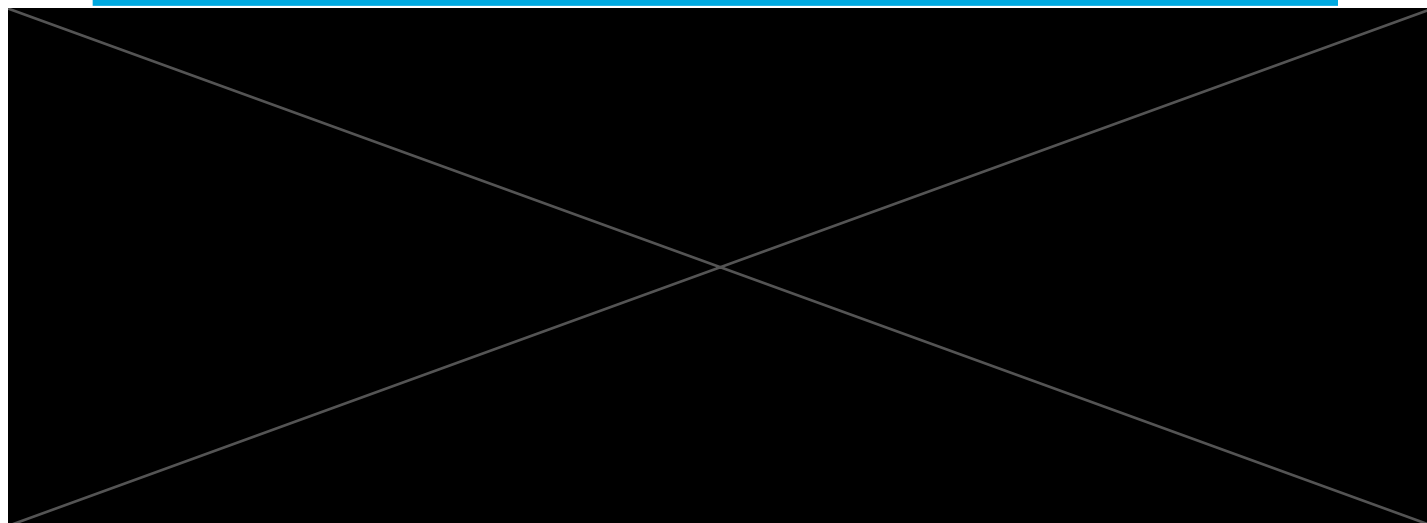
1. Aggregating Account Performance

The Commonwealth's 180 MW portfolio is full of differing accounts by size. Voltus is capable of aggregating performance across this portfolio of customers, so that the sites that overperform in an event can balance out those that underperform. This means more revenue to Virginia accounts through achieved nominations.

In the case of Winter Storm Elliott, the Commonwealth **missed**  by only achieving a 90% performance in the ELRP dispatch. With Voltus demonstrating a 116% factor, this revenue will not be missed in the future.



Here is a numerical **example**: consider a situation where the Commonwealth has three accounts all nominated for one (1) megawatt in the ELRP program (current value \$12,492/MW-year) at the current 85% split. In a recent dispatch, the three accounts performed at 0.5 MW, 1 MW, and 1.5 MW. Below are two (2) payment scenarios demonstrating the power of aggregation with Voltus.



Scenario 2 w/ Voltus			
	Account 1	Account 2	Account 3
Nominated (MW)	1	1	1
Performed (MW)	0.5	1	1.5
Total Nomination (MW)	3		
Total Performance (MW)	3		
Paid to Commonwealth:	\$31,855	for FULL performance through aggregation	
Paid to Voltus:	\$5,621	for FULL performance through aggregation	

In both examples, the total paid by PJM is \$37,476. With Voltus, the Commonwealth recognizes a **50%** increase in revenue through Voltus's aggregation capabilities.

2. Stacking Programs

Synchronized Reserves and Price Response (PR) are perfect additions to large facilities (example: college campuses and wastewater treatment facilities) with building management systems, where Voltus has deep expertise building controls integrations.

TAB 3.6 below describes how our customers in Virginia are already earning more in these programs. Today, **39%** of Voltus's portfolio in PJM participates in multiple programs. Voltus will work with Virginia sites to make sure we don't leave any money on the table.

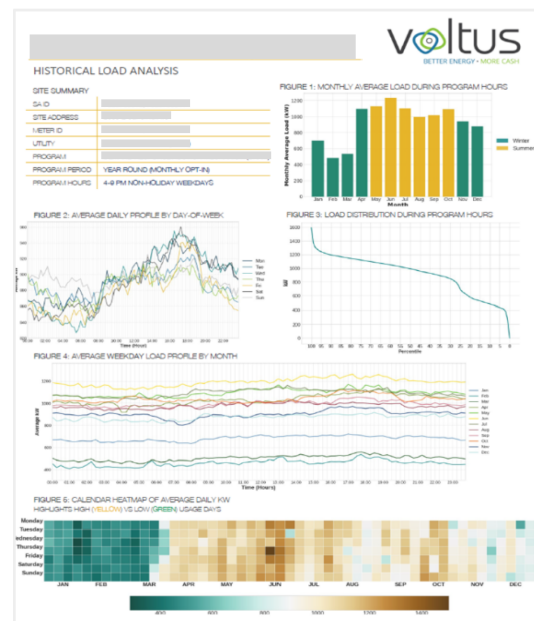
Similarly, our Peak Saver program is a cost-free, no-risk opportunity for institutional organizations to reduce their demand charges. By not managing NITS charges, Virginia sites in the western part of the Commonwealth who are on Appalachian Power's tariff are exposing themselves to **significant capacity prices, about \$124,000/MW**. For instance, enrolling only 10MW into the Peak Saver program would net savings to Virginia of [REDACTED].

Based on our experience with similar facilities, we are also conservatively estimating that 18% of Virginia's portfolio is eligible for SRM and 15% for PR, or 33 and 30 MW, respectively. Our Virginia team would visit these eligible accounts to discuss additional revenue. That would mean additional revenue of [REDACTED] in SRM and [REDACTED] in PR.

Collectively, with only this subset of Virginia's full portfolio participating as a starting point, the Commonwealth would **earn [REDACTED] in additional revenue.**

3. Rightsizing Nominations

Voltus's technology insights coupled with our market expertise allow us to uncover additional revenue for our customers. With interval data, our team works to rightsize kilowatt nominations to ensure that our partners are not leaving revenue on the table through unintentional underperformance or undersized nominations. The Commonwealth's portfolio will be evaluated regularly to ensure each account's curtailment plans are feasible and Firm Service Loads (FSLs) are accurate during performance, unlocking additional revenue for the state of Virginia. Assuming a conservative 10% increase in Virginia's portfolio through rightsizing, an additional [REDACTED] **is available.**



As an **example** of the value of finding correct nominations, Voltus recently won a competitive ELRP deal in New Jersey with a leading producer of crushed aggregates. Their previous CSP had only registered the site's nomination at 500kW, which would equate to \$6,246 gross revenue using 2023 value.

After signing with Voltus, we recognized the site's nomination could be increased for more revenue. With their performance of 1,979 kW in the ELRP test of 2022, their new commitment increased to a slightly more conservative 1,702kW. With this increase, revenue grows to \$21,261 through participation with Voltus, a **340%** increase!

On average, customers earn 2X with Voltus due to better data management - we use the data provided through VoltApp to right-size site baselines and maximize earnings.

Finally, Voltus differentiates itself through convening energy experts for conversations on the future of our industry. On April 25th, we hosted a panel discussion, the Future of Energy Summit, in Leesburg, Virginia with two former Federal Energy Regulatory Commission Chairmen, Jon Wellinghoff and Neil Chatterjee, and U.S. Congressman Sean Casten. This expert panel addressed rising electric rates, transmission challenges, and methods to expand demand response. **Walid, formerly of Virginia's Department of Energy, was kind to join us at the Future of Energy Summit!** The discussion we held was open to the public, as Voltus recognizes our duty to educate the public on energy topics affecting us all. We plan to hold similar discussions in the future to continue this work.

3. Our proprietary technology - VoltApp

Please refer to **TAB 4.1.1. VoltApp: Voltus's Proprietary Platform.**

3.4. Partnership Team

We hire people who are *Bright, Gritty, and Good*. We hire *Bright* because energy markets are complicated and because you just can't train for raw intelligence. We hire *Gritty* because there is no substitute for hard work, for passionate perseverance, for self-initiative, for commitment, for a need to finish the job. We hire *Good* because we want to be surrounded by human beings who make us better people.

The team that Voltus has assigned to support the Commonwealth's success consists of industry-specific subject matter expertise, market-specific regulatory expertise, and local technical and integration experts who will deliver customer delight and local responsiveness. And they are **excited to partner with the Commonwealth of Virginia!**



Caleb Rogers – Sales Director. Caleb Rogers is a dedicated energy consultant serving sophisticated customers across the US. Caleb got his B.A. from the **College of William & Mary** and lives in **Williamsburg**.

"I'm a Virginian. Providing the most value to public facilities is personal to me, so I can't wait to partner with the Commonwealth!" - Caleb



Desniq Campbell – Sales Director. Des is another Virginian member of the Voltus team, focused on the PJM market from **Richmond**. Des has multiple customers in Virginia, including the University of Richmond. Des received his B.S. from **Virginia Commonwealth University**.

"Richmond is my home. I went to school here, got married here, and I can't wait to serve Virginia from here. Go Rams!" - Des



Jeff Mills - Regional Sales Manager. Jeff will support Caleb and Des with overall management responsibilities. He joined Voltus with extensive experience in heavy industrial power generation. This experience coupled with his vast PJM market knowledge will help optimize Demand Response revenue and energy usage for Commonwealth locations.

"The opportunity to partner with Virginia is truly exciting for my team. We will work tirelessly to ensure you capture all the available revenue." - Jeff



Karl Wiley - Field Engineering Manager. Karl Wiley brings nearly a decade of experience in the energy industry. He'll work with your facilities to ensure they have real-time data visibility, a rock solid plan for curtailment, and everything they need to be successful in his markets. Karl takes pride in the success and experience of his partners.

"As a Virginia Tech fan, I look forward to meeting your teams!" - Karl



Emily Orvis - Vice President of Energy Markets. Emily leads Voltus's Energy Markets team. She has extensive experience in the distributed energy resource space and will utilize this to balance Virginia's diverse portfolio. Emily lives in **Arlington** and has a B.A. from Columbia and MEM from Yale.

"Voltus will do more than our competitors to find and maximize revenue from every curtailable kilowatt Virginia can provide." - Emily



David Aitoro - Energy Markets Manager. David Aitoro leads the team that manages Voltus's participation in all PJM market programs. He will optimize your participation to ensure you're getting the most dollars in the fewest hours of curtailment. David joined Voltus after receiving his MBA and MS in Environmental Sciences from Stanford University.

"I'm excited to work with the Commonwealth to help save the planet, keep the lights on, and put more money into the pockets of all Virginians!" - David

Voltus Leadership



Gregg Dixon
CEO & Co-Founder



Matt Pante
President & Co-Founder



Dana Guernsey
Chief Product Officer &
Co-Founder



Neil Lakin
Chief Technology Officer &
Co-Founder



Laurie Harrison
Chief Legal Officer



Jon Wellinghoff
Chief Regulatory Officer
& Former FERC Chairman



Michael Groeninger
Chief Financial Officer



Todd Krause
Chief Revenue Officer



Stephanie Hendricks
SVP, Operations & Customer
Success



Kelly Yazdani
VP, Marketing



Carey Albertine
VP, People & Culture

Voltus has the most experienced and successful leadership team in the industry, having brought over 10,000 MW of DERs to market.

A few additional profiles of the Voltus Leadership Team that will be supporting your success are included for your reference. **Dana, Kelly, and Jon are specifically interested and dedicated to this opportunity.**



Dana Guernsey – Chief Product Officer. Dana has dedicated her career to pursuing a cleaner energy future and smarter, more affordable electric grid. As Chief Product Officer, she leads the development of Voltus’s technology-enabled DER platform, which connects Voltus’s customers and technology partners to the value that they can extract from electricity markets, while at the same time contributing to a more decarbonized and resilient electric grid.

Before Voltus, Dana led go-to-market strategies at Ambri, an MIT spinout company commercializing batteries for large-scale energy storage on the electric distribution system. Prior to that, she was the Director of Energy Markets at EnerNOC, where she led a world-class team responsible for the profitable management of the company’s complex portfolio of nearly 10,000 MW of demand response assets, covering dozens of wholesale electricity markets and regulated utilities across North America, Europe, Asia, and Australia.

Dana holds a BA & BE in Engineering from Dartmouth College, in addition to a Master’s in Engineering Management, Energy and Business also from Dartmouth College.

“I loved meeting Walid at lunch and want to follow through on my offer to give Virginia a direct line of feedback on product ideas!” - Dana



Kelly Yazdani - VP of Marketing. Kelly joined Voltus to combine her passion for go-to-market strategy with clean energy innovation. Kelly has a talent for taking the complex world of distributed energy resources and distilling it down in a way that’s engaging and approachable for prospective customers. Kelly loves partnering with the sales team to drive efficiencies in the sales process and helping every Voltan achieve personal and professional success.

Bringing more value to the Commonwealth of Virginia is deeply personal for Kelly. Kelly has lived in Northern Virginia since graduating from Dartmouth College with a B.A. in Chemistry and Environmental Studies in 2005. She currently resides in the Town of Vienna with her

husband and three children, Noah, Ella, and Violette, who attend Fairfax County Public Schools. Kelly is a member of the Parent Teacher Association for both Marshall Road Elementary School and Luther Jackson Middle School and enjoys spending her free time volunteering at school and Town events.



Jon Wellinghoff – Chief Regulatory Officer. Jon received two Presidential appointments to serve as a Commissioner on the Federal Energy Regulatory Commission (FERC) for a total of seven years, and he was the longest serving Chairman of that 1,500 person agency (5 years). During his FERC tenure, he led efforts to make the U.S. power grid cleaner and more efficient by promoting and integrating renewable energy, demand response, energy efficiency and storage.

He championed FERC's landmark Order 1000 which required grid operators to integrate solar and wind resources into the network, created FERC's Office of Energy Policy and Innovation to promote new efficient technologies and oversaw the development of the Office of Energy Infrastructure Security focused on cyber and physical security of our Nation's energy security assets.

Jon has written extensively and been published on numerous subjects related to energy policy and practice in such publications as the Energy Bar Journal, Public Utilities Fortnightly, and Greentech Media. He has lectured on distributed energy resources, energy market reform, and emerging grid structures at Stanford, MIT, Harvard, Princeton, the Beijing Energy Club among other venues. Wellinghoff received a B.S. in Mathematics from the University of Nevada, Reno, a M.A.T. in Mathematics from Howard University, and J.D. from Antioch School of Law. He currently calls Berkeley, California home.

Learn more about the Voltus Team and culture on our [website](#).

On top of the Voltus team, Virginia would also benefit from our broad-ranging network of channel partners. As an example, we are proud to be partnered with **Johnson Controls (JCI) in demand response**.

Via partnerships with Building Management System (BMS) solutions providers like JCI, Voltus automates building's participation in various demand response programs. By integrating Johnson Controls OpenBlue™ Enterprise Manager with the Voltus platform, the companies will optimize the use of customer DERs to deliver cost savings, revenue generation, and tenant comfort. This integration will reduce customers' time-to-market, automate their participation, and increase their revenue and savings opportunities.

3.5. Litigation Summary

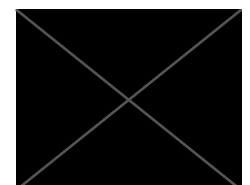
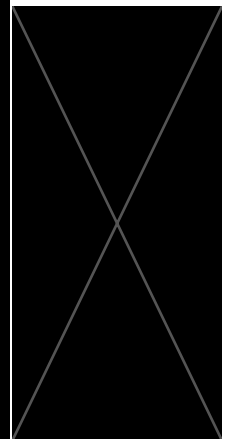
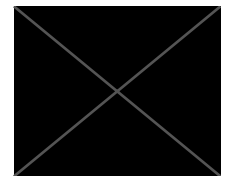
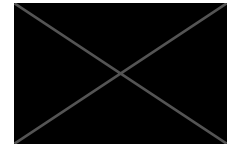
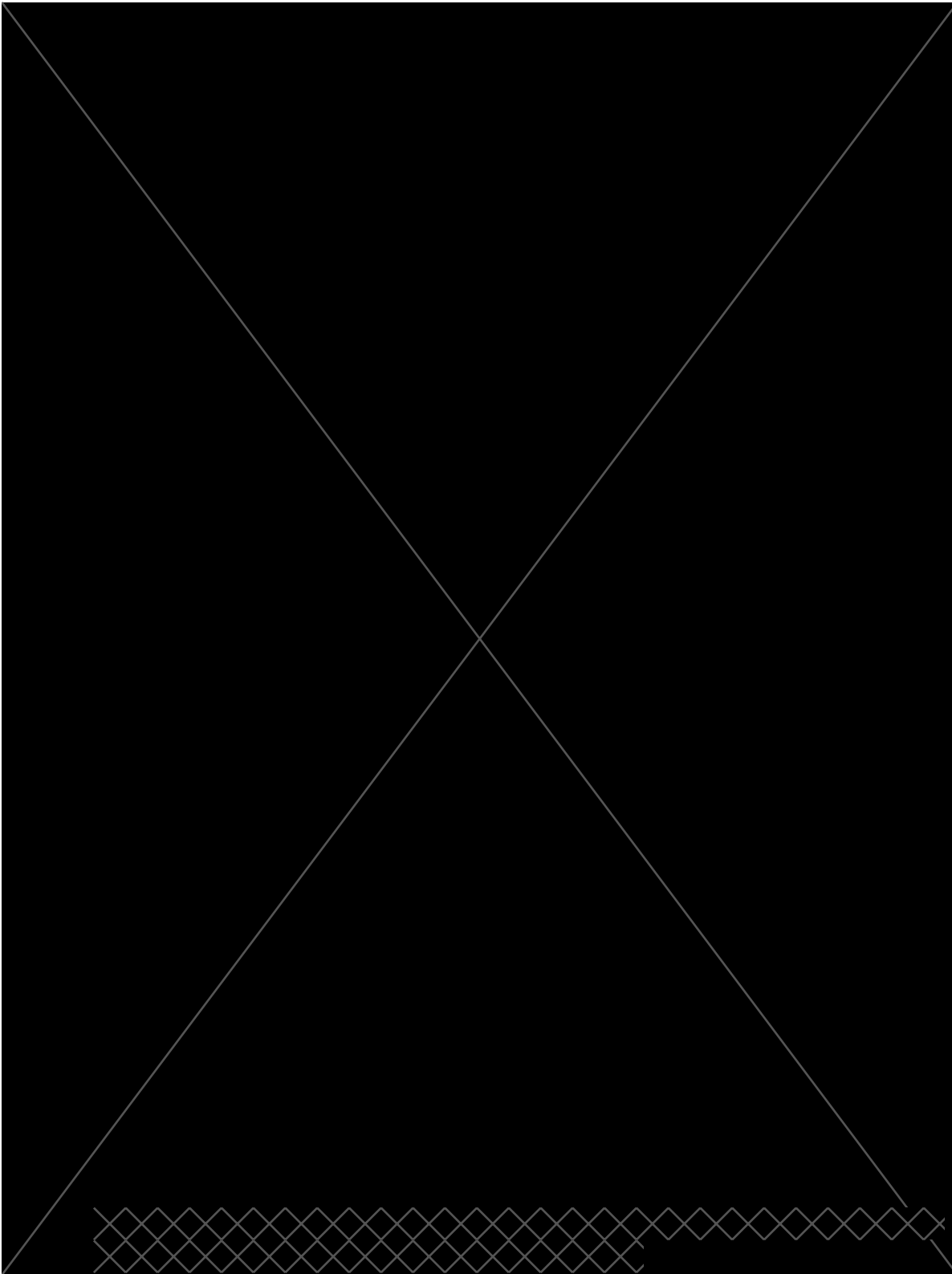
The Company is not currently a subject of any material litigation.

3.6. Ten Current PJM Demand Response Participants

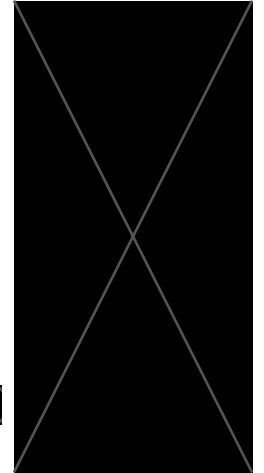
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[REDACTED]



[REDACTED]

[REDACTED]

3.7. Lost Clients

[REDACTED]

[REDACTED]

[REDACTED]

TAB 4: Additional Information

4.1. Voltus Added Value and Additional Opportunity

4.1.1. VoltApp: Voltus's Proprietary Platform

Summary

Our platform, VoltApp, allows you to monitor your demand response performance in real-time, evaluate past performance, transparently view hourly settlement earnings, forecast earnings from each program, and calculate the carbon emissions avoided by your participation.

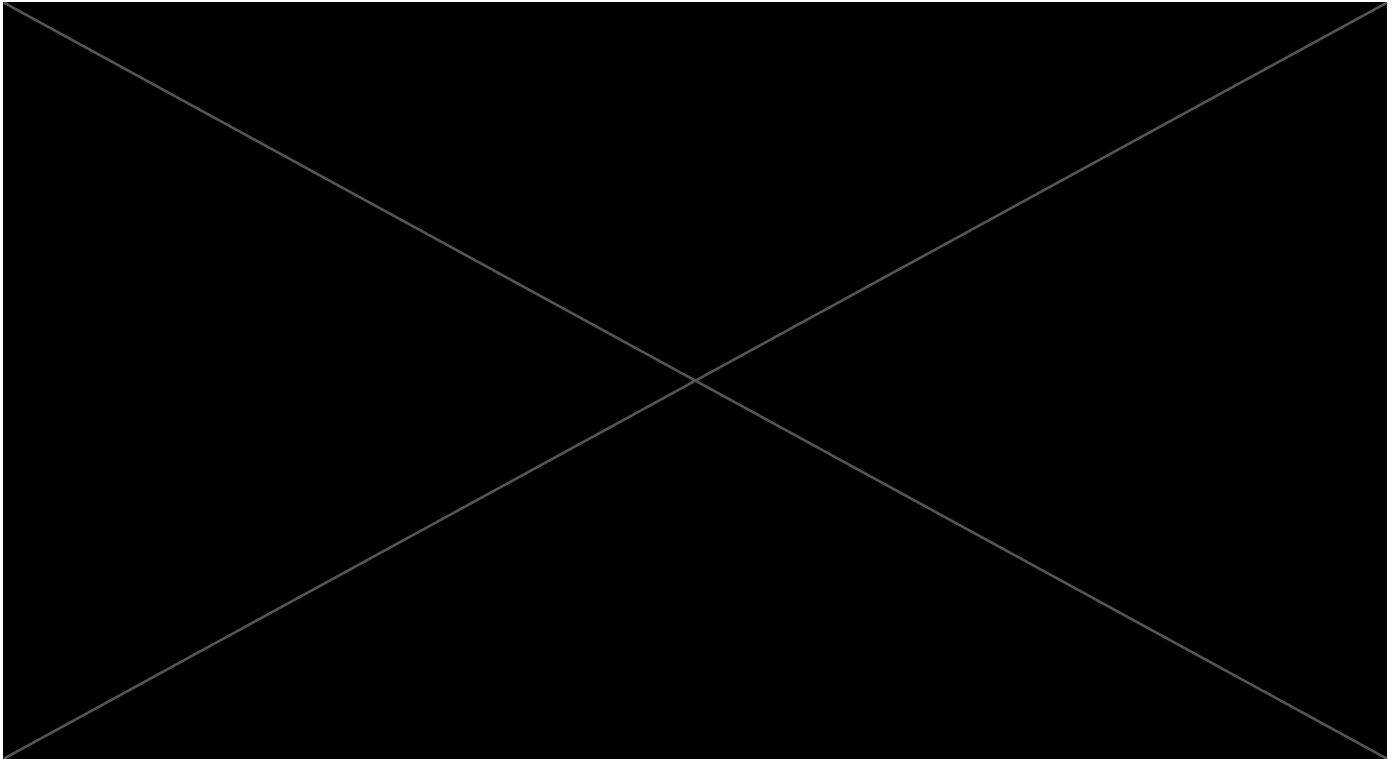
We pride ourselves on our aggregation capabilities for a portfolio of sites and other BTM load resources. We enable large portfolio owners, like The Commonwealth of Virginia, to enroll their managed sites in utility programs and wholesale electricity markets via Voltus's technology platform, VoltApp.

Key elements of the Voltus technology platform:

- Voltus's cloud-based DER technology platform, VoltApp, orchestrates the complex interplay between sites, DER assets, and electricity markets to optimize performance and maximize revenue for customers. VoltApp will facilitate monetary transactions with energy markets, site participants, and The Commonwealth of Virginia. VoltApp processes thousands of transactions per month with all nine wholesale power markets and the thousands of customers with which we partner.
- Voltus's proprietary metering and direct-load control technology, the Voltet, enables revenue-grade settlement in every wholesale market, including for fast-response programs, addressing 99% of legacy and modern IoT systems
- Voltus's API platform enables our partners to enroll their sites with existing real-time monitoring in wholesale electricity market flexibility programs, receive DR event dispatch signals in near real-time, and provide energy demand data required to settle performance with grid operators. We have the potential to implement automation of demand response curtailment scripts, exchange utility meter data, and identify equipment failure associated with utility power quality.
- AWS-hosted software and data analytics platform optimizes DER dispatch, delivering real-time control and insights to unlock and optimize economic value of each DER asset and aggregation.

Portfolio

VoltApp provides a view into total forecasted earnings, forecasted earnings by demand response program, historical average performance, registered sites and registered kW, and avoided carbon emissions by participating in DR.

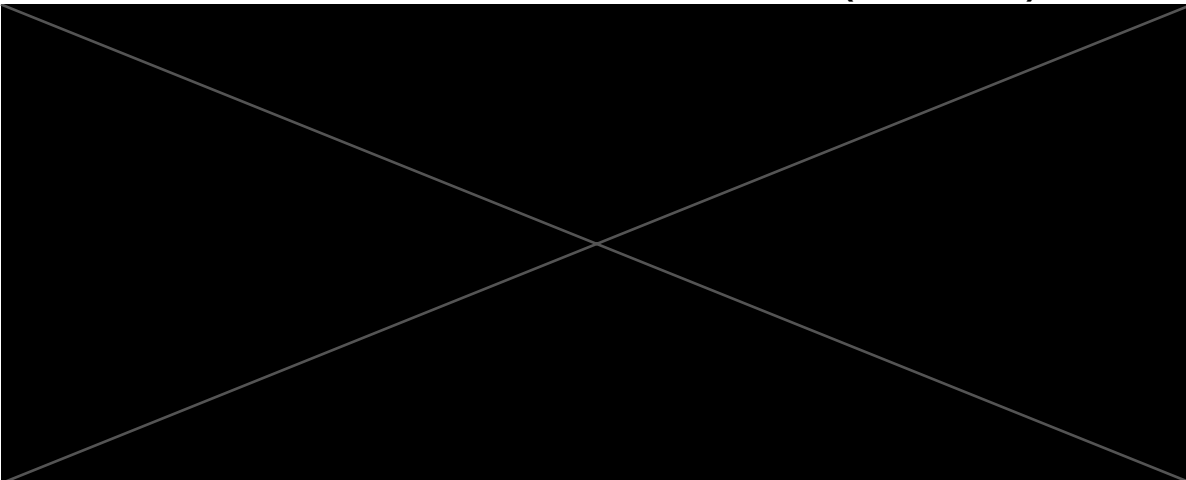


Financial Transparency

Our financial dashboard, CashDash, shows forecasted, disbursed, confirmed, and paid earnings. It provides a unified DER transaction settlement experience, with the following functionality:

- Allows customers and partners to manage the flow of funds from the market to the individual assets
- Connects to and settles financial performance with each market, detailing earnings for each asset in each hour of participation
- Customers and partners can forecast, audit and report on the value of DERs across their entire portfolio

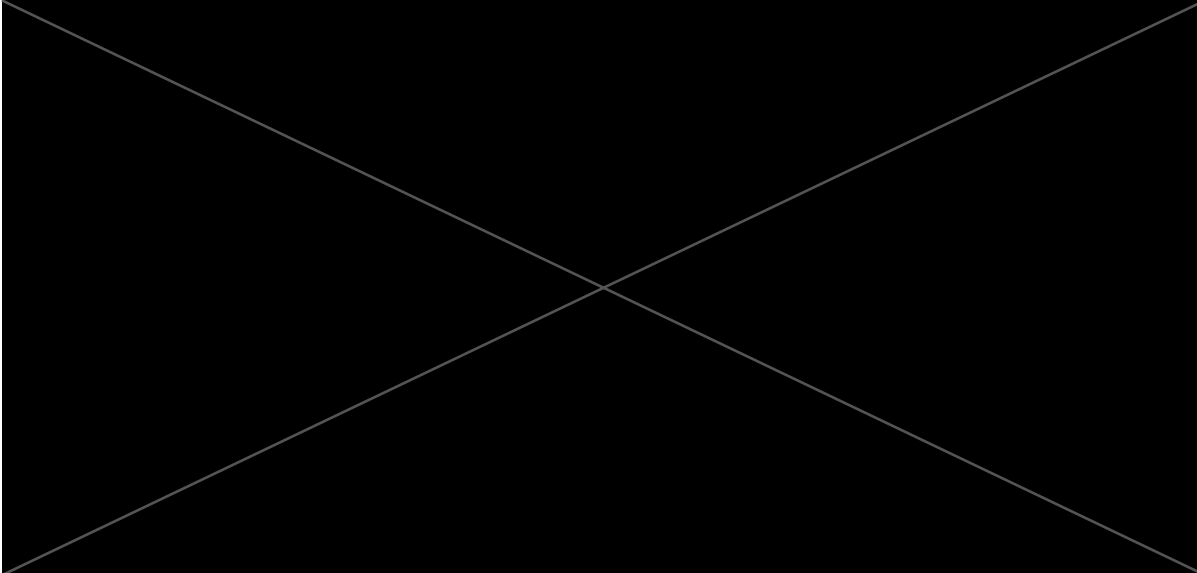
VoltA view of cash saved earned and disbursed ("CashDash")



In addition, all payments are managed transparently in the platform:

- Fully digital payment processing with detailed payment status helps customers and their accountants know what they are earning and when
- Easy ACH enrollment

Voltus handles all M&V, settlements and payments with energy markets and utilities on behalf of its customers and partners.

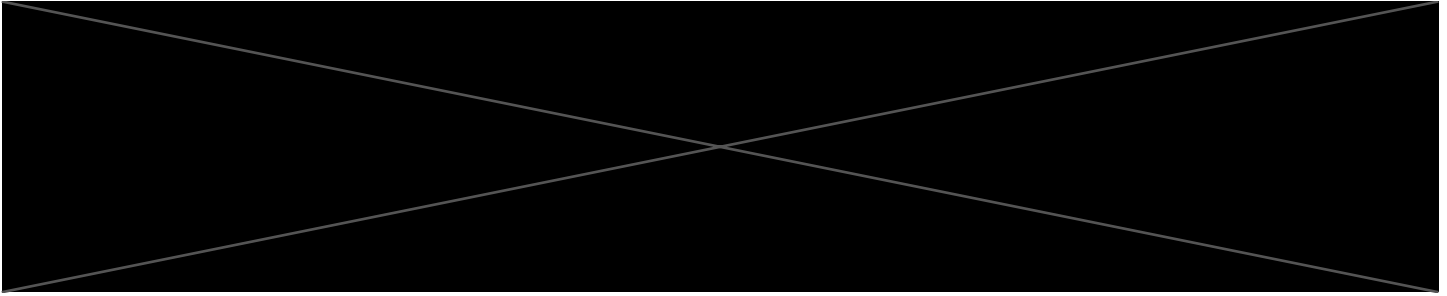


Voltus handles all M&V, settlements and payments with energy markets and utilities on behalf of its customers and partners.

We automatically ingest and process millions of energy interval data points through our real time infrastructure, in addition to utility data fetched through ShareMyData, the industry standard for customer utility data sharing with third parties. Our built-in performance engine uses this data to generate revenue-grade baselines and performance calculations.

VoltApp Real-Time Operations Center

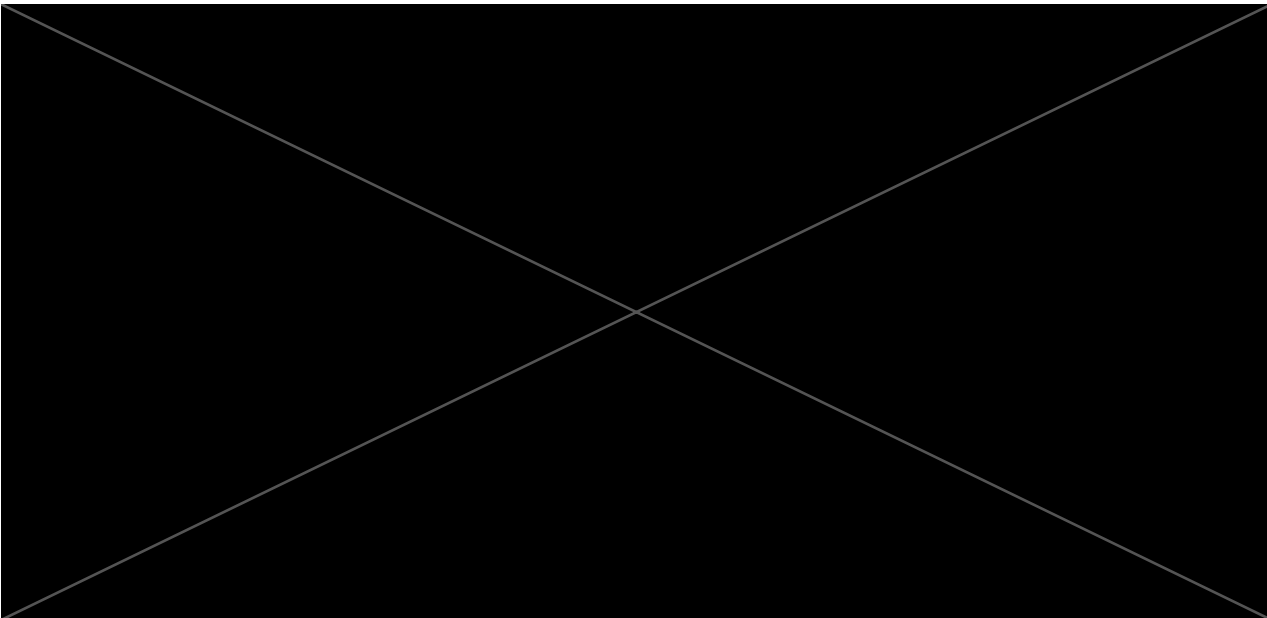
We also built our 24/7/365 operations center to manage thousands of DR dispatches per year in every market and program. We've found that our partners face many of the same challenges as we do when managing performance during dispatches. The Commonwealth will have the support of Voltus's real-time operations center, in case any dispatch-time questions or challenges arise. Additionally, our team proactively monitors the health of all of our system integrations to ensure they are responding to dispatches as expected.



Real-time Energy Monitoring

Voltus makes real-time energy data available to our partners through our platform by capturing energy data in 30-second intervals to deliver “meter to screen” visibility. Further, when a dispatch is received, the VoltApp market rules engine calculates accurate baselines and performance targets for every metered asset. Before and during the dispatch, the performance target is displayed in the VoltApp dashboard, along with real-time demand, to give real-time feedback on asset-level performance, as well as a summary view across all metered assets or devices.

VoltA Real-Time Monitorin Exam le durin Dis atch



CO₂ Emission Avoidance

We know sustainability is important to the Commonwealth. Voltus's platform offers the Commonwealth visibility into the avoided emissions impact of their DER program participation. Access to emissions data will identify new ways for customers to leverage load curtailment and ideally, automated load shifting, to directly impact environmental challenges and maximize emissions reductions. Read more via this press release [here](#).

Voltus's customers can:

- See the total marginal CO₂ emissions avoided through DR participation for a specific time period
- See an estimate of equivalent actions for emissions
- Download a PDF report
- Explore educational content about the feature

Calculating CO₂ Impact

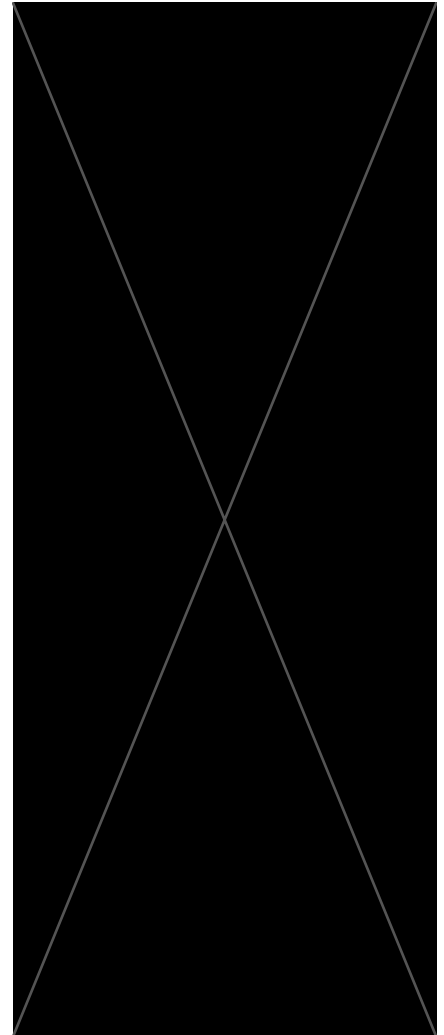
The CO₂ impact of curtailment depends on the energy mix in a given area and what is already being used at the time of the event. We use the local marginal operating emissions rate for each site from the time of the dispatches. We add up the avoided carbon emissions for all of the events you have participated in for the time range selected.

4.2. Response Procedure to Customer Complaints and Service Issues

Voltus handles all customer complaints and service issues promptly and seriously. All urgent matters should be routed through your dedicated Account Manager, Caleb Rogers, who will ensure they are addressed as soon as possible.

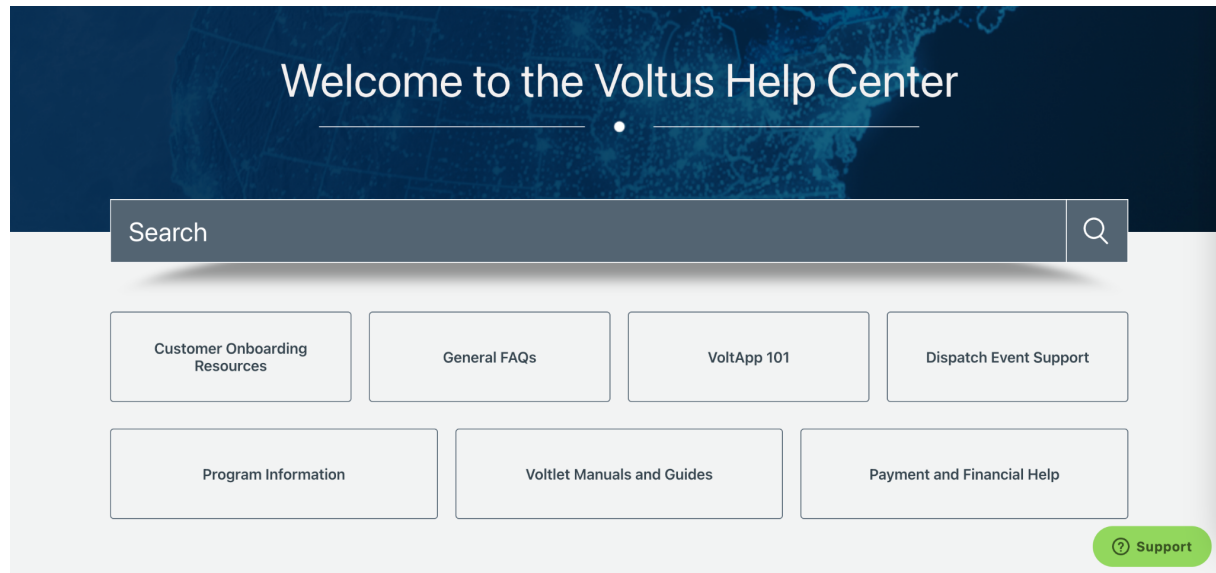
Connectivity and service issues will be expeditiously addressed to ensure your real-time energy data visibility and program participation are not compromised. In addition, Voltus's 24/7 Dispatch Operations team continuously monitors customer facilities, so the Commonwealth can rest assured that we are overseeing their facilities, readiness, and event performance in real-time.

For non-urgent support, product recommendations, and more, we encourage users to take advantage of our comprehensive *Customer Help Center*. This resource, containing over 150 articles, acts as a main repository for common resources and FAQs. The following image shows many of the common buckets: Customer Onboarding Resources,



General FAQs, VoltApp 101, Dispatch Event Support, Program Information, Voltlet Manuals and Guides, and Payment and Financial Help.

Our dedicated Support team, with an average response time of 20 minutes, is also standing by to assist individual users and your Account Manager with resolution of questions and customer service issues.

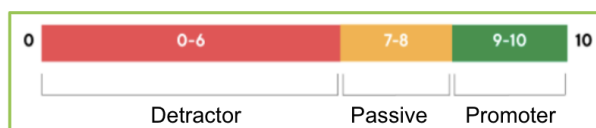


4.3. Customer Satisfaction Evaluation Method

Your satisfaction is Voltus’s top priority. We leverage customized, annual Net Promoter Score (NPS) surveys as our standard measure of customer loyalty and satisfaction. These surveys provide us with consistent year-over-year internal benchmarks and specific, actionable feedback.

Each year, Voltus will request NPS participation from each Commonwealth facility, so we can monitor satisfaction with our partnership and promptly address any issues. After the data is collected, we will review outcomes together with the Commonwealth of Virginia, as a portfolio, and provide information on individual facilities.

In addition, Voltus will send periodic satisfaction surveys, such at the completion of a site’s onboarding and at the end of a program season. These allow us to gather feedback on these specific experiences and ensure there are regular opportunities for users to express comments and concerns, as well as provide product feedback.



NPS = % promoters - % detractors
Scores fall on a scale from -100 to 100

TAB 5: Proposed Pricing

5.1. Proposed Pricing Summary

The Voltus Proposed Pricing is as follows:

Program	Commonwealth of Virginia	Voltus	Total
Emergency Load Response Program (ELRP)	91%	9%	100%
Transmission (NITS) Peak Management Program	91%	9%	100%
Emergency Energy	91%	9%	100%
Synchronized Reserves (SRM)	91%	9%	100%
Economic Demand Response (Price Response)	91%	9%	100%
Energy Efficiency	91%	9%	100%

In writing, as requested in the RFP, proposed pricing is as follows:

- **Demand Response Services - Emergency Load Response Program (ELRP):** 91% Commonwealth of Virginia Savings + 9% Voltus fee/Commission = 100% Total Savings
- **Demand Response Services - Transmission (NITS) Peak Management Program:** 91% Commonwealth of Virginia Savings + 9% Voltus fee/Commission = 100% Total Savings
- **Demand Response Services - Emergency Energy:** 91% Commonwealth of Virginia Savings + 9% Voltus fee/Commission = 100% Total Savings
- **Demand Response Services - Synchronized Reserves (SRM):** 91% Commonwealth of Virginia Savings + 9% Voltus fee/Commission = 100% Total Savings
- **Demand Response Services - Economic Demand Response (Price Response):** 91% Commonwealth of Virginia Savings + 9% Voltus fee/Commission = 100% Total Savings
- **Energy Efficiency Services:** 91% Commonwealth of Virginia Savings + 9% Voltus fee/Commission = 100% Total Savings

5.2. Pricing Terms and Assumptions

The Voltus proposal is based on the following pricing assumptions:

- Initial period of the contract will be from 2/2/24-2/1/27 (36 months), with three optional 1-year renewal periods
- **There is ZERO financial risk for The Commonwealth of Virginia.** We want the Commonwealth to be very comfortable that moving to Voltus is without risk, and only an opportunity for upside. As such, our **performance guarantee** to you is [REDACTED]
[REDACTED]
[REDACTED]
- Metering technology shall be provided by Voltus at no cost to the Commonwealth, per RFP document.
[REDACTED]
[REDACTED]

TAB 6: Small Business Subcontracting Plan

Voltus intends to contract with small businesses for all needed contracting services through the Commonwealth partnership. To date, we already have reliable sources in the Commonwealth to utilize for technology installations and other services.

From our years of experience in the Commonwealth, Voltus has relationships with several contractors already DSBSD-certified. We have worked with these businesses across all areas of Virginia and with industry customers. With a Virginia partnership in place, we intend to build on these existing relationships and add others to grow our portfolio of DSBSD contractors.

The team at [REDACTED] is currently installing Voltus technology in commercial real estate facilities in Richmond and Norfolk. They operate across Virginia and our existing professional relationship would be easy to continue for accounts in the Commonwealth of Virginia's portfolio.

[REDACTED] has also partnered with Voltus on installations within Virginia. We have completed projects together in Alexandria, Norfolk, Hampton, Smithfield, Portsmouth, Lyndhurst, and Kenbridge across wastewater treatment and cold storage industries.

Voltus has also partnered with other small-business contracts in the Commonwealth. [REDACTED] outfitted a retirement community partner in Bridgewater, Virginia. [REDACTED] us install Fairfax's [REDACTED]. With the data center presence only growing in Virginia, Voltus also counts [REDACTED] as a customer. We contracted [REDACTED] to work with [REDACTED] and Voltus in Ashburn, Virginia.

TAB 7: Appendices, Data and Other Submissions

The Voltus RFP response does not include additional appendices, data, or other submissions at this time.