

June 1, 2022

Subject: PWC 2122051 Request for Proposals  
Demand Response Aggregation and Implementation Services

Dear Potential Bidder

Fayetteville Public Works Commission (PWC) is soliciting two proposals: (1) **Demand Response Aggregation Services** which includes both DERMs platform and customer engagement services, and (2) **Implementation Services** which includes marketing, deployment, and customer service solutions. This Request for Proposal (RFP) is sponsored by the Development & Marketing Department of the Customer Care Division at PWC.

Your first action item is to provide a completed Intent to Bid Form (Exhibit A) identifying the service for which you plan to submit a proposal. The Non-Disclosure Agreement (NDA)(Exhibit B) should also be submitted at that time. This allows PWC to identify contact(s) for ongoing communications and RFP addenda. Bidder Request for Clarification/Information are due at this time.

**Intent to Bid Form, NDA, and Bidder Request for Clarification/Information** are due **5:00 PM EDT, June 10, 2022**, and must be submitted electronically to [carla.wint@faypwc.com](mailto:carla.wint@faypwc.com).  
**Proposals must be submitted to [carla.wint@faypwc.com](mailto:carla.wint@faypwc.com) by 5:00 PM EDT, June 30, 2022.**

All communication regarding this RFP should be directed to [carla.wint@faypwc.com](mailto:carla.wint@faypwc.com).

Sincerely,

Trent Ensley  
Procurement Manager

**PWC 2122051**  
**Demand Response Aggregation and Implementation Services**

<b>Activity</b>	<b>Date</b>
RFP Release	June 1, 2022
Intent to Bid Form, NDA, Bidder Clarification/Information	June 10, 2022
Response to Bidder Clarification/Information & Addenda	June 22, 2022
Proposal Submission	June 30, 2022
Notification of Select Vendor Interviews	July 14, 2022
Select Vendor Interviews	July 21, 2022
Selection Process Begins	July 21, 2022 - July 29, 2022
Development of Scope of Work - To Include Delivery Solutions, Marketing, Deployment, Procurement, Customer Service, Troubleshooting, Incentives, M&V, KPIs, Pricing	August 1, 2022 - August 29, 2022
Negotiations Finalized and Agreements Submitted/Executed	September 9, 2022
Demand Response Program Launches	October 3, 2022

PWC reserves the right to reject any and all proposals. This RFP does not constitute an order or any obligation on the part of PWC. PWC is not liable for any costs associated with the preparation of Bidders' proposals, or for any other costs incurred by Bidders prior to the execution of a contract or purchase order.

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# Demand Response Program Request for Proposal (RFP)

## 1. Summary of RFP

Fayetteville Public Works Commission (PWC) is seeking two vendors who work in partnership to provide ***Demand Response Aggregation Services*** and ***Implementation Services*** for our Demand Response (DR) Program. The device ***Aggregation*** and ***Implementation Services*** are for customer-owned equipment located behind the meter. Both residential and small commercial customers must be able to select from a number of Wi-Fi connected thermostats, to include Honeywell/Resideo, ecobee, Nest/Google, and Emerson Sensi. The DR solution must offer a smart water heater control device such as Aquanta or Carina that can optionally communicate through cellular or Wi-Fi, and at least one integrated smart water heater option. For future electric vehicle load optimization, Electric Vehicle Supply Equipment (EVSE) aggregation options must be readily available. While we may also include an Entek load control switch as part of our DR solution, this device may or may not be included as part of the ***Aggregation Service*** but will be included as part of the ***Implementation Service***.

PWC's Power Supply and Coordination Agreement does not allow PWC to control devices installed behind the customer's meter to inject energy into our electric system such as battery storage or generators.

PWC would like to implement a DR solution that reduces our coincident peak (CP) load each month. The CP is the one hour of the month when the power PWC purchased from our wholesale supplier has a significant kWh charge – nearly \$20. All other hours of the month, PWC purchases power at less than \$.03/kWh. The expensive peak hours differ seasonally. In the winter months (November through March) the hour nearly always occurs at hour ending 8:00 a.m. on non-holiday weekdays. It occasionally occurs on the weekdays between 6:00 a.m. and 9:00 a.m. and rarely on the weekend. It is always associated with the coldest part of that month. In the summer months, (April through October), it usually occurs between 3:00 p.m. and 5:00 p.m. on non-holiday weekdays, during the months of July – October. Other months it may occur between 4:00 p.m. and 6:00 p.m. on non-holiday weekdays. During the shoulder months, April and October, it may occur in the morning hours or later evening hours. Changing social norms and added assets on the system have demonstrated a more frequent shift in the expected peak hour in recent months.

We will typically declare demand response events four (4) to ten (10) times per month, with the annual average being six (6) per month. These events will generally last two (2) hours, but on occasion they may last as little as one (1) hour and as much as three (3) hours.

Customer Time-of-Use management is a desired customer solution but is not initially required to be included as part of an individual device's capability or as part of the ***Aggregation Service***.

## 2. Roles and Responsibilities

PWC views the total DR Program as a combination of related services. We elect to have services provided under separate contract with an ***Aggregation Service*** provider who works in concert with an

**Implementation Service** provider to deliver Program requirements. Table 1 below summarizes PWC and vendor responsibilities with response to core services associated with the DR Program.

Table 1. Core Service Responsibilities

<b>Service</b>	<b>PWC</b>	<b>Aggregation Service</b>	<b>Implementation Service</b>
Program Marketing	<b>P, A</b>	<b>P, A</b>	<b>P, A</b>
Installation of Devices	<b>A</b>	-	<b>P, A</b>
Call Center Scheduling/Customer Service/Troubleshooting	<b>A</b>	-	<b>P, A</b>
Customer Training on Device Usage	-	-	<b>P, A</b>
Device Procurement	<b>P, A</b>	-	<b>P, A</b>
Device Marketplace <i>Option</i>	<b>A</b>	<b>P, A</b>	-
Device Enrollment	-	<b>P, A</b>	<b>P, A</b>
Customer Facing Landing Page	<b>P, A</b>	<b>P, A</b>	-
Demand Response Platform	<b>L, A</b>	<b>P</b>	-
Outbound Messaging to Enrolled Customers	<b>L, A</b>	<b>P</b>	-
Initiation of Load Control Events, Define Event Parameters	<b>P, A</b>	<b>L</b>	-
Performance Analysis	<b>P, A</b>	<b>P, A</b>	-
Incentive Payments*	<b>P, A</b>	<b>P, A</b>	<b>P, A</b>
e-Gift Card Marketplace <i>Option*</i>	<b>A</b>	<b>P, A</b>	<b>P, A</b>
Campaign Dashboard & Marketing KPIs	<b>A</b>	-	<b>P, A</b>
Billing & Settlement	<b>P, A</b>	<b>P</b>	<b>P</b>

Level of Responsibility:

A = Accountable (answerable for the correct and thorough completion of the deliverable or task, and often the one who delegates the work of the performer.

P = Perform (carries out activities)

L = Performs but with lower level of responsibility

\*Service could be offered by either or both partners

### 3. Services

Table 2. Aggregation and Implementation Services

Service	Description
Program Marketing	<p><b>Aggregation Service</b> partner is responsible for working with OEMs to market PWC DR programs and assist with website platform and customer messaging.</p> <p><b>Implementation Service</b> partner will provide experienced Marketing team to work with PWC to establish and implement a shared Marketing plan for geographic deployment of devices. Marketing efforts will be shared. Direct canvassing will be provided by the <b>Implementation Service</b> partner.</p>
Installation of Devices	<p>Staff available to complete installation of devices, to include, Wi-Fi connected thermostats, water heater controllers, and load control switches for pool pumps, water heaters, and compressors. Typically, device installation shall be scheduled by the <b>Implementation Service</b> partner within the same geographic area, but there will be occasion for individually scheduled appointments. Technician shall be responsible for installation, set-up, customer training, and assistance with enrollment, when necessary.</p>
Call Center Scheduling/Customer Service/Troubleshooting	<p>Call Center will make outbound calls and field inbound calls to schedule appointments for customers and respond to customer issues. <b>Implementation Service</b> partner shall have a plan to engage customers so that targeted goals are met. Call center personnel shall be professionally trained and available to provide assistance with appointment scheduling, device enrollment, 24/7 emergency escalation, and troubleshooting. Multilingual support preferred.</p>
Customer Training on Device Usage	<p>At the time of installation, technician will be responsible for training the customer, as necessary.</p>
Device Procurement	<p>PWC may specify one Wi-Fi connected thermostat for installation. If so, the <b>Implementation Service</b> partner shall be responsible for the procurement of this device, and the selected electric water heater controller. In the event more than one device is specified for installation, the <b>Aggregation Service</b> partner may be responsible for coordination with a 3<sup>rd</sup> party Marketplace Option.</p>
Device Marketplace <i>Option</i>	<p>3<sup>rd</sup> Party Marketplace Option may be considered as part of the <b>Aggregation Service</b>. Marketplace shall include options for Nest/Google, ecobee, Honeywell/Resideo, Emerson Sensi Wi-Fi connected thermostat choices, with option for the additional installation of an electric water heater controller.</p>
Device Enrollment	<p>Enrollment is multifaceted and can be accomplished through OEM application and/or Customer Facing Landing Page. <b>Aggregation Service</b> partner shall assist with developing best practices. <b>Implementation Service</b> partner shall be capable of on-boarding</p>

	enrollment through the device or assisting customer enrollment through the PWC website or OEM platform.
Customer Facing Landing Page	Landing page and marketing scripts for landing page shall be developed by <b>Aggregation Service</b> partner in conjunction with PWC. These shall direct customer participation and enrollment.
Demand Response Platform	<b>Aggregation Service</b> partner shall be capable of integrating various types of devices for grouped load control events, with reporting that, at a minimum, includes participation rate, communication failures, opt out, and kW savings. Service will not be integrated with meter data; therefore, must be capable of using API runtime data or other approved form of measurement and verification. Partner must provide detailed visualizations, dashboards, reports, and analytics of applicable event metrics. Platform must be able to integrate Nest/Google, ecobee, Honeywell/Resideo, and Emerson Sensi Wi-Fi connected thermostats. Integration of at least one smart electric water heater controller, smart water heater, and EVSE must be readily available with opportunity to further integrate with a wider range of demand response devices in the future. PWC will work with the provider to validate customer enrollment and issuance of incentive.
Integration	The Demand Response platform for aggregation of devices must have the capability to integrate with the electric SCADA platform through Open ADR, Multispeak or other integration and control protocols; in addition, have the capability to integrate with the customer portal to facilitate enrollment, if so desired
Outbound Messaging to Enrolled Customers	<b>Aggregation Service</b> partner shall be responsible for delivering event messaging to customers that also includes energy conservation insights to drive behavioral response.
Initiation of Load Control Events	PWC will primarily be responsible for the initiation of load control events; however, <b>Aggregation Service</b> partner shall assist with best practice for event management.
Performance Analysis	<b>Aggregation Service</b> shall provide analysis of DR performance according to best industry practices and as agreed by PWC.
Incentive Payments	PWC will be responsible for applying any monthly or annual bill credits associated with Program participation. <b>Implementation Service</b> and <b>Aggregation Service</b> partners shall demonstrate how enrollment and cancellation of participation/non-participation due to communication issues might be reconciled.

e-Gift Card Marketplace <i>Option</i>	<b>Implementation Service</b> partner shall provide information about 3 <sup>rd</sup> party options that might be utilized to incentivize customer enrollment. It is anticipated that this would be provided as an upfront incentive only.
Campaign Dashboard & Marketing KPIs	<b>Implementation Service</b> partner shall provide Campaign Dashboard demonstrating devices enrolled, cost per customer, contractor installments, and pending installs and Monthly Marketing KPIs illustrating demographics of enrollment, advertisement, call center service statistics, and customer satisfaction.
Billing & Settlement	<b>Implementation Service</b> partner shall be responsible for reconciling procurement/labor/incentives associated with the deployment of devices. <b>Aggregation Service</b> partner shall be responsible for reconciling customer enrollments with billing for services provided for each month.

PWC values its relationship with customers and prefers to work with service partners that understand these relationships and combine a high degree of technical expertise with superior customer-focused awareness and service during Program planning and implementation. The **Aggregation Service** partner and **Implementation Service** partner must ensure that its products and services are appropriate for the Program delivery.

#### 4. Program Delivery

It is anticipated that the DR Program will be delivered in the following stages:

**4.1 Marketing Based Deployment:** This is an opt-in approach; whereby, customers can buy select thermostats or bring existing thermostats or smart water heaters (BYOD) to enroll in the Program. Content for the customer enrollment will be housed on the PWC website. Original equipment manufacturers (OEMs), the **Aggregation Service** provider and PWC shall be responsible for the primary marketing for this initial phase. This phase will be limited to no more than **six (6)** months. Simultaneous to this BYOD initiative, DR Programs for a retrofit water heater control device and load control switch will be made available, offering scheduled direct installment and an upfront incentive payment made as bill credit or issued as an e-Gift Card. After the initial six (6) months, direct install will also be offered for either a specified thermostat or for thermostats provided through a 3<sup>rd</sup> party marketplace (optional).

**4.2 Geographic Deployment:** Customers will be divided into regional areas, with multifamily homes and commercial customers targeted separately. Regional marketing campaigns will be conducted by the **Implementation Service** provider with support from PWC. Regional direct installations for thermostats, water heater control devices, and load control switches will be performed. The **Implementation Service** will be offered to targeted regions over a specified period. It is anticipated that this direct installation process will continue for **four (4)** years to cover the entire customer base. EVSE will be integrated into the



system as electric vehicle growth increases and Level 2 and DCFC charging infrastructure becomes more prevalent. On occasion, installation of devices may be scheduled by the **Implementation Service** Partner outside of the targeted region to accommodate application to the Program from the PWC website.

**4.3 Default Service Deployment:** Sometime after the first year, Default Service Deployment will be introduced. Participation in the DR Program will be considered a standard utility service that requires the customer to opt out. All new customers will be targeted. Information for this service will be included in the outbound welcome message. Enrollment will be included on the portal and/or website. The **Implementation Service** Partner will be responsible for scheduling appointments for these installations. Where devices were previously installed, onboarding will be a coordinated effort between PWC and service partners.

**5. Installation Goals**

Table 3. Installation Goals

	Currently Installed	CY2022	CY2023	CY2024	CY2025	CY2026	CY2027
Thermostats - total	360	867	8370	16740	25110	33480	35154
Smart Water Heater Controllers	19	19	1445	2890	5202	7225	7586
Load Control Devices	37	37	1225	2450	4410	6125	6431

**6. Proposal Format and Bidder Instructions**

Proposals should provide a concise yet complete description of the bidder’s approach, capabilities, experience, and pricing for satisfying the required services outlined in this RFP. Bidders are required to prepare their proposal response according to the content described in the Bidder Checklist below. Specific bid instructions and requirements for the proposal format and content are as follows:

- 1) Proposals shall contain, in proper order, all items listed and described in the Bidder Checklist below.
- 2) PWC has not established specific page limits, bidders are encouraged to be concise in their responses, answering the questions directly and referencing supplemental materials in an appendix where necessary.
- 3) Additional materials that the bidder believes will substantially improve PWC’s understanding of the bidder’s capabilities and/or proposal may be submitted as appendices or attachments.

**6.1 BIDDER CHECK LIST for Aggregation Service**

Table 4: Aggregation Service Checklist

<b>A. Summary of Proposal</b>	
Summary of Proposal for Aggregation and Related Services	Provide a high-level overview of your proposed technology and related services. This should be a concise summary of the offering that you propose in the remainder of this Section, highlighting unique elements and options. This summary should NOT address <i>Implementation Services</i> , unless there is some coordination or integration that is required.

<b>B. System Overview</b>	
System Level Diagram	Provide a system level block diagram of the solution that you are proposing, platform elements, communication, all key interfaces, reports, monitoring, current integrated devices, requirements from PWC, associated technology to deliver a load shed signal to the customers and devices, return path communication, reporting & analytics.
Description of Features/Functions	Based on the system-level diagram, describe the major functions/features of that system. Discuss barriers and constraints that might need to be considered (OEM restrictions for management).
End-Use Control Devices and System Management Software (Platform)	Provide a technical description of any end-use devices you are proposing for the customer premises as well as end-uses they might control. List thermostats, water heater controllers, smart water heaters, EVSE, and load control devices with which you have integrated into your platform. Illustrate readiness for integration with a wide-range of customer devices in the future. Provide a technical description of the system management software. Provide a graphic illustrating what the operator might see, how devices could be grouped, what information could be gleaned from an event record, how effectiveness is measured, etc. Illustrate platform tracking, reporting, and export of data. Explain the options of whether the

	interface is hosted at the utility or bidder’s site as SaaS or a Cloud Based solution.
Load Curtailment Mechanics and Measurement	Describe the approaches, processes, and equipment to be used to execute load curtailment of customer facilities. Describe successful solutions for continuous engagement by the customer. Describe how your process will be tested when new load control strategies are implemented. Provide samples of relevant performance metrics for winter peak load reduction and summer peak load reduction for various devices. Describe any control limitations imposed by various OEMs that may impact response. Describe how you will assist with best practices for event management. Describe the baseline methodology and how it will be used to value response. Explain how your system or platform is able to register opt-outs, predict demand (kW) and energy (kWh) shed for each demand response event. Describe how utility initiates DR event for groups of devices or customers within the platform. Provide an example of what will be displayed on the performance dashboard.
Customer Facing Landing Page	Describe development of Customer Facing Landing Page to include any OEM requirements. Describe process of enrollment and how it might best integrate with implementation. Describe how renters can effectively participate in this Program when device installation is required.
Engagement Plan/Marketing	Detail the strategy for public outreach to engage customers and solicit enrollment in the Program. Describe your relationship with all the OEMs and how they each engage with the customers to integrate enrollment in the Program. How is customer eligibility confirmed and enrollment conveyed to PWC and the customer? Provide a flow-chart showing the customer journey.

3 <sup>rd</sup> Party Marketplace	Describe your experience with a 3 <sup>rd</sup> Party Marketplace and how this was integrated into the DR Program.
Behavioral Messaging	Provide examples of behavioral messaging that have been used to encourage conservation during peak hours. How might this message be delivered to customers in the Program? How, when, and to what extent is behavioral messaging effective in gaining additional load response?
Incentive Payments	Propose a customer incentive structure. Include discussion of any incentives for initial enrollment and ongoing participation. Provide rationale for proposed structure. Incentive structure may include both enrollment and monthly incentive.
Interoperability/Scalability	Based on the system-level diagram, describe the interoperability features of each element of your solution and the scalability of your proposed solution. Describe the communication and control center protocols that you support and the interoperability standards on which your interfaces are based. Describe how you would integrate with SCADA to initiate and terminate grouped devices.
Security	Describe in detail the system architecture and measures to provide end-to-end security and cyber-security.
Maintenance	Describe the maintenance requirements and activities during the project phase. Describe protection and recovery methods for dealing with unforeseeable events that may compromise work.
Upgrades	Describe how software upgrades will be performed and how that might impact operation.
Requirements for PWC	Describe the expectations you have of PWC to fulfil your obligation and meet the targeted goals. Describe any file transfer mechanisms or interfaces that may be required. Detail the type of information/data that needs to be

	exchanged with PWC and how that data transfer will be secured. Detail any infrastructure requirements for which PWC will be responsible.
Coordination with PWC	Describe how you will coordinate with PWC to improve Program delivery. Provide examples of other utilities with whom you have successfully worked.
Implementation	Provide a detailed schedule for major implementation tasks.
Pricing/Billing	Provide a breakdown of cost in <b>C. Pricing</b> . Describe how billing for services will be administered.

<b>C. Pricing</b>					
<b>Initial Cost</b>		<b>Annual Fees</b>		<b>Monthly by Device</b>	
Description	\$	Description	\$	Description	\$

\*Provide all associated costs that shall be applied over the life of the Program – 3<sup>rd</sup> party costs, licensing fees, onboarding fees, API fees, etc. Indicate if the fee is collected by **Aggregation Service** Partner or 3<sup>rd</sup> party.

\*Required: Provide firm pricing for three-year term for annual fees and monthly device fees.

**6.2 BIDDER CHECK LIST for Implementation Service**

Table 5: Implementation Service Checklist

<b>A. Summary of Proposal</b>	
Summary of Proposal for <b>Implementation Service</b> and Related Services	Provide a high-level overview of your proposed solution for marketing and implementation. This should be a concise summary of the offering that you propose in the remainder of this Section, highlighting unique elements and options. This summary should NOT address <b>Aggregation Services</b> ,

	unless there is some coordination or integration that is required.
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<b>B. System Overview</b>	
System Level Diagram	Provide a block diagram of the proposed solutions for geographic deployment and default service implementation. List marketing elements/customer engagement strategies, technical support, proposal for device acquisition, inventory requirements, staging, call-center integration, requirements from PWC, return path communication, KPIs and metrics. Explain interaction with the <i>Aggregation Service</i> Partner.
Description of Features/Functions	Based on these diagrams, describe the major functions/features of the marketing/implementation strategies. PWC would like to consider two different strategies for device procurement/installation (1) vendor procurement/installation of a prescriptive smart thermostat and smart water heater device (with load control switch purchased by PWC for select vendor installations) coupled with a BYOD Program, and (2) marketplace procurement of a variety of devices (with the exception of the load control switch, which will be purchased by PWC). If device procurement by vendor is not an offering or not considered cost effective, please provide solution for device management for strategy (1). Discuss barriers and constraints that might need to be considered.
Marketing	It is expected that <i>Implementation Service</i> Partner will work with PWC to jointly develop Program marketing materials and digital tools and assets to target specific customer groups and the community at large. PWC intends to share the Marketing responsibilities to optimize customer engagement. Describe how we might work together to meet targeted goals efficiently and effectively. Share information about targeting

	<p>customer groups and your experience with other deployments. Describe how customer sectors will be targeted for participation in the Program. Provide examples of how you might coordinate with PWC to improve Program marketing and recruitment. Include a discussion of any tactics or Program features that are designed to increase Program accessibility, ensure an equitable distribution of Program benefits, and/or engage low-income customers and other vulnerable populations.</p>
Marketing KPIs	<p>Provide examples of relevant Marketing KPIs and how these will be used to manage decisions and leverage effective marketing campaigns.</p>
Device Procurement	<p>Describe your ability to purchase and have sufficient inventory for device installation. Provide recommendation for device stock and installation. Does limiting the direct installment inventory to one thermostat provide added value? List/price suggested solutions for installment of thermostats and water heater control devices. When/where does cellular communication provide greater value?</p>
Device Installation	<p>Describe installation process. Include discussion of the equipment needed to complete installations, amount of time to install a device or group of devices, and requirements from the customer. Describe your practice for verification and testing of equipment while installer is on-site (particularly auxiliary heat parameters and functionality). How will vehicles and employees be identified; how will workforce be networked for installment and service; provide field training Program; how will inventories of equipment, materials, supplies associated with installation of the Program be managed. Describe your process for evaluating performance, ensuring professional</p>

	conduct, and maintaining adequate capacity to meet Program goals. Describe your proposed subcontractor or subcontracting approach for installation. Describe how your QA/QC Program will ensure an excellent customer experience.
Installation Metrics	Explain installation metrics and cadence of delivery. Provide an example of what would be included in the Campaign Dashboard.
Customer Engagement and Training	Describe solution for enrollment, scheduling, installing, training, enabling, and verifying Program participants.
Call Center Support	Describe call center support, to include but not limited to customer recruitment, handling of enrollments, installation scheduling, and service call processing, compliant handling, tracking, staffing, location, hours of operation, response time, etc.
Optional Incentive Offering	A third-party gift card might be a consideration first time enrollment in the Demand Response Program. Describe how this might be integrated.
Troubleshooting	Describe how customer complaints will be handled and tracked. Describe method of response and time from call to resolution. How are decisions made regarding whether service work is needed or is covered under your responsibilities?
Customer Satisfaction	Describe how you will gauge customer satisfaction at all major points of customer interaction in order to improve/maintain customer satisfaction. Give an example of customer satisfaction metrics.
Safety & Security	Describe hiring and operational practices to ensure a safe and secure work environment. Describe field and office training. How will COVID protocols be ensured, if necessary?
Requirements for PWC	Describe the expectations you have of PWC to fulfil your obligation and meet the targeted goals. PWC intends to significantly market this Program through conventional channels – website, local media/publications, billboard



	campaign, annual calendar, social media, associations/organizations, homebuilders/realtors associations, multifamily associations, neighborhood groups, etc. Describe utility best practices to further advance adoption of this Program. Provide requirement for export of customer data for use by <b>Implementation Service Partner</b> .
Coordination with PWC	Describe how and when you will coordinate with PWC to improve Program marketing and delivery. Provide examples of other utilities with whom you have successfully worked.
Implementation	Provide a detailed schedule for major implementation tasks. What extenuating factors might affect performance and schedule?
Pricing/Billing	Provide a breakdown of cost in <b>D. Pricing</b> . Describe how billing for services will be administered.

<b>D. Pricing</b>			
<b>Installation</b>			
	Market-Based Deployment	Geographic Deployment	Default Service
Smart Thermostat(s)			
Smart Water Heater Controller(s)			
Load Control Switches			
Discount for Multiple Devices per Premise			
Discount for Prescriptive Smart Thermostat and Smart Water Heater Controller			
<b>Device Cost</b>			
	Market-Based Deployment	Geographic Deployment	Default Service
Smart Thermostat(s)			
Smart Water Heater Controller(s)			
Load Control Switches			

Discount for Multiple Devices per Premise			
Discount for Prescriptive Smart Thermostat and Smart Water Heater Controller			
<b>Marketing</b>			
	Market-Based Deployment	Geographic Deployment	Default Service
Per Device Enrolled			
<b>Training</b>			
	Market-Based Deployment	Geographic Deployment	Default Service
Per Device Enrolled			
Discount for Prescriptive Smart Thermostat and Smart Water Heater Controller			
<b>Call Center/Scheduling/Troubleshooting</b>			
Describe Cost and Cost Structure			
<b>Optional On-Line Gift Card Store</b>			
Describe Cost and Cost Structure			

\*Provide any additional cost that might be considered over the life of the Program.

\*Required: Provide firm pricing for a three-year term.

## 7. RFP and Bid Procedures

Proposals should provide a concise yet complete description of the bidder’s approach, capabilities, and pricing for satisfying the required services outlined in this RFP. Bidders are required to prepare their proposal response according to the content described in the Bidders Checklist for either **Aggregation Service** or **Implementation Service**. Specific bid instructions and requirements for the proposal format and content are as follows:

**7.1 Bidder Qualifications:** Bidders responding to this RFP must have at least the following qualifications to be considered for selection.

- Demonstrate experience with providing load curtailment technology or delivering similar types of Demand Response Programs or support for Demand Response Programs for utility sponsored initiatives.
- Demonstrate organizational, financial, and data tracking and reporting abilities.
- Demonstrate commitment to quality and customer service.

- **Implementation Service** is encouraged to locate a key delivery team in Fayetteville/Cumberland County.

**7.2 Proposal Evaluation Criteria:**

- Proposals will be reviewed and evaluated based on the following criteria: competence and experience to perform/provide items described in Bidder(s) Checklist; management structure and assigned personnel; ability to meet target goals; and pricing.
- PWC reserves the right to contact bidders at any time for clarifications about any part of the Bidder’s proposal. Proposal review questions and communications will focus on clarifying the information set forth by the Contractor in the proposals and will not be an opportunity for the Contractor to revise terms.

**7.3 Negotiations and Finalizations:**

- Once the bidder(s) have been selected for the Program, contract negotiations will be conducted. These negotiations will be related to the scope of work, specific Program delivery features, Program budgets, schedules, and payment terms. The contractual terms will include general terms and conditions. PWC reserves the right to terminate negotiations with any bidder in the event PWC and the bidder are unable to agree on contract terms and conditions within a reasonable period of time to be determined in PWC’s sole and absolute discretion.

**7.4 Submission Requirements:**

Item	Description
Intent to Bid	Complete and submit Intent to Bid Form by June 10, 2022.
Non-Disclosure Agreement	Submit by June 10, 2022
Table of Contents	Identifies all major sections of proposal
<b>Aggregation &amp; Implementation</b> Solutions	Response to <b>Aggregation</b> or <b>Implementation</b> Checklist regarding you proposed solution, to include pricing.
Bidder Information and Qualifications	Response regarding organization, experience, and references. References should include company name, contact name, phone number, and email address for three utilities that can be contacted about your relevant work from them.
Other Attachments or Supplemental Materials	

**7.5 RFP Schedule:** The anticipated schedule for this solicitation, subject to change at PWC’s sole discretion, is as follows:

Activity	Date
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RFP Release	June 1, 2022
Intent to Bid Form, NDA, Bidder Clarification/Information*	June 10, 2022
Response to Bidder Clarification/Information & Addenda	June 22, 2022
Proposal Submission	June 30, 2022
Notification of Select Vendor Interviews	July 14, 2022
Select Vendor Interviews	July 21, 2022
Selection Process Begins	July 21, 2022 – July 29, 2022
Development of Scope of Work – To Include Delivery Solutions, Marketing, Deployment, Procurement, Customer Service, Troubleshooting, Incentives, M&V, KPIs, Pricing	August 1, 2022 – August 29, 2022
Negotiations Finalized and Agreements Submitted/Executed	September 9, 2022
Demand Response Program Launches	October 3, 2022

\* Bidders are strongly encouraged, although not obligated, to indicate their “intent to bid” by submitting the intent to bid form no later than June 10, 2022, to the email address on the form. Bidders providing Intent to Bid will receive follow-up communications from PWC regarding any clarifications or changes to the RFP and solicitation process.

## 7.6 Questions and Communication

- Technical or Program related questions related to the RFP should be submitted by email to the RFP email address at [carla.wint@faypwc.com](mailto:carla.wint@faypwc.com) after issuance of this RFP. Questions should be provided in writing by June 10, 2022.
- Administrative questions related to the RFP may be submitted at any time by email to [carla.wint-solomon@faypwc.com](mailto:carla.wint-solomon@faypwc.com).
- No other contact with PWC employees or its contractors related to this RFP shall be made throughout this entire process. Any unauthorized contact may result in immediate disqualification.

## 7.7 Submission of Proposal Responses

- **Deadline for Submission: June 30, 2022 by 5:00 pm EDT** for electronic copies.
- **Electronic Copies:** Bidders must submit both hard copy, three (3) copies and electronic versions of their proposals by the due date and time listed below. Any proposals received after this date and time may be rejected. Proposals that do not contain the information requested in this RFP may also be rejected at PWC’s sole and absolute discretion.
- **Deadline for Submission:** Bidders are required to submit all electronic copies of their proposals as follows:

- **Electronic copies:** Bidders shall email one electronic copy of their full proposal to [carla.wint@faypwc.com](mailto:carla.wint@faypwc.com). The copy should be in PDF format, for internal distribution. Selected bidders shall be required to submit a second copy in Microsoft Word for the purposes of facilitating preparation of contracts. Electronic copies shall be organized as required by this document.
- **Confirmation of Receipt:** PWC will confirm receipt of email within one (1) business day.
- **Errors or Omissions:** A bidder that discovers an error or omission in its proposal response package may withdraw that package and submit another, provided that this is completed before the deadline for submission.
- **RFP Withdrawal:** PWC reserves the right to withdraw this RFP at any time before the execution of the contract/purchase order for any reason. In its sole and absolute discretion, PWC may accept or reject any or all proposals, and may accept other than the lowest-cost proposal. PWC will not assume any liability, under any circumstances, to any bidder submitting a proposal in response to this RFP.
- **Proposal Preparation Costs:** Bidders shall accept any and all costs and expenses associated with response to the RFP and execution of contract/purchase order. This includes proposal preparation and any requested on-site interviews or contract negotiation expenses.
- **Proposal Confidentiality:** To the extent possible, PWC will attempt to keep submitted proposals confidential. PWC will not assume any liability to a Bidder or other party as a result of any public disclosure of any proposal or contract/purchase order.

## 7.8 Terms and Conditions of Submission

- All proposals, along with other documentation, submitted in connection with this RFP shall become and will remain the property of PWC and will not be returned to the Bidder.
- By submitting a proposal pursuant this RFP, the Bidder acknowledges and agrees that (a) they will be fully bound by the terms and conditions of this RFP, (b) they have had the opportunity to seek independent legal and financial advice of their own choosing with respect to the RFP and their proposal, (c) they have obtained all necessary authorization, approvals and waivers, if any, required by them as a condition of submitting their proposal, (d) they are submitting their proposal subject to all applicable laws, and (e) they have not engaged in conversation with any other bidder (providing same service) concerning price or other economic terms contained in the their proposals and have not engaged in collusion or other unlawful business practices in connection with this RFP.
- Respondents who submit proposals do so without legal recourse against PWC, PWC's management, or employees for any reason arising out of this RFP. Respondents are solely responsible for all of their costs incurred to prepare, submit, or negotiate its proposal, a definitive agreement, or any other related activity.

## **7.9 Post Proposal Negotiation and Awarding of Contracts**

- PWC reserves the right to negotiate both price and non-price factors during any post-proposal negotiations with a finalist. PWC has no obligation to enter into an agreement with any respondent to this RFP and may terminate or modify this RFP at any time without liability or obligation to any respondent. This RFP shall not be construed as preventing PWC from entering into any agreement that it deems appropriate at any time before, during or after this RFP process is complete. This includes requesting a clarification of the proposal and pricing of a firm proposed as a subcontractor should PWC wish to enter into direct contract negotiations with only the proposed subcontractor.
- Award of the contract will be made to the vendor that provides the best value to PWC. PWC requires that the selected proposer enter into a Service Agreement and Non-Disclosure for the services provided as a part of this RFP. Samples of the Service Agreement and Non-Disclosure are attached to this Request for Proposals as Exhibit B.
- Once the bidder(s) have been selected for the Program, contract negotiations will be conducted. These negotiations will relate to the scope of work, specific Program delivery features, Program budgets, schedules, and payment terms. The contractual terms will include general terms and conditions as contained in the attached Service Agreement. PWC reserves the right to terminate negotiations with any bidder in the event PWC and the bidder are unable to agree on contract terms and conditions within a reasonable period of time to be determined in PWC's sole and absolute discretion and begin conducting negotiations with an alternate bidder.
- The term of the initial Agreement shall be for a 3-year period from the date of execution of the contract(s). All prices quoted herein shall be firm against any increase for the first three years after contract negotiations, except for direct-install labor, which may increase, in accordance with Consumer Price Index and the Bureau of Labor Statistics, but not to exceed a 3% annual growth. Subject to mutual agreement, the parties may extend the contract(s) for up to three consecutive term(s) not to exceed three years each.

# Exhibit A: Intent to Bid Form



## INTENT TO BID FORM

Request for Proposal

Aggregation and Implementation Services

in support of

Fayetteville Public Works Commission (PWC) Demand Response Program

**Yes:** My company intends to submit a response to this Request for Proposal

In response to your Request for Proposal for the identified program(s), the undersigned will furnish an RFP response in accordance with the contract documents and any addenda thereto. Labor, materials, tolls, supplies, equipment, transportation, supervision, services, goods, and other items as may be required.

### 1. Company Information

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Company Name

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Business Address

---

City

State

Zip Code

### 2. Designated Contact for this RFP

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Name, Title

---

Email

Phone

### 3. Signature: (person legally authorized to commit company)

---

Signature

Date

---

Printed name and title

Submit completed form by June 10, 2022 via email to [carla.wint@faypwc.com](mailto:carla.wint@faypwc.com).

## **Exhibit B: Service Agreement / Nondisclosure Agreement**