

# **REQUEST FOR PROPOSAL**

**For**

**Ava Community Energy Authority  
Distributed Energy Resource Management Services**

**RESPONSE DUE**

by

**5:00 PM PST**

on

**December 11, 2023**

**For complete information regarding this project, see RFP posted at [avaenergy.org](http://avaenergy.org) or contact the Ava representative listed below. Thank you for your interest!**

**Version Date: December 19, 2023**

Contact:

[DERMS\\_RFP@avaenergy.org](mailto:DERMS_RFP@avaenergy.org)

# AVA COMMUNITY ENERGY

REQUEST FOR PROPOSAL  
SPECIFICATIONS, TERMS & CONDITIONS  
for  
Ava Community Energy Authority:  
Distributed Energy Resources Management Services

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## **STATEMENT OF WORK**

### **1. Purpose**

Ava Community Energy is soliciting competitive proposals for a distributed energy resources management services (“DERMS”) provider to manage a suite of existing and future distributed energy resources within EBCE territory. Additionally, we are seeking a provider and/or team that can offer a scalable approach for a managed residential EV charging program under an optional and/or separate scope.

### **2. BACKGROUND**

On October 24, 2023, East Bay Community Energy (EBCE) became Ava Community Energy (Ava). This name change is part of a larger brand refresh for the agency. Our new name, and dynamic new look and feel, are designed to help welcome our new constituents from outside the East Bay, and to help Ava better communicate the advantages of electrification to all our customers.

Ava Community Energy is a not-for-profit public agency that operates a Community Choice Energy program for Alameda County and fourteen incorporated cities, serving more than 630,000 residential and non-residential customers. The Cities of Stockton and Lathrop will begin receiving service from Ava in 2025. Ava initiated service in June 2018 and is one of 19 community choice aggregation (CCA) programs operating in California. CCAs are expediting the climate action goals of their communities and those of California. Ava is committed to providing clean power at competitive rates while reinvesting in our local communities. For more information about Ava Community Energy, visit <https://avaenergy.org/>

Ava is committed to procuring 100% of carbon-free energy by 2030, 15 years sooner than the California law requires for all retail electricity sales. Electrification will play a critical role in reducing carbon emissions, and Ava is dedicated to rapidly electrifying our service territory through the adoption of electric vehicles (“EVs”), heat pump space and water heaters, induction cooktops, solar and storage, and other electric technologies.

Increasing electric load will have dramatic implications to the grid if not managed properly. Ava’s vision is to not only electrify our service territory, but also to maximize the number of electric devices that are controllable and optimized for the benefit of our customers and the grid. This optimization will involve shifting energy usage away from the most carbon-intensive, peak hours when renewables are less active and directing it towards periods of high renewable generation.

#### **Vision for DERS Load Management**

For all existing and future distributed energy resources (DERs) within our service territory, Ava envisions integrating a broad spectrum of devices under the umbrella of a single DERMS provider to streamline load management capabilities. Additionally, by centralizing control, we aim to optimize the coordination of these DERS in a way that reduces carbon emissions, maximizes energy savings for customers, and provides Ava with the ability to forgo energy purchases at peak times, also described as "Load

Management”. Ultimately, Ava’s goal for the management of DERs is to develop Virtual Power Plant(s) (VPPs) that will participate as “load modifying resources or demand modifiers” presented to the California Energy Commission (CEC), and/or in wholesale CAISO markets, or other applicable approaches that support our goal to provide carbon-free energy at competitive rates to EBCE customers.

#### Opportunity in Ava Territory

Current state and local policies support the rapid deployment of electrification in Ava territory. In addition to statewide and local technology incentives that exist today, some of the key policies encouraging deployment include:

- California Air Resources Board – All new cars sold in 2035 and beyond in California must be zero-emission vehicles.
- Bay Area Air Quality Management District—Electrification of residential appliances:
  - o 2027 – only zero NOx water heaters can be sold or installed in the Bay Area
  - o 2029 – only zero NOx furnaces can be sold or installed in the Bay Area
- California Public Utilities Commission (CPUC) – New net energy metering (NEM 3.0/NBT) Policy changes value of solar output to grid increase cost effectiveness for battery storage when installing solar.

In addition to policy signals, Ava has conducted or is currently operating programs and/or has or is providing incentives for the following electric equipment:

- Residential and municipal solar + storage
- Commercial Induction Ranges
- Heat Pump Water Heaters
- Developing electric vehicle charging stations

Although Ava has engaged with each of these devices separately, Ava currently wishes to procure a DERMS platform to facilitate the use of residential and commercial DERs to manage peak load on an ongoing basis given Ava’s expectations about growth in the adoption of these devices and their potential to contribute to Ava’s decarbonization and affordable procurement commitments. This DERMS platform will be the uniting foundation across a variety of Ava-branded, device-specific programs that will be developed and/or refined following the selection of the DERMS sought in this RFO.

#### EBCE Perspective on Realizing Value from Load Management and Resource Adequacy

While EBCE is open to participating in the California Independent Systems Operator (CAISO) markets or CPUC programs such as Proxy Demand Response (PDR) or Demand Response Auction Mechanism (DRAM) upon reaching efficient scale for participation, we are also interested in non-market integrated approaches to realize value from VPPs, including through daily load management and associated load modification strategies. Through load management, Ava can avoid procuring energy during peak times, and once load management capabilities are proven, Ava may also use its load management capabilities to engage in load modification.

For load modification, Ava submits our annual energy forecast to the California Energy Commission (CEC). By effectively accounting for load modification, Ava can reduce our overall peak demand and consequently lower energy costs and reducing our Resource Adequacy (RA) obligations. Therefore, Ava is interested in approaches that result in reduction of daily peak load, in addition to participating in markets. Fine-tuning load management strategies and advancing forecasting capabilities presents an

opportunity for shared benefits for Ava and its customers in the form of customer savings and avoided Ava procurement costs, as prices for procuring low-to-no carbon energy during the 4-9 PM period are volatile.

### **3. TERM OF AGREEMENT**

The initial term of the Agreement(s) will be for 3 years. Ava reserves the right to extend the agreement(s).

### **4. STATEMENT OF REQUIREMENTS**

Ava seeks a Distributed Energy Resource Management Software (DERMS) provider to:

- 1) manage a diverse array of distributed energy resources (DERs),
- 2) deliver approximately 500kW/2MWh of controllable devices for management under this agreement in Ava service territory,
- 3) and /or partner with Ava to build out a scalable managed EV charging program.

Respondents are required to bid on items 1 and 2, and may consider partnerships if needed to offer item 3 to Ava via an integrated team and single contract with Ava. Respondents may also bid on item 3 on a standalone basis. Allowable scope bids are as follows:

- Items 1 and 2 (DERMS Platform + Existing Devices)
  - Partnerships are allowable
- Items 1, 2, and 3 (DERMS Platform, Existing Devices, and Program Development)
  - Partnerships are allowable
- Item 3 (Managed Charging Program Development)

Ava seeks the following characteristics and abilities in each scope item:

#### **I. DERMS Platform and Management Capabilities**

- a. Manage Suite of DERs
  - i. Manage DERs across a wide range of resource categories, resulting in decreased energy consumption during peak times.
  - ii. Offer daily load shift and load management or Resource Adequacy through programs like Proxy Demand Response.
  - iii. Provide as-needed responses to events like FlexAlerts and PSPS events for customer and grid benefits.
  - iv. Ideally, optimize load at whole home level, currently or with a clear plan for doing so.
- b. Flexibility and Interoperability
  - i. Integrate with existing systems (see Attachment B).

- ii. Collaborate with outside program implementers and integrate with aggregators of various technology verticals, which will recruit and manage customers providing DERs to Ava for management via the selected respondent.
    - iii. Maintain flexibility to integrate with high volumes of customers, new customer segments, and emerging technologies.
    - iv. Support various communication protocols including but not limited to: IEEE 2030.5, OCPP, MODBUS, MQTT, DNP3, RESTful APIs.
  - c. Load Management, CAISO integration, Forecasting, Monitoring and Refinement
    - i. Conduct a capacity value and load management assessment across all existing and potential DERs categories in Ava territory.
    - ii. Forecast load on a daily, hourly, monthly and annual basis.
    - iii. Verify impact of DERs management in tabular and visual reports.
    - iv. Confirm assets are not participating in multiple markets, or “double dipping”.
    - v. Provide Ava access to an online dashboard for performance monitoring with access to underlying data via APIs.
    - vi. Supply Ava with data for reporting, such as to the California Energy Commission. Ava will ultimately be responsible for all regulatory compliance.
    - vii. Ability to act as a Scheduling Coordinator on behalf of Ava, as needed in the future upon engaging in CAISO markets.
    - viii. Ability to manage settlement process across all relevant parties.
    - ix. Develop recommendations for improving DERs performance on a quarterly or more frequent basis, implement recommendations, and engage in test as needed by Ava.
  - d. Data Security
    - i. Possess knowledge of cybersecurity measures including data encryption, secure authentication, firewalls, intrusion detection, network segmentation, and more.
    - ii. Comply with industry-specific regulations such as NIST and ISO 27001.
    - iii. Provide regular software updates and updates on patch management as it relates to security, and vulnerability scanning and penetration testing.
    - iv. Provide an Incident Response Plan that outlines procedures for detecting, reporting, and mitigating security incidents.

## II. **Existing Devices and Optimization**

- a. Existing Devices
  - i. Provide Ava with a minimum of 500kW/2MWh for dispatch from existing devices within Ava territory upon date of contract execution, such as via DERs aggregators
    - 1. Ava may be open to the addition of resources from outside of our service area to satisfy System Resource Adequacy requirements, though

these are less valuable to Ava and would be accepted only pending review of our alternative costs for such resources.

- b. Optimization
  - i. Optimize, in partnership with Ava a dispatch plan that delivers load management, energy savings, and carbon reduction.

### III. **Scope: Managed Charging Program Development and Management**

- a. Customer Acquisition
  - i. Offer ability to deliver a scaled program for EV managed charging.
  - ii. Maximize and simplify enrollment into EV managed charging for customers with existing EVs and additional channels for people buying new & used EVs.
  - iii. Provide enrollment data to Ava for integration with Ava's CRM.
  - iv. Offer strategies for scaling customer acquisition and streamlining enrollment.
  - v. Propose incentive levels for initial enrollment and/or ongoing participation under daily load management structure to ensure customer retention.
- b. Customer Management and Support
  - i. Provide customer support in different languages, including Spanish and Mandarin Chinese.
  - ii. Administer off-bill financial incentive payments.
  - iii. Messaging on benefits and attribution strategy to customers.
  - iv. Develop a web-based private data dashboard and supply data & forecasts needed for reporting on managed charging participation, charging capacity & usage, past and forecasted energy consumption, carbon intensity, charging locations, and Low Carbon Fuel Standard (LCFS) credit data.
  - v. Develop an Ava-branded consumer portal or app for a telematics-based home and fleet EV charging program utilizing all relevant Ava electricity rates and allows customers to track their charging costs & savings, incentives, electricity usage, and GHG impacts.
- c. Program Growth
  - i. Verify signals are successfully received that modify EV charging load from Ava's Virtual Power Plant (VPP) for reduced customer electricity costs, lower EBCE procurement costs, GHG emission reductions, and grid resiliency.
  - ii. Iterate on program approaches to drive adoption (ideally at point-of-sale).

## 5. CONTRACT(S) TO BE AWARDED

Ava intends to award one or more contracts based upon the highest-ranked score for each technical area described in Section 4.

Based on scope(s) to be contracted, Ava intends to use its “software services agreement” as the form of contract for the DERMS Platform. If Ava procures any capacity, energy, or other energy-related products, Ava will likely use an offtake contract structure similar to the EEI or WSPP Master Agreements with product specific provisions defined in confirmations to the master agreement. Program administration services may be contracted via a consulting services agreement. See attachments.

### PROPOSAL CALENDAR OF EVENTS

	Action	Date
1.	Issuance of RFP	11/3/2023
2	Bidder’s Webinar Link: <a href="https://ebce-org.zoom.us/j/89891631078">https://ebce-org.zoom.us/j/89891631078</a>	11/13/2023 at 12PM PST
3.	Deadline for questions/clarifications	11/24/2023
4.	Question Responses posted Online	12/1/2023
5.	Deadline to submit proposals	12/11/2023, 5PM PST at DERMS_RFP@avaenergy.org
6.	Interviews for Option 3 bids	Beginning week of 1/15/2024
6.	Interviews for Option 1 and Option 2 bids	Beginning week of 1/22/2024
7.	Final Selection <i>Note that Ava expects to complete contracting and final scoping/negotiations, as well as seek board approval, in Q1 2024.</i> <i>*Additional interviews may be needed prior to selection</i>	2/29/2024*

## 6. PROCEDURES, TERMS, AND CONDITIONS

### GENERAL

#### *Incurring Cost*

This RFP does not commit Ava to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

***Claims Against Ava***

Neither your organization nor any of your representatives will have any claims whatsoever against Ava or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between Ava and your organization.

***Guarantee of Proposal***

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred eighty (180) days after the due date for receipt of proposals.

***Basis for Proposal***

Only information supplied by Ava in writing by the Contact in connection with this RFP should be used as the basis for the preparation of Consultant(s)'s proposal.

***Form of Proposals***

Proposals must be submitted electronically by e-mail to DERMS\_RFP@avaenergy.org.

***Amended Proposals***

Bidders may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format. The Contact will not merge, collate, or assemble proposal materials.

***Withdrawal of Proposal***

Bidders may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Consultant(s) must submit a written withdrawal request signed by the Consultant(s)'s duly authorized representative addressed to and submitted to the Contact.

***Late Responses***

To be considered, proposals must be received electronically by email by 5PM PST on December 11, 2023. No late responses will be considered.

***California Public Records Act (CPRA)***

All proposals become the property of Ava, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant(s) proprietary information is contained in documents submitted to Ava, and Consultant(s) claims that such information falls within one or more CPRA exemptions, Consultant(s) must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such

information, Ava will make best efforts to provide notice to Consultant(s) prior to such disclosure. If Consultant(s) contends that any documents are exempt from the California Public Records Act (CPRA) and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Alameda County, before Ava's deadline for responding to the CPRA request. If Consultant(s) fails to obtain such remedy within Ava's deadline for responding to the CPRA request, Ava may disclose the requested information.

Consultant(s) further agrees that it shall defend, indemnify, and hold Ava or its agents, harmless against any claim, action, or litigation (including, but not limited to, all judgments, costs, fees, and attorney's fees) that may result from Ava's assertion of an exemption or privilege as a basis for withholding any information marked confidential by the Consultant(s).

DO NOT MARK YOUR ENTIRE BID CONFIDENTIAL. ONLY MARK THOSE PAGES THAT YOU BELIEVE CONTAIN PROPRIETARY INFORMATION.

### ***Confidentiality***

All data and information obtained from or on behalf of Ava by the Consultant(s) and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Consultant(s) and its agents as confidential. The Consultant(s) and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from Ava.

Generally, each proposal and all documentation, including financial information, submitted by a Consultant(s) to Ava is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

### ***Electronic Mail Address***

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Bidders agree to provide the Contact with a valid e-mail address to receive this communication.

### ***Ava Rights***

Ava and its Contact reserve the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;

- c. Request that Bidders supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Bidders;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with any Consultant(s) without liability, and negotiate with other Consultant(s)(s);
- k. Disqualify any Consultant(s) on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to Ava;
- l. Eliminate, reject, or disqualify a proposal of any Consultant(s) who is not a responsible Consultant(s) or fails to submit a responsive offer as determined solely by Ava or its representative; or
- m. Accept all or a portion of a Consultant(s)'s proposal.

### ***Supplier Diversity***

Pursuant to California Senate Bill 255, Community Choice Aggregators (CCAs) are required to report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Bidders that execute a contract with Ava will be required to complete a Supplier Diversity Questionnaire. Ava will not consider race, sex, color, ethnicity, or national origin in procurement decisions; providing such information will not impact the selection process or good standing of executed contracts.

Ava encourages all eligible parties to get certified with the CPUC as a women, minority, disabled veteran and/or LGBT owned business enterprise (WMDVLGBTBE).

For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/Certifications/>).

### **EVALUATION CRITERIA**

Evaluations will be based upon the information provided in the proposals and such other information requested by Contact or Ava, or as deemed appropriate by Ava. Proposals must

provide clear, concise information and sufficient detail to enable reviewers/evaluators to evaluate the responsiveness and quality of the proposals to all RFP requirements. Evaluators will also review the proposals for format to ensure conformance with the RFP requirements. Proposals that fail to meet RFP requirements could be rejected. The Contact or Ava may waive minor irregularities in proposals if doing so would be in the best interest of Ava. Evaluators may recommend discontinuing evaluation of any proposal that is considered not in compliance with the RFP requirements.

The review/evaluation team will select the proposal that offers the greatest value to Ava based on an analysis of the following criteria:

	Scope (Parts I + 2) - Technical Evaluation Criteria	Points
1.	<p><b>Pricing</b></p> <ul style="list-style-type: none"> <li>● Alignment of costs with expected value</li> <li>● Transparency and clarity of pricing structure and timeline, associated services, and any additional costs.</li> <li>● Cost competitiveness compared to market competition</li> <li>● Ability for pricing structure to accommodate for future growth while maintaining cost effectiveness</li> </ul>	30
2.	<p><b>Technology</b></p> <ul style="list-style-type: none"> <li>● Comprehensive ecosystem of DER types including EV/EVSE, HPWHs, solar + storage, thermostats</li> <li>● Scalability and flexibility of DERMS platform to accommodate future EBCE programs</li> <li>● Ability to provide accurate load modification forecasts</li> </ul>	32
3.	<p><b>Experience and Qualifications</b></p> <ul style="list-style-type: none"> <li>● Proven track record of DERMS implementation within utilities or other similar environments</li> <li>● Experience in optimizing DERs for load modification and peak reduction</li> <li>● Direct partnerships with technology OEMs to drive influence</li> <li>● Existing MW/MWh(s) provided by respondent for Ava use</li> </ul>	25.5
4.	<p><b>Ava Special Procurement Preferences</b></p> <ul style="list-style-type: none"> <li>● Bidder Location - Ava Service Area</li> <li>● Bidder Location - Disadvantaged Community</li> <li>● Union Labor</li> <li>● Disabled-Veteran Owned Business</li> </ul>	5% 2.5% 2.5% 2.5%
	<b>TOTAL</b>	100

	Scope (Part III) - Technical Evaluation Criteria	Points
1.	<p><b>Pricing</b></p> <ul style="list-style-type: none"> <li>Clearly outlined and explained 3-year program budget</li> <li>Competitiveness of pricing and transparency of pricing structure</li> <li>Incorporation of performance-based metrics and payment as a total percentage of the non-incentive program budget</li> <li>Ability for pricing structure to accommodate for future growth while maintaining cost effectiveness</li> </ul>	22.5
2.	<p><b>Customer Acquisition Strategy</b></p> <ul style="list-style-type: none"> <li>Clarity and comprehensiveness of customer acquisition plan</li> <li>Innovative strategies for increasing enrollment into managed EV charging program</li> <li>Clear and reasoned year-over-year targets</li> </ul>	40
3.	<p><b>Experience and Qualifications</b></p> <ul style="list-style-type: none"> <li>Demonstrated experience managing and scaling managed EV charging programs.</li> <li>Coverage of available U.S. EV models for telematics integration</li> <li>Expertise in EV charging technologies and industry best practices</li> <li>Direct partnerships with auto and charger OEMs</li> <li>Ability to enroll residential and public/commercial fleets into managed charging program</li> </ul>	25
4.	<p><b>Ava Special Procurement Preferences</b></p> <ul style="list-style-type: none"> <li>Bidder Location - Ava Service Area</li> <li>Bidder Location - Disadvantaged Community</li> <li>Union Labor</li> <li>Disabled-Veteran Owned Business</li> </ul>	5% 2.5% 2.5% 2.5%
	<b>TOTAL</b>	100

In addition to these technical evaluation criteria, Ava will also consider a set of Special Procurement Preferences, outlined in our Administrative Procurement Policy.

As reflected in the Evaluation Criteria, contract award will not be based solely on cost, but on a combination of factors as determined to be in the best interest of Ava. Ava will not be bound to award the contract(s) based solely on the lowest bid submitted.

Ava's form Consulting Services Agreement is contained separately in Attachment C and includes Ava's current insurance requirements. Please note that these requirements are subject to change by Ava prior to execution of a contract with a selected Bidder and may require annual updating during the term of a Consulting Services Agreement. Bidders are expected to note any exceptions to the Consulting Services Agreement in the Bidder's response and failure to do so may preclude consideration of any requested change at a later date.

After evaluating the proposals and discussing them further with the Finalists or the tentatively selected Consultant(s), Ava reserves the right to further negotiate the proposed work and/or method, terms and amount of compensation. Ava further reserves the right to consider the changes made to the Consulting Services Agreement in its evaluation and selection.

## **INSTRUCTIONS TO BIDDERS**

### **AVA CONTACT**

The evaluation phase of the competitive process will begin upon receipt of bids until a contract has been awarded. Bidders must not have any contact with Ava personnel nor should they lobby evaluators or any member of the staff or Board of Directors during the evaluation process. Any communications outside of the procedures set forth in this RFP may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail, by Friday, November 24, 2023 to:

Ava Community Energy  
E-Mail: DERMS\_RFP@avaenergy.org

The Ava website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <https://avaenergy.org/solicitations/> to view current opportunities.

### **SUBMITTAL OF PROPOSALS**

All bids must be received at East Bay Community Energy by 5:00 p.m. on December 11, 2023. Bids will be received only at the addresses shown below any bid received after that time and date or at a place other than the stated address will not be considered and will be returned to

the bidder unopened. Electronic bids must be submitted in a non-alterable format such as a .pdf.

1. Bidders **must** submit an electronic copy of their proposal via email to the following:
  - a. Feliz Ventura – [DERMS\\_RFP@avaenergy.org](mailto:DERMS_RFP@avaenergy.org)
2. Bidders are responsible for all of their costs required for the preparation and submission of a bid.
3. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” means, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
4. All other information regarding the bid responses will be held as confidential until the Review Committee has completed its evaluation, a recommended award has been made by the Ava Board of Directors, and the contract has been fully negotiated.
5. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
6. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), Ava will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant(s) may be subject to criminal prosecution.
7. The undersigned Bidder certifies that it is, at the time of bidding, and throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
8. It is understood that Ava reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one-hundred and eighty (180) days, unless otherwise specified in the Bid Documents.

## **RESPONSE FORMAT**

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. **Objections for the form of Consulting Services Agreement:** Bidders must provide any and all specific objections to the Form Consulting Services Agreement in order for any changes to be considered. Stating an objection does not guarantee that Ava will accept such changes.

## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.). Required documentation may be combined for responses to multiple scope items in 1-3, but should respond to 4-6 with reference to each scope individually.

- 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- 2. **Letter of Transmittal:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the Ava and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the Ava. This synopsis should not exceed three pages in length and should be easily understood.
- 3. **Key Personnel:** Bid responses shall identify the lead contact and include a complete list of all key personnel associated with the RFP. This list must include all key personnel, and a description of their qualifications, who will provide services/training to Ava staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included, with a maximum of 1 page per person at 10 total pages:
  - (a) The person's relationship with Bidder, including job title and years of employment with Bidder;
  - (b) The role that the person will play in connection with the RFP;
  - (e) Person's relevant experience, certifications, and/or merits.
- 4. **Scope of Work:** Bidder shall provide contract-ready scope of work based on the Statement of Requirements.
- 5. **Supplemental Questionnaire:** Bidder shall include responses and supporting documentation for Attachment A: Supplemental Questionnaire
- 6. **Costs:** Bidder shall include a detailed breakdown of all costs associated with the proposal as requested in Attachment A.
- 7. **References:**

Bidders are to provide a list of three (3) current clients. References should have similar scope, energy/capacity and other requirements to those outlined in these specifications, terms and conditions.

References must include: company name, contact person (name and email), address, telephone number, date of services, and description of services provided. Additionally, if the proposal involves a teaming arrangement, please also include references for the partner organization.

Ava staff may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. Ava staff reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

## Attachment A

### Supplemental Questions

#### A. Additional required responses:

##### a. Scope Part I&II

- i. **Capabilities Narrative:** Please provide a written summary with evidence, examples, certifications, etc. demonstrating the offer's compliance with the desired characteristics and abilities described in the Statement of Requirements, structured with clear headings corresponding to each topical group and requirement.
- ii. **Capabilities Matrix:** Please provide a comprehensive capabilities matrix for the suite of technologies the DERMS platform can manage. This matrix may include load management capabilities, communication protocols, interoperability, etc. and be accompanied by a succinct written description of the matrix.
- iii. **Track Record and Achievements:** Please provide an overview of operational or concluded deployments of the DERMS platform, calling out notable achievements and whether the DERMS fulfilled its contractual goals on time and on budget.
  1. Include a table specifying:
    - a. Aggregate capacity (kW) and count of existing ADR customers broken down by Utility Distribution Company (UDC), Load Serving Entity (LSE), state and county location, and device type (exclude customer-specific confidential information).
    - b. Aggregate capacity (kW) and count of existing non auto control customers broken down by UDC, LSE, and state and county location (exclude customer-specific confidential information).
    - c. Settlement history in kW and number of transactions by party
    - d. c. Experience with "bring your own device" integrations
- iv. **Partnership Network:** Please describe your existing and anticipated partnerships with OEMs and other technology providers. How do you ensure a seamless integration across devices from a variety of

manufacturers? How does your DERMS platform accommodate for emerging technologies?

- v. **Collaboration with Program Implementers:** How would your DERMS platform collaborate with outside implementers responsible for DER acquisition across different technologies? How does your platform ensure interoperability across different program implementers and technology verticals under management by the DERMS?
- vi. **Existing DERs:** What scale of existing DERs can you commit to bringing for Ava use on upon contract inception? Which technologies is this coming from? What is the dispatch window/duration for these technologies? Do you foresee this amount growing year over year? If so, how?
- vii. **Recommendations for Ava:** Given your firm's experience, what advice would you provide to Ava about developing, implementing and operating a DERMS platform with the intent to manage peak load?

b. Scope Part III

- i. **Customer acquisition:** Describe your customer acquisition strategy? How do you plan to leverage your own marketing and Ava branding to attract and onboard EV drivers to our platform? Describe the steps involved in identifying and signing up a new customer.
- ii. **Incentives:** What incentives or promotions will be offered to encourage enrollment? Describe value to customer, utility, and technology manufacturer. How will you structure these incentives to ensure ongoing participation and customer retention?
- iii. **Partnerships:** Describe your partnerships with automakers or other stakeholders. Beyond telematics, how are you actively collaborating with automakers and charging infrastructure providers on streamline managed charging enrollment program. Do you have a strategic vision for acquiring customers closer to point of sale?
- iv. **Scaling Enrollment:** What number of EVs and share of % of Ava's EV market do you commit to enrolling in Year 1? How do you plan to scale enrollments year over year?
- v. **Customer support:** How will you provide ongoing support to address customer inquiries, technical issues, or concerns from participants?

B. Please provide a narrative schedule with key milestones or benchmarks for program launch separately for each scope component for which the offer is responsive. Please

clearly indicate what is needed from Ava and by when in your schedule narrative. A visual representation of the schedule is allowable in addition to the narrative component.

- C. Please provide a narrative and cost estimates for each component of the RFP on an annual basis, and fill in the provided Cost Estimate Template:
  - a. Part I: DERMS platform – Provide baseline pricing for the DERMS platform acquisition, training, and use by Ava. Please include pricing for all proposed capabilities and fees in this price.
  - b. Part II: Provide pricing details for use of existing DERs based on a per-asset fee (i.e., for the MW(s)/MWh(s) of existing resources, what is the proposed cost per MW/MWh and per device type?)
  - c. Part III: Bidder to provide performance-based metrics that reflect Ava’s priorities related to enrollment and retention of enrolled devices, and describe incremental costs for expected growth of customers.
  
- D. EBCE Procurement Preferences
  - a. Does your organization have an office located in Ava’s service territory or does at least 25% of your workforce reside in Ava’s service territory?
  - b. Will your organization use union labor or union contractors for these services if selected?
  - c. Is your organization registered as a Disabled Veteran Business Enterprise with the California Department of General Services?
  - d. Is the office where work will primarily be conducted on behalf of Ava for these services be located in a Disadvantaged Community as identified by the California Environmental Protection Agency’s CalEnviroScreen Tool?

## Attachment B

### Resource-Specific Requirements

The following resource-specific requirements are listed in order of priority.

#### I. Residential EV charging

- Baseline Requirements
  - Ability to manage and monitor residential home charging
  - Load modification/Demand response is managed such that it does not usurp vehicle ready-by-time for the customer
  - Ava maintains first position rights to claim and monetize LCFS credits generated through enrolled vehicles & chargers
  - Ability to provide quarterly reports for claiming LCFS credits
  - Ability to integrate with third-party providers via their consumer-facing portal (e.g. auto OEM apps)
- Additional Capabilities of Interest
  - Load modification includes data on GHG content of energy used for charging
  - Ability to propose participation in resiliency events to customer
  - Ability to manage and monitor light duty fleet charging

#### II. Residential/Small Commercial behind the meter solar and storage

- Baseline Requirements
  - Manage and optimize charging of battery, prioritizing solar charging
  - Manage battery dispatch in a manner that considers customer cost savings, demand charges and other considerations as needed to estimate and deliver load modification
  - Manage batteries installed in Ava's Energy Resilient Municipal Facilities program
- Additional Capabilities of Interest
  - Data on performance includes information on GHG savings from solar and battery management
  - Vendor can modify dispatch schedule based on grid resiliency events, such as CAISO FlexAlert

#### III. Residential heat pump hot water heaters

- Baseline Requirements

- Ability to manage HPWHs that are listed as eligible for SGIP incentive (pending a full list from TECH team)
- Ability to manage when HPWH operations (for example, pre-heating water before peak hours)
- Ability for customer to override the provider's management of device