

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

IN RE: THE OFFICE OF ENERGY RESOURCES :  
 BUDGET REQUEST TO PERFORM CEILING : DOCKET NO. 4604  
 PRICE SERVICES OR STUDIES FOR THE :  
 RENEWABLE ENERGY GROWTH PROGRAM :

**THE OFFICE OF ENERGY RESOURCES RESPONSE TO THE PUBLIC UTILITIES  
COMMISSION’S FIRST SET OF DATA REQUESTS**

**2018-1. Please provide an itemized budget to support the request for \$85,000 to perform ceiling price studies for the 2020 Renewable Energy Growth Program year.**

Response: Please note that the original request for \$85,000 has been amended to a request for \$65,000. See Table 1 below for budget breakdown.

<b>Table 1</b>		
<b>Task</b>	<b>Estimated Allocation</b>	<b>Estimated Budget Allocation</b>
Research & Data Gathering	30%	\$17,280
Ceiling price analysis & modeling – multiple iterations	20%	\$11,520
Review stakeholder comments; conduct follow-up calls and research; modeling iteration	10%	\$5,760
Public presentations and facilitated stakeholder discussion – multiple meetings	15%	\$8,640
Prepared Ceiling Price recommendations	10%	\$5,760
Participate in PUC hearing, discovery and proceedings	15%	\$8,640
<b>Total Budget</b>		<b>\$ 57,600</b>

As has been the case for prior requests, the requested amount serves as a do-not-exceed amount and only the actual amount utilized will be recovered through ratepayers. The funds requested above the estimated budget illustrated in Table 1 above (\$65,000 minus \$57,600) provide OER and the DG Board with the ability to adjust in response to market conditions or enacted federal legislation and such adjustments could be beyond the scope of the consultant agreement.

**2018-2. Please provide an itemized budget to support the request for \$140,575 for solar quality assurance field case studies.**

Response: See Table 2 below.

Table 2			
Task	Quantity	Unit Cost	Total Cost
Task 1 – Project Planning	1	\$4,000	\$4,000
Task 2.1 – Small Solar Inspections	87	\$825	\$71,775
Task 2.2 – Medium Solar Inspections	8	\$1,200	\$9,600
Task 2.3 – Large Solar Inspections	4	\$1,500	\$6,000
Task 3 – Wind Inspection	1	\$1,500	\$1,500
Task 4 – Customer Survey	1	\$9,800	\$9,800
Task 5 – Draft Report	1	\$12,600	\$12,600
Task 6 – Final Report	1	\$5,000	\$5,000
Task 7 – Presentations	2	\$5,900	\$11,800
Task 8 – REG Minimum Technical Requirements	1	\$2,500	\$2,500
Task 9 – Training for New Installers and Self-Installers	1	\$6,000	\$6,000
<b>Total Budget</b>			<b>\$140,575</b>

**2018-3. Please provide a copy of the contract with Sustainable Energy Advantage and the State that resulted from solicitation number 7587549.**

Response: The contract between Sustainable Energy Advantage and the State is attached hereto as Attachment A.

**2018-4. On page 3 of OER’s filing in this docket, it states that OER and the Division of Public Utilities and Carriers are interested in examining possible location-based incentives to be factored into ceiling prices as early as the 2020 Program year. Please provide an itemized budget to support the request for funding of this work.**

Response: After consulting with the Division, OER has withdrawn its request for an addition \$20,000.00 to examine possible location-based incentives through the ceiling price studies.

**2018-5. R.I. Gen. Laws § 39-26.6-22 allows the electric distribution company to propose to include an incentive-payment adder to winning bids in desired geographical locations “within its load zone where there is an identifiable system benefit, reliability benefit, or cost savings to the distribution system in that geographical area.” In its 2019 System Reliability Procurement Plan (SRP Plan) filing (Docket No. 4889), National Grid (as part of a settlement) outlined its process for locational research and analysis for the Renewable Energy Growth Program. The SRP Plan further stated that “Since the**

analysis found that there were no constraints and no costs to avoid, the Company deferred implementing a Locational Incentive program. However, the Company did outline how it could design and calculate a potential locational incentive if forecasts point to constraints in the future. The process is outlined [further in the SRP Plan] and it is still the process the Company proposes to use if forecasts point to constraints in the future if forecasts point to constraints outside of the South County NWA projects.”

- a. Where the SRP Plan sets forth an agreement on how locational incentives would be analyzed, why is there additional funding being requested to analyze locational incentives?
- b. What factors will OER and the Division be considering that is different from the factors National Grid is required to consider when determining whether to propose to include an incentive-payment adder?

Response: After consulting with the Division, OER has withdrawn its request for an addition \$20,000.00 to examine possible location-based incentives through the ceiling price studies.

**2018-6.** Referencing page 3 of 61, of the 2019 SRP Plan, it states, “the Company recognizes the desire to more fully implement the entire NWA and locational incentive effort with the work proposed in a particular year’s ISR Plan filing. To assist with this effort, the Company will host quarterly NWA/Locational Incentive meetings to provide further transparency to the Rhode Island Division of Public Utilities and Carriers (Division) and the Rhode Island Office of Energy Resources (OER) similar to the quarterly DG meetings currently held with the Division and OER.” Similarly, page 5 of 61 states that the 2019 SRP Plan includes “an analysis of locational incentives for solution providers in Rhode Island.”

- a. If the SRP Plan contemplates quarterly meetings to address locational incentives, what is the rationale for seeking additional funds for OER and the Division to conduct independent analysis?

Response: After consulting with the Division, OER has withdrawn its request for an addition \$20,000.00 to examine possible location-based incentives through the ceiling price studies.

RESPONDENTS: Christopher Kearns, OER & Shauna Beland, OER

DATED: December 21, 2018

# Attachment A

**2020-2024 RENEWABLE ENERGY GROWTH PROGRAM CEILING PRICES  
SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this 28 day of August 2018, by and between the **RHODE ISLAND OFFICE OF ENERGY RESOURCES (“OER”)**, and **SUSTAINABLE ENERGY ADVANTAGE, LLC (“VENDOR”)**.

**RECITALS**

**WHEREAS**, OER is an office within the executive department of the State of Rhode Island (“State”) government established pursuant to R.I. Gen. Laws § 42-140-2 whose address is One Capitol Hill, Providence, RI 02908;

**WHEREAS**, VENDOR is a limited liability company qualified to do business in the State whose principal business address is 161 Worcester Rd., Suite 503, Framingham, MA 01701;

**WHEREAS**, the Rhode Island Distributed Generation Board (“DG Board”) is a board established pursuant to R.I. Gen. Laws § 39-26.2-10 whose purposes are described in R.I. Gen. Laws §§ 39-26.2-10 and 39-26.6-4;

**WHEREAS**, R.I. Gen. Laws § 39-26.6-4(b) authorizes OER, in consultation with the DG Board, to hire VENDOR to perform the services detailed herein;

**WHEREAS**, the Rhode Island Department of Administration, Division of Purchases (“Division”) on behalf of OER and the DG Board issued Request for Proposals # 7587549 –Renewable Energy Growth Program - 2020-2024 Ceiling Price Development (“RFP”) which is hereby incorporated by reference into this Agreement and attached as Exhibit A;

**WHEREAS**, in response to the RFP, the VENDOR submitted a proposal dated March 1, 2018 (“Proposal”) which is hereby incorporated by reference into this Agreement and attached as Exhibit B; and

**WHEREAS**, OER, in consultation with the DG Board, has recommended that the VENDOR be retained to perform the annual services detailed in the RFP, and such recommendation has been approved by the Rhode Island Department of Administration, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the parties do hereby agree as follows:

**1. SERVICES**

VENDOR agrees to provide the personnel, supplies, equipment and labor necessary to perform its services as outlined in Section 3 of the RFP (collectively, the “Services”). The parties agree that VENDOR will perform the Services in accordance with its Proposal. Any material change or addition to the scope of Services shall be agreed upon in writing by OER and VENDOR, and VENDOR agrees to perform additional services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any additional services shall be in writing from the OER.

**2. TERM**

This Agreement shall become effective on the date of the last signature below and upon issuance of a purchase order by the Division. The initial Agreement period will begin on April 1, 2019 and run for one year. This Agreement may be renewed, at the discretion of OER, for up to four additional 12-month periods based on vendor performance and the availability of funds.

**3. COMPENSATION**

For the initial period, OER shall pay VENDOR at the hourly rates as set forth in Table 1 below for Services rendered and for reasonable expenses incurred by VENDOR provided that the total amount paid to VENDOR for the initial period under this Agreement shall not exceed \$57,570. For each of the four-year renewal option periods, the do not exceed amount of \$57,570, and underlying 2018 rates as set forth in Table 1 below, will be adjusted by 3.5% per period, which is intended to reflect inflationary costs borne by the VENDOR. To this end, the proposal costs of services to OER remains constant on a real dollar basis through the end of the renewal periods.

Table 1		
Company & Position	Minimum Hourly Rate	Maximum Hourly Rate
<b>Sustainable Energy Advantage, LLC</b>		
Managing Director & President	\$ 269.00	\$ 285.00
Sr. Director	\$ 239.00	\$ 260.00
Director	\$ 213.00	\$ 241.00
Sr. Consultant	\$ 190.00	\$ 219.00
Consultant	\$ 165.00	\$ 194.00
Principal Analyst	\$ 139.00	\$ 167.00
Sr. Analyst	\$ 125.00	\$ 147.00

Analyst	\$ 110.00	\$ 132.00
Research Staff / Fellow	\$ 87.00	\$ 147.00
Research Staff / Intern	\$ 66.00	\$ 121.00
<b>Mondre Entergy Inc.</b>		
Vice President, Engineering	\$185	\$210
Energy Engineer	\$135	\$155

At the completion of each month, VENDOR shall submit an invoice to OER for all Services rendered, included hours worked for each position, plus reasonable expenses incurred to perform the task, which invoice shall provide detail satisfactory to OER. OER shall make payment to VENDOR for all approved Services and reasonable expenses within thirty (30) days of receipt of invoice, subject to the \$57,570.00 cap described above. If OER has any objections to an invoice, OER will provide written notification to VENDOR of the specific charges at issue within twenty (20) business days of discovering the specific charges.

**4. EMPLOYEES AND AGENTS**

VENDOR represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement.

The VENDOR is and throughout the period of this Agreement shall be an independent contractor and not an employee, partner or agent of the OER or the State of Rhode Island. A standard Form 1099 will be furnished by the State for tax purposes to the VENDOR who will be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to the VENDOR pursuant to this Agreement. VENDOR shall comply fully with all federal, state and local laws and regulations applicable to VENDOR and OER, and with all policies, guidelines and instructions of OER in effect from time to time. VENDOR shall have no authority to make any representation, warranty, agreement or other undertaking on behalf of the OER, or to bind the OER in any manner whatsoever, and VENDOR shall not claim to have such authority or otherwise purport to act on behalf of the OER. VENDOR represents and warrants to OER that VENDOR is knowledgeable and has the required expertise and skill to perform the Services and shall require no training or instruction from OER with respect to the performance of the Services. VENDOR shall procure and maintain at its own cost and expense all health, dental, life, disability, and professional liability insurance for its employees.

Nothing in this Agreement is intended to create a joint venture relationship or

partnership between the parties.

**5. STANDARD OF PERFORMANCE**

VENDOR will perform the Services with the standard of care normally exercised by professional consulting firms performing comparable services under similar conditions, judged as of the time the services are rendered.

VENDOR shall be and remain, fully responsible to OER for all the Services furnished by or under this Agreement and shall, without additional cost or fee to OER, correct and revise any errors or deficiencies in its performance.

OER shall provide VENDOR with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give VENDOR a reasonable time under the circumstances to correct said error or deficiency.

**6. REPRESENTATIVES**

Chris Kearns shall act as OER's representative in all dealings with the VENDOR. Jason Gifford, shall act as VENDOR's representative in all dealings with OER. If the representative shall change, the party making the change shall notify the other party in writing.

**7. DOCUMENTS**

OER agrees to furnish or provide to VENDOR any information or material in its possession that is relevant to VENDOR's performance of the Services.

All documents and reports developed under this Agreement shall become the property of OER and be promptly delivered to OER upon request. If access to any information in VENDOR's possession relating to the Services is sought by a third party, or any of VENDOR's employees (current or former), contractors or agents are requested or compelled to testify as a fact witness in any legal, regulatory or administrative proceeding related to the Services, VENDOR will promptly notify OER of such action, to the extent it may legally do so.

All working papers shall remain the property of VENDOR but VENDOR shall make said working papers available to OER upon request. VENDOR shall retain ownership of its pre-existing intellectual property rights which may be embodied

in any deliverables provided to OER, subject to a perpetual, non-exclusive, worldwide license to OER to use such intellectual property as embodied in the deliverables.

VENDOR shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided by OER.

## **8. INDEMNIFICATION AND LIMITATION OF LIABILITY**

To the fullest extent permitted by law, VENDOR shall defend, indemnify and hold harmless OER its officers and employees, from and against any and all third party claims, damages, losses, and expenses, including but not limited to costs of defense and attorney's fees, arising out of or resulting from: (i) VENDOR's breach of any provisions of this Agreement; or (ii) the acts or omissions of VENDOR, its employees or agents; provided, however that VENDOR's cumulative liability for all claims related to the Services other than claims for injuries to persons or damage to property, regardless of whether sounding in contract, tort or otherwise, shall be limited to the amounts paid, payable, or to become payable to VENDOR by OER pursuant to this Agreement.

In no event shall either party, its affiliates, directors, officers, employees, agents and representatives be liable for any indirect, consequential, punitive or special damages arising out of or related to this Agreement or the work performed hereunder, whether in contract, tort (including negligence), strict liability or otherwise, even if such party has been advised of the possibility of such loss or damage.

## **9. INSURANCE**

The VENDOR hereby represents that it has been issued insurance policies covering, at a minimum, commercial general liability, property liability, workers' compensation liability, professional liability and automobile liability, each of which is valid and enforceable and are in full force and effect and (except for workers' compensation) in an amount not less than One Million Dollars (\$1,000,000.00) which policy or policies name OER as an additional insured, and which are non-cancellable except upon thirty (30) days prior written notice which the VENDOR will endeavor to give to OER. Such policies are in accordance with any applicable Rhode Island law and shall remain in full force and effect for the duration of this Agreement. Prior to commencing work under this Agreement, VENDOR will provide OER with a certificate or certificates of insurance evidencing the aforesaid coverage.

**10. TERMINATION**

OER may terminate this Agreement at any time by giving ten (10) days' written notice to the VENDOR of such termination and the effective date thereof, which shall not be less than ten (10) days from the date of such notice. In the event of such termination, OER shall compensate VENDOR for Services rendered prior to the effective date of termination of the Agreement, but VENDOR shall not be entitled to any further payment under this Agreement for any Services rendered after the effective date of said notice.

**11. CONFIDENTIALITY**

Other than as may be required by any applicable law, government order or regulation, or by order or decree of any court of competent jurisdiction, VENDOR agrees not to publicly divulge or announce, nor in any manner disclose to any third party, any information or matters revealed to it pursuant hereto, or any of the specific terms and conditions of this Agreement, and further agrees to do all such things as are reasonably necessary to prevent any such information becoming known to any party other than the parties involved with the transaction. This obligation of confidentiality will not cover information that (a) at the time of disclosure by OER to VENDOR is in, or later becomes part of, the public domain other than as a result of VENDOR's breach of confidentiality, (b) was known by VENDOR at the time OER disclosed it, (c) has been developed by VENDOR without reference to the confidential information OER discloses to VENDOR, or (d) is required to be disclosed pursuant to subpoena or other governmental or judicial process purporting to compel disclosure.

**12. NO ASSIGNMENT**

Neither party to the Agreement shall assign the Agreement or subcontract it, in whole or in part, without the written consent of the other, nor shall the VENDOR assign any moneys due or to become due to it hereunder, without the previous written consent of OER.

**13. NON-WAIVER**

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the

right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

**14. NOTICE**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

VENDOR:

Sustainable Energy Advantage  
161 Worcester Rd  
Framingham, MA 01701  
Attn: Jason Gifford

OER:

Rhode Island Office of  
Energy Resources  
One Capitol Hill  
Providence, RI 02908  
Attn: Chris Kearns

With a copy to:  
Sustainable Energy Advantage  
161 Worcester Rd  
Framingham, MA 01701  
Attn: Robert Grace

**15. COMPLIANCE WITH THE LAW**

In its performance under this Agreement, VENDOR will comply with all applicable federal, State of Rhode Island, and local laws, and all applicable State of Rhode Island regulations including but not limited to all laws and regulations prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age or gender or sexual orientation.

**16. GOVERNING LAW**

This Agreement and performance hereunder shall be construed under the laws of the State of Rhode Island, without reference to principles of conflicts of law thereof.

**17. CONSENT TO JURISDICTION**

EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF RHODE ISLAND FOR

THE PURPOSE OF ANY SUIT, ACTION, PROCEEDING OR JUDGMENT RELATING TO OR ARISING OUT OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. SERVICE OF PROCESS IN CONNECTION WITH ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON EACH PARTY HERETO BY THE SAME METHODS AS ARE SPECIFIED FOR THE GIVING OF NOTICES UNDER THIS AGREEMENT. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING AND TO THE LAYING OF VENUE IN SUCH COURT. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURTS AND IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL ACTION RELATING TO OR ARISING OUT OF THIS ORDER OR THE WORK PERFORMED HEREUNDER.

**18. SEVERABILITY**

Each section of this Agreement and each part thereof is hereby declared to be an independent section. If any section or part thereof is held to be void, ineffective or unconstitutional for any cause, it shall not be deemed to affect any other section or part thereof; and all other sections and parts thereof shall continue in full force and effect.

**19. REPRESENTATIONS AND WARRANTIES**

- (a) VENDOR represents and warrants that it is in full compliance with Title 17, Chapter 27 of the Rhode Island General Laws (Reporting of Political Contribution by State Vendors) and Title 41, Chapter 139 (Executive Branch and Public Corporation Lobbying).
- (b) VENDOR represents and warrants that no broker to whom a commission fee or other compensation is payable is or has been involved in or brought about this Agreement.
- (c) VENDOR represents and warrants that it is a Massachusetts corporation qualified to do business in Rhode Island and is in good standing under

the laws of Rhode Island.

**20. MISCELLANEOUS**

- (a) In the event of a conflict between the main body of this Agreement and any exhibit or between exhibits, the following order of precedence shall apply with the number (1) being the highest priority:
  - (1) The main body of the Agreement.
  - (2) Exhibit A
  - (3) Exhibit B
  
- (b) This Agreement or any amendments hereto may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any original counterpart.
  
- (c) This Agreement is subject to the Access to Public Records Act (Title 38, Chapter 2 of the Rhode Island General Laws).
  
- (d) VENDOR shall retain all documents, papers records and books that are pertinent to this Agreement for a period of three years following the termination of this Agreement.
  
- (e) Section headings contained herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be duly executed.

**RHODE ISLAND OFFICE OF ENERGY RESOURCES:**



Name: Carol Grant  
Title: Commissioner

Date 8/28/18

**SUSTAINABLE ENERGY ADVANTAGE, LLC:**



\_\_\_\_\_  
Name: Robert C. Grace  
Title: President & Managing Director

8/28/18

Date

**Exhibit A**

Request for Proposal  
(To be attached)



**Solicitation Information  
February 5th, 2018**

**RFP# 7587549**

**TITLE: Renewable Energy Growth Program -- 2020-2024 Ceiling Prices Development**

**Submission Deadline: March 5<sup>th</sup>, 2018 at 10:30 AM (Eastern Time)**

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

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

**DATE:**

**LOCATION:**

Questions concerning this solicitation must be received by the Division of Purchases at [max.righter@purchasing.ri.gov](mailto:max.righter@purchasing.ri.gov) no later than **February 19<sup>th</sup>, 2018 at 5:00 pm (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**BID SURETY BOND REQUIRED: NO**

**PAYMENT AND PERFORMANCE BOND REQUIRED: NO**

Max Righter, Buyer II

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM**

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## SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Office of Energy Resources (“Office”) and Distributed Generation Board (“Board”), is soliciting proposals from qualified firms to provide services of a qualified consultant to develop the 2020 to 2024 ceiling prices for the eligible renewable energy technologies under the Renewable Energy Growth Program, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The initial contract period will begin approximately October 31, 2018 for one year. Contracts may be renewed for up to four additional 12-month periods based on vendor performance and the availability of funds.

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

### **Instructions and Notifications to Offerors**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.

7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

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

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

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

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

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

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For

public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at [Krystal.Waters@doa.ri.gov](mailto:Krystal.Waters@doa.ri.gov) .

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

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

## SECTION 2. BACKGROUND

RIGL §39-26.6 created the Renewable Energy Growth Program. The program required electric utilities to execute tariffs annually for 40 megawatts of renewable generation capacity between 2020-2029.

The Office and the Board are authorized to hire a qualified consultant to develop and recommend annual ceiling prices for each of the eligible renewable energy technologies, classes, and system size ranges included in the law. To implement the Renewable Energy Growth Program, these ceiling prices will be annually developed by the consultants; reviewed and approved by the Office and Board; and then submitted to the RI Public Utilities Commission for review and approval.

This contract shall cover the development of ceiling prices for the 2020 to 2024 program year ceiling prices. Attached is a link to the Renewable Energy Growth Program law:

<http://webserver.rilin.state.ri.us/Statutes/TITLE39/39-26.6/INDEX.HTM>

## **SECTION 3: SCOPE OF WORK AND REQUIREMENTS**

### **1. Eligible Applicant Threshold Criteria**

2. The consultant will be expected to collect industry data and best practices and use this analysis to inform and guide their recommendations.
3. Respondents should detail the methodology they plan to use to collect and analyze this data to provide recommendations. The proposed analytical methodology plan for developing the ceiling prices will be accessible to the Board, Office and public.
4. In developing the 2011-2018 ceiling prices for the Distributed Generation Standard Contracts and Renewable Energy Growth Programs, the Office and Board has used the Cost of Renewable Energy Spreadsheet Tool (CREST) for developing and receiving approval from the RI Public Utilities Commission for the annual ceiling prices between 2011-2018. However, respondents are welcomed and encouraged to propose other proven methodologies outside of CREST in developing the annual ceiling prices.

### **Overview- Scope of Work**

As described above, the consultant will develop annual ceiling prices for multiple renewable energy classes for the 2020 to 2024 Renewable Energy Growth program years. These will include the following:

- Five (5) solar classes, including residential, medium, commercial and large solar;
- Two (2) wind classes, including one for commercial wind and small wind;
- One (1) anaerobic digestion classes; and
- One (1) small-scale hydropower classes
- Two (2) additional ceiling prices for renewable system sizes determined by the Board.

The Board will determine the specific kilowatt or megawatt system size ranges for each eligible renewable energy technology after a consultant is selected.

## **Scope of Annual Work - Specific Requirements and Tentative Timeframes**

### **Phase 1: Data Gathering (May-September)**

The Consultant will perform the following:

- Collect cost data associated with developing and installing renewable energy systems in Rhode Island and the rest of the Northeast region. These costs should include interconnection, permitting, local taxes and material costs.
- Identify all federal renewable energy tax incentives that will be available for each of the Renewable Energy Growth program years.
- Compile a database for the Office and Board with historic data on both the proposed and executed ceiling prices from the 2011-2018 program years.
- Develop a proposal for the process to solicit stakeholder input, including two public stakeholder meetings in Providence at the Office of Energy Resources and distributing a stakeholder solicitation for data/comment inputs for the development of the annual ceiling prices.
- Present the findings of the work above, along with the methods used to collect and analyze the data, to the OER and Board at its annual October meeting where the annual Renewable Energy Growth program is voted on.
- Responding to all questions posed by the Office, Board and stakeholders regarding the ceiling prices developed and the analysis/methodology used.

### **Phase 2: Analysis and Synthesis (July-September)**

- Create a draft template for the process to develop the annual ceiling prices.
- Draft preliminary annual ceiling prices using this template.
- Present preliminary ceiling prices information and receive feedback at two public stakeholder meetings. These meetings will occur at the Office of Energy Resources located at the Department of Administration on 1 Capitol Hill, Providence RI. The public stakeholder meetings are generally 2 hours each.
- Respond in writing to all questions and comments received at the public hearing(s). Provide these responses to the Office and Board to be posted publicly.
- During this phase, provide bi-weekly progress updates to the Office and Board.

### **Phase 3: Final Recommendations (September-October)**

- Incorporating feedback from Phase 2, draft final proposed annual ceiling prices and present at the Board meeting.
- Present final proposed Renewable Energy Growth ceiling prices to the Board at a Board meeting on or before October 31<sup>st</sup>. Respond to any final questions or comments. After the

presentation, Board members will vote on whether to accept the proposed annual ceiling prices.

- During this phase, continue to provide weekly progress updates to the Office and Board.

#### **Phase 4: Preparation for the Public Utilities Commission Docket (October-November)**

- Final ceiling prices need to be approved by the Public Utilities Commission. After Board approval in October, the consultant will work closely with the Office and Board to compile information and assist in the preparation of a report to be filed in early November for the relevant Public Utilities Commission docket proceedings.
- The Office prepares the report, but the consultant will be required to incorporate all of the relevant ceiling prices information into the report for the Office to file to the Public Utilities Commission

#### **Phase 5: PUC Proceedings (December-February)**

- Attend and participate, as required or directed, all relevant Public Utilities Commission docket hearings. The docket hearings will occur at 89 Jefferson Boulevard, Warwick, RI. Historically, during past ceiling prices docket hearings with the Renewable Energy Growth program they are generally an all-day hearing over the course of 1 or 2 days.
- Respond to any data requests made by the Public Utilities Commission and other parties with standing that result from the Commission docket proceedings.

#### **Developing Ceiling Prices - Public Information**

Any proposed methodology/analytical process proposed and used in the development of the annual ceiling prices shall be fully transparent and available to the DG Board, OER and public.

#### **Timeline**

The workplan begins each year in the Spring. Phases 1-3 are to be completed by the end of October. Phases 4-5 will be completed between November and early February.

## **SECTION 4: PROPOSAL**

### **A. Technical Proposal**

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

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field of billing in general and water testing billing in particular, if any.
2. **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience as a 3<sup>rd</sup> party billing agency,

including experience in billing for tests/procedures. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.

3. **Work Plan** - Please describe in detail, the framework within which requested billing and collection services will be performed. The following elements should be included: 1) methods used to verify demographic and client information 2) methods for reconciling missing or inconsistent information initially provided for billing purposes, 3) follow-up measures employed on accounts with outstanding balances, 4) methods used to maximize reimbursement rates and frequency. 5) a system of controls to identify errors, omissions and feedback to the Offeror.
  
4. **Approach/Methodology** – Define the methodology to be used for the submission of billing information to clients as well as the process of generating billing statements and/or fee collection from a variety of clients. What procedures will be used to ensure accurate and timely collection of fees?

### **B. Cost Proposal**

Funding and selection of a consultant by the Board will be contingent on securing funding through the Public Utility Commission pursuant to the REG law. Please provide the annual cost for the services, as well as a breakdown of the hourly rates for those that will be providing the services.

### **C. ISBE Proposal**

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

## **SECTION 5: EVALUATION AND SELECTION**

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Possible Points</b>
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	15 Points
Work Plan	20 Points
Approach Proposed	25 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost proposal*	30 Points
<b>Total Possible Evaluation Points</b>	<b>100 Points</b>
ISBE Participation**	6 Bonus Points
<b>Total Possible Points</b>	<b>106 Points</b>

**\*Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

**\*\*ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and

it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself , the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}) \\ & \times \text{Maximum ISBE participation points)} \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive  $(12\% \div 20\%) \times 6$  which equals 3.6 points.

**General Evaluation:**

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

**SECTION 6. QUESTIONS**

Questions concerning this solicitation must be e-mailed to the Division of Purchases at [Max.Rightier@purchasing.ri.gov](mailto:Max.Rightier@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7587549** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

**SECTION 7. PROPOSAL CONTENTS**

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate

forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*

4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to fifteen (15) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
  - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
  - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
  - c. Three (3) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
  - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
  - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
  - c. Four (4) printed paper copies

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

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
  - a. Vendor’s name
  - b. RFP #
  - c. RFP Title
  - d. Proposal type (e.g., technical proposal or cost proposal)
  - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

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

**B. Formatting of written documents and printed copies:**

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including

attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.

- c. The cost proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

## **SECTION 8. PROPOSAL SUBMISSION**

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked “**RFP# 7587549**” to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

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

## **SECTION 9. CONCLUDING STATEMENTS**

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

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State’s General Conditions of Purchases can be found at the following URL:  
<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

## **APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM**

### **A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)**

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

### **B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:**

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RHODE ISLAND 02908**

**MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN**

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification:     MBE     WBE     Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

**Prime Contractor/Vendor Signature**

**Title**

**Date**

**Subcontractor/Supplier Signature**

**Title**

**Date**

**Exhibit B**

The Proposal  
(To be attached)

**A Proposal to the  
Rhode Island Department of Administration/Division of Purchases**

**In Response to RFP# 7587549:  
Renewable Energy Growth Program –  
2020-2024 Ceiling Prices Development**

Submitted by:



**Sustainable Energy Advantage, LLC**

161 Worcester Road, Suite 503

Framingham, MA 01701

508.665.5855

[www.seadvantage.com](http://www.seadvantage.com)

and (as subcontractor)

**M O N D R E**  
ENERGY, INC.

**Mondre Energy, Inc.**

1800 JKF Blvd, Suite 1504

Philadelphia, PA 19103

<http://www.mondreenergy.com>

**March 1, 2018**

## **1 Introduction**

Sustainable Energy Advantage, LLC (SEA) and Mondre Energy, Inc. (MEI) (as a subcontractor) (together, the SEA Team) are pleased to present this proposal in response to RFP# 7587549: *Renewable Energy Growth Program -- 2020-2024 Ceiling Prices Development*. Sustainable Energy Advantage has supported renewable energy policy development and implementation in Rhode Island since 2000. This support has included the following strategic and/or analytical advisory services:

1. Support the Renewable Energy Collaborative for Narragansett Electric,
2. Support the Renewable Energy Fund for The State Energy Office,
3. Inform the development of a Renewable Energy Standard (RES) best practices study and model Renewable Energy Standard legislation as consultant to the DEP's Greenhouse Gas Action Working Group,
4. Represent the State Energy Office (now the Office of Energy Resources) in the Public Utility Commission's (PUC's) RES negotiated rulemaking,
5. Assist the PUC in developing RES certification and compliance procedures,
6. Develop the state's first RES Compliance Report, and most recently,
7. Provide detailed research and quantitative analyses to enable the Office of Energy Resources (OER), the Distributed Generation Contracts Board (DG Board) and PUC to make educated decisions about ceiling prices that align with the state's evolving policy objectives through the Distributed Generation Standard Contract (DGSC) and Renewable Energy Growth (REGrowth) programs.

In this proposal, the SEA Team offers not only its unparalleled institutional knowledge with respect to Rhode Island's renewable energy policy, but also more generally its industry-leading qualifications in the renewable energy sector, including a reputation for providing objective analysis in support of policy, strategy and financial decision-making at both public and private sector entities. This proposal is also intended to provide a strong value to Rhode Island ratepayers. SEA and MEI have been engaged in numerous, substantive distributed generation (particularly solar) analyses – including significant, recent engagements occurring since the SEA Team's prior proposal to support of the development of REGrowth Ceiling Prices for program years 2016-2019. This work is summarized throughout the remainder of this proposal.

### **1.1 *The REGrowth Context, and Our Team's Objective***

Over the past three years since the SEA Team's prior proposal for services, Rhode Island has charted a course towards some of the most ambitious goals for new renewable energy development in the United States, including passage of a statutory 38.5% by 2030 Renewable Energy Standard requirement, as well as Governor Raimondo's 1,000 MW by 2025 goal. As extended in 2017 for an additional 10 Program Years (through 2029) and 400 MW, the REGrowth program will, by necessity, serve as a critical foundation for achieving these ambitious goals. Moreover, the state and its flagship electric utility have committed to

strategies. SEA's approach will combine these three areas of expertise to recommend 2020-2024 Ceiling Prices for all applicable renewable energy classes.

Our proposed Ceiling Price development plan and approach breaks down into five distinct phases:

- Market Monitoring and Data Gathering;
- Analysis and Synthesis of Key Data;
- Ceiling Price Recommendations;
- PUC Filing Preparation; and
- PUC Engagement.

### ***2.1 Phase 1: Market Monitoring and Data Gathering***

Overall, the SEA Team proposes (at OER and the DG Board's option) to enhance the current data gathering process to include efforts to more explicitly monitor key distributed renewable energy market developments in the Northeastern United States, which we believe will enhance the competitiveness of the REGrowth program. We detail our approach in the sections below.

#### *2.1.1 Market Monitoring Report and Evaluation*

One drawback of the current approach to the initial data gathering phase of the Ceiling Price development process is that the response rate to the SEA Team's data requests by project developers and financiers is often less than optimal. This is due, in pertinent part, to the fact that many developers see providing data to the SEA team as "negotiating against themselves." One of the ramifications of this dynamic is that market participants will often provide input values that are not reflective of the most competitive proposals (and thus lead to potential unrealized ratepayer benefit) or of changes to market conditions that could necessitate upward adjustments to ensure an appropriately smooth pace of project development.

The SEA team believe that this less-than-optimal response rate can be mitigated through a series of modest adjustments that can be made at OER and the DG Board's option, including:

- *Developing an initial "Market Monitoring" analysis:* Ahead of the first stakeholder meeting, SEA would produce a report on renewable energy market developments that would be summarized by the previous year's Ceiling Price categories. The report would provide stakeholders, OER and the DG Board with not only data regarding project cost data and bids received in other states, but also:
  - Initial "modeling implications" and recommendations regarding the directionality of key cost inputs (by technology); and
  - Other contextual information regarding those markets that is also notable for Ceiling Price development (which is often requested by the PUC during the review process). OER and the DG Board could also, at its option, direct the SEA Team to provide analysis and contextual information around emerging market segments for which it might consider establishing new Ceiling Price categories.

Along with collecting the highest-quality public information regarding distributed renewable energy cost and performance in the Northeast, the SEA team will leverage the support of MEI and its existing renewable energy network to expand the breadth of renewable energy market participants surveyed and/or interviewed to collect the maximum amount of cost, performance, management and financing data available for distributed renewable energy projects across the Northeast. The data available to inform and substantiate solar Ceiling Price analyses is expected to increase due to the significant boost in installations each year for the past several years. The SEA Team will also reference secondary sources such as the annual solar and wind cost reports developed by both the National Renewable Energy Laboratory and Lawrence Berkeley National Laboratory, along with quoted prices for small solar PV systems generated by installers using the EnergySage Solar Marketplace™.

In addition, by partnering again with MEI, SEA is enhancing the team's capability to research system component costs including module costs, interconnection costs and other relevant system cost sub-categories. These costs are not typically listed in databases; therefore, the SEA Team will reach out to and interview relevant stakeholders, including utility representatives, to develop appropriate estimates for these values – to better inform our total installed cost assumptions.

### *2.1.3 Presentation of Data*

Metrics developed through both the project research phase and the stakeholder feedback phase will be aggregated into a PowerPoint presentation that will be presented to both the OER and the DG Board. This presentation will include information about data sources, workshop attendees, areas of stakeholder input and other critical factors. A full description of the data collection methods will also be included in the presentation.

SEA will compile a database for the OER and DG Board that includes historic price data on both executed and proposed DG Contracts from the 2015-2018 program years. The team plans to complete this task in 2019 for data available from the 2015 to 2018 program years. As such, the SEA Team will use all available data from the 2018 program year to update the existing database.

### *2.1.4 Potential OER and DG Board Option: Integration of Energy Storage Cost and Performance Data into Ceiling Price Estimates*

Through its work on the Massachusetts Solar Market Study (MA-SMS, described below), **SEA has developed several robust distributed-scale energy storage cost and performance data sources**, and utilizes modified CREST models capable of calculating LCOEs associated with integrated solar plus storage systems of varying sizes and designs. In addition, as the Solar Massachusetts Renewable Target (SMART) program's Energy Storage Adder is expected to incentivize a variety of solar plus storage projects in Massachusetts, SEA's knowledge and

box” calculations, 3) minimize counterproductive disagreement about modeling, and 4) increase trust in OER, the DG Board and the process overall.

Therefore, the SEA team believes that the continued use of the CREST models is the most appropriate path, given that:

- The CREST models were created under contract to the National Renewable Energy Laboratory as a purpose-built tool for developing cost-focused, performance-based incentives in public multi-stakeholder proceedings (like the REGrowth Ceiling Price development process in Rhode Island).
- The work that led to the development of the CREST models’ development included the identification and evaluation of best practices in program design, incentive rate-setting and cost modeling. Modeling best practices were based on a review of all publicly available financial models. The best designs and analytical features from each were used to build the CREST models. The models were then heavily peer reviewed by both state policymakers and private sector finance professionals.

The SEA team also cautions that the development of a new modeling tool, or customization of an existing tool, may not represent the most efficient use of Rhode Island ratepayer funds. These funds should be focused on the data collection process, as it will be the selected input assumptions (and not the modeling tool) that drive Ceiling Price results. Our team remains unaware of other (public or otherwise) models that would be able to meet the transparency, scheduling or availability (to stakeholders and the public) requirements of the Ceiling Price process.

### **2.3 Phase 3: Ceiling Price Recommendations**

Based on the SEA Team’s research and stakeholder feedback on modeling inputs, and statutory tariff durations, the SEA Team will run the CREST models to produce tariff prices necessary to realize a risk-appropriate return to investors. SEA will provide Ceiling Price analytical results for all Ceiling Price categories designated by the PUC, OER and/or DG Board. We will evaluate all classes with and without applicable (or potential) Federal renewable energy incentives (and any federal trade tariffs that we may have reason to believe are not appropriately factored into regional solar costs and prices) – in order to allow the OER, DG Board and PUC to make educated decisions that reflect their policy preferences. The SEA Team will further leverage its extensive knowledge of New England and federal market and policy dynamics related to distributed renewable energy to advise OER and the DG Board on how to offer Ceiling Prices that account for any uncertainty existing at the time with respect to certain Federal incentives. *Our goal, as always, will be to leverage Rhode Island ratepayer funds with Federal support whenever possible.*

focuses exclusively on surmounting the barriers to and tapping the potential of clean, renewable energy sources. As a result, the SEA Team can bring an unparalleled level of focus, knowledge, experience, expertise, insight and credibility to the challenges faced by our clientele. SEA is known and respected widely as an independent analyst, a reputation earned through the firm's ability to identify and assess all stakeholder perspectives, conduct analysis that is objective and valuable to all affected, and provide advice and recommendations that are in touch with market realities and dynamics.

The following provides a summary of selected engagements relevant to this project:

### ***3.1 Rhode Island DG Contract Ceiling Price development and Stakeholder Process (2011-19)***

*Client: Rhode Island Office of Energy Resources*

Client Contact: Chris Kearns (401) 574-9113

Since the outset of Rhode Island's efforts to incentivize the development of distributed renewable energy, SEA and its subcontractors have provided the Office of Energy Resources with modeling support regarding establishment of ceiling prices for Rhode Island DG Standard Offer Program. SEA worked with state regulators to develop a cost basis for establishing standard contract prices for 15 and 20-year contracts with National Grid. Detailed rate setting analysis has been used to set cost-based tariff rates for several distinct classes of solar, wind, anaerobic digestion and hydroelectric generators. The cost-based analysis was conducted through interviews, project cost analysis, and LCOE analysis using the National Renewable Energy Laboratory (NREL) CREST models developed by SEA. SEA and its subcontractors have supported the OER through eight annual rounds of analysis and support to a multi-stakeholder process, including surveying market participants, and presenting draft and final recommendations to stakeholder meetings.

### ***3.2 Cost of Renewable Energy Spreadsheet Tool (CREST) (2009-Present)***

*Client: National Renewable Energy Laboratory*

Client Contact: Michael Mendelsohn (now with the Solar Energy Industries Association (SEIA)), [mmendelsohn@seia.org](mailto:mmendelsohn@seia.org)

SEA led the development of the CREST levelized cost of energy (LCOE) models for solar, wind, anaerobic digestion, fuel cell and geothermal projects, including the creation of a model user manual. SEA drafted a detailed policy paper on approaches to cost-based incentives. SEA is the primary architect on all CREST LCOE models and author of the User Manual. SEA is also the lead author of the cost-modeling policy paper. The CREST models use a discounted cash flow algorithm that enables users to assess renewable energy projects, design incentives, and evaluate the impact of tax incentives or other support structures. The CREST models have been utilized to design or explore the impact of incentives in Rhode Island, Massachusetts, and New York. The models allow users to:

•

For more information regarding the Massachusetts Solar Market Study, please visit:

<http://www.seadvantage.com/subscription-services/seasolar-mcs-study/>

### **3.4 SMART Program Development (“Developing a Post-1,600 MW Solar Incentive Program: Evaluating Needed Incentive Levels and Potential Policy Alternatives”) (2016)**

*Client: Massachusetts Department of Energy Resources (DOER)*

Client Contact: Michael Judge (617) 626-7368, [michael.judge@state.ma.us](mailto:michael.judge@state.ma.us)

SEA served as the sole author of the independent consultant analysis commissioned by DOER to benchmark appropriate incentive levels and an analysis of the cost to ratepayers of the successor to the SREC-II program, including analysis of : i) a third SREC program, ii) a hybrid competitive bid and administratively-set standard offer or iii) a declining-block incentive (DBI) program. SEA found that a declining-block incentive (DBI) program was the least costly option for the ratepayers of the Commonwealth, which formed a key foundation for the Commonwealth’s design and adoption of 225 CMR 20.00 (Solar Massachusetts Renewable Target (SMART) Program). Two major initial components of the analysis included:

- A survey of Massachusetts solar market participants to benchmark the capital, operating and financing costs solar PV in the Commonwealth; and
- Use of a modified Cost of Renewable Energy Spreadsheet Tool (CREST) model to establish the expected revenue requirements of a variety of different types of solar PV installations.

The full report can be found at:

<https://www.mass.gov/files/documents/2016/10/nf/developing-a-post-1600-mw-solar-incentive-program.pdf>

### **3.5 Massachusetts Net Metering and Solar Task Force**

*Client: Massachusetts Department of Energy Resources (DOER)*

Client Contact: Michael Judge (617) 626-7368, [michael.judge@state.ma.us](mailto:michael.judge@state.ma.us)

SEA led the development of Task 3, the cost-benefit analysis of solar and net metering policy options for consideration by the Commonwealth’s Net Metering and Solar Task Force. Under Task 3, SEA calculated a broad array of benefits and costs associated with successor programs to the SREC-I and SREC-II programs, as well as the benefits and costs of concomitantly increasing net metering caps. The Task 3 report, as well as several other reports SEA made contributions to, can be found at: <http://www.mass.gov/eea/docs/doer/renewables/final-net-metering-and-solar-task-force-report.pdf>

**RFP# 7587549: Proposal for Renewable Energy Growth Program 2020-2024 Ceiling Price Development**

- The New York State Energy Research & Development Authority, New York Solar Study: An Analysis of the Costs and Benefits of Increasing Generation From Solar Photovoltaic Devices in New York, Albany, NY, January 10, 2012. See:

**3.8 Financial Modeling, Analysis & Advisory Services (2006-present)**

**Client: Various**

Since 2006, SEA has provided financial modeling and advisory services to a wide range of renewable energy project developers and investors. SEA has developed models for solar, wind, anaerobic digestion, fuel cell, geothermal, biomass, and hydroelectric projects. SEA frequently licenses both screening level and financing-quality financial models to both developers and investors of renewable energy projects. SEA also conducts extensive modeling of New England REC markets, and has performed numerous analyses of renewable energy as a hedge against retail electricity price volatility for large end-use customers.

**3.9 Solar Energy Potential Report - City of Providence, RI (2015)**

Client: City of Providence, Providence, RI

Client contact: Jason Gold, Northeast Engineers and Associates (401) 849-0810

MEI was the subject matter expert on solar energy economics for a feasibility report recently prepared for the City of Providence, RI. The study, to determine the feasibility of installing rooftop solar panels on municipally owned properties, included the development of an industry standard solar PV cost curve to define economies of scale, a Comparative Cost Index, and a quantitative ranking using levelized cost of energy (LCOE) parameters. MEI also prepared a review and analysis of optional ownership structures and financing arrangements for the City to consider, including balance sheet financing, tax equity financing, and optional lease arrangements.

**4 Organizational Structure, Roles & Responsibilities**

The organizational chart below identifies all active team members, the team's reporting structure, and the responsibilities of each team member. Please see team bios and resumes in Appendices A and B, respectively.

## RFP# 7587549: Proposal for Renewable Energy Growth Program 2020-2024 Ceiling Price Development

Review template with OER & DG Board for comment and approval	2 <sup>nd</sup> week in Jul
Modeling & Summary Results for all approved Ceiling Price categories (CP)	3 <sup>rd</sup> week in Jul
Review initial results with OER & DG Board	Final week of Jul
Distribute CP Analysis	Final week of Jul
Present initial CP analysis at Public Hearing #2	3 <sup>rd</sup> week of Aug
Respond (in writing) to all stakeholder questions & comments	Final week of Aug
<b>Phase 3: Final Recommendations</b>	
Complete additional research, analysis and correspondence necessary to incorporate stakeholder feedback	1 <sup>st</sup> week of Sept
Distribute Revised CP Analysis	2 <sup>nd</sup> week of Sept
Present final CPs at DG Board Meeting	1 <sup>st</sup> week of Oct
<b>Phase 4: Preparation for PUC</b>	
Support OER & DG Board in preparation of materials for PUC process	Oct – Dec
<b>Phase 5: PUC Engagement</b>	
Attend & participate in PUC/DPUC meetings/hearings	Jan – Feb (year +1)
Assist OER in responding to information requests from Division & PUC	Jan – Feb (year +1)

## 6 Deliverables

1. Data Gathering and “Market Monitoring” Results, Research & Stakeholder Contributions (PowerPoint & Excel)
2. Database of Historic DG Contract Prices and other analysis utilized in “Market Monitoring” presentation (Excel)
3. Draft Ceiling Price Recommendations, all classes and incentive regimes (PowerPoint)
4. Written responses to stakeholder questions (Word)
5. Final Ceiling Price Recommendations (PowerPoint)
6. Analysis and materials in support of the PUC approval process (PowerPoint, Word, Excel)
7. Written responses to PUC and/or DPUC information requests and/or testimony (Word)
8. Oral testimony at PUC Hearing

## 7 Contact

To follow up on this proposal, please contact:

Jason Gifford, Senior Director  
Sustainable Energy Advantage, LLC  
161 Worcester Road, Suite 503  
Framingham, MA 01701  
802-846-7627 [jgifford@seadvantage.com](mailto:jgifford@seadvantage.com)

**RFP# 7587549: Proposal for Renewable Energy Growth Program 2020-2024 Ceiling Price Development**

working at the Center, Jim worked at the North Carolina Sustainable Energy Association and at ICF International, where he served as a consultant to the U.S. EPA's ENERGY STAR program.

Jim received a Master of Public Affairs degree from the Lyndon B. Johnson School of Public Affairs at the University of Texas at Austin, and a Bachelor's degree in Politics from Oberlin College.

**Kate Daniel, Principal Analyst**

Kate Daniel has over 5 years of experience in renewable energy policy analysis and implementation. At SEA, she is engaged on work to assessing the impacts of regulations and incentives on renewable energy markets, advising public sector clients on the implementation and design of policies and programs, and providing key information and best practices to energy stakeholders and decision makers.

Prior to joining SEA, Kate was a Senior Policy Analyst at the North Carolina Clean Energy Technology Center, where she played a major role in maintaining the Database of State Incentives for Renewables and Efficiency. Under the U.S. Department of Energy Solar Outreach Partnership (SolarOPs), part of the Department's SunShot Initiative, she provided policy analysis and technical assistance to state and local governments on reducing solar soft costs. Kate was previously a Senior Research Analyst at Industrial Economics, Inc, conducting regulatory analysis, financial assessments, and other research and support to federal and state agencies.

Kate received a Master of Public Policy from of the Goldman School of Public Policy at the University of California at Berkeley and a Bachelor of Arts in Political Science and Environmental Studies from Tufts University.

For Mondre Energy

**Steven Miller, Vice President, Engineering**

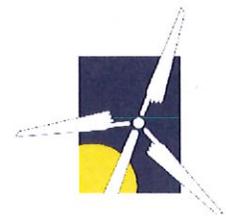
Steve Miller is a registered professional engineer experienced in the technical and financial evaluation of commercial and industrial energy efficiency and power generation projects. He has expertise in the performance evaluation of combined heat and power (CHP), HVAC, lighting, renewable energy, energy storage, micro grids, district energy and a wide variety of industrial processes in the oil refining, chemical processing, food processing, water and waste water treatment industries. Mr. Miller designs and manages energy audits and energy conservation programs, identifying cost-effective energy demand reduction and alternative energy supply options for clients. He is an expert in developing innovative strategies for integrating combined heat and power technology with solar photovoltaic power and energy storage to reduce energy costs, meet carbon emission reduction goals and to improve resiliency of power supply. He also

## APPENDIX B: Team Resumes

(508) 665-5856

[jgifford@seadvantage.com](mailto:jgifford@seadvantage.com)

Jason S. Gifford



## PROFESSIONAL EXPERIENCE

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### SENIOR DIRECTOR

2006 – Present

*Sustainable Energy Advantage – Framingham, MA*

Advise public and private sector clients on renewable energy policy, strategy, and finance matters.

- Develop and enhance project-specific financial models for renewable energy project developers. Analyses range from small, community-sponsored installations to large, multi-project portfolios.
- Analyze implications of alternative renewable energy policies and contracting methods on cost of capital.
- Inform state public utility commissions, energy offices, attorneys' general, and clean energy funds on the design and implementation of renewable energy policies.
- Assist in developing state renewable energy contract procurements.
- Assist project developers and investors in understanding and participating in renewable energy markets; identify and assess acquisition opportunities for domestic and international investors.
- Conduct renewable energy market fundamentals analysis for a broad range of market participants. Forecast supply, demand and price on 10-year horizon under multiple scenarios.
- Develop client-specific strategies to use renewable energy as a long-term hedge against electricity price volatility.
- For the National Renewable Energy Laboratory, developed a detailed report and a series of financial modeling tools to support the analysis and design of cost-based incentives in the United States.

### MANAGER: INDUSTRY INVESTMENT & DEVELOPMENT

2004 – 2006

*Massachusetts Renewable Energy Trust – Westborough, MA*

- Managed program to promote and finance community scale wind power projects.
- Performed financial modeling, analysis and due diligence for innovative renewable energy incentive programs and direct investments in renewable energy companies.
- Served a new program development incubator, by aligning the needs of industry entrepreneurs with the interests of the Trust.

### MANAGER: REGULATORY AFFAIRS

1998 – 2002

*Green Mountain Energy – Burlington, VT*

- Led Company due diligence, bidding, and negotiation efforts to acquire new business in New England, the mid-Atlantic and the mid-West.
- Co-negotiated \$400M contract to serve nation's largest electricity-buying aggregation. Enabled subsequent rounds of corporate financing.
- Established strategic relationships with key stakeholders to promote Company presence and influence, and managed relationships with competitors.
- Negotiated new rules for electricity deregulation in Pennsylvania, New Jersey, and Maryland.

## EDUCATION

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### F.W. OLIN GRADUATE SCHOOL OF BUSINESS – WELLESLEY, MA

Master of Business Administration, Finance & Entrepreneurship (2004), Cum Laude

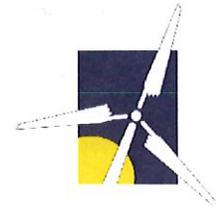
### BATES COLLEGE – LEWISTON, ME

Bachelor of Arts, Political Science; Secondary Concentration, French (1997)

(508) 665-5863

[kdaniel@seadvantage.com](mailto:kdaniel@seadvantage.com)

# Kathleen Daniel



## PROFESSIONAL EXPERIENCE

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### PRINCIPAL ANALYST

November 2016 – Present

*Sustainable Energy Advantage, LLC – Framingham, MA*

- Conduct renewable energy cost modeling, analysis of cost data, and review of stakeholder comments to develop proposed Ceiling Prices under the Rhode Island Renewable Energy Growth (REG) Program
- Develop evaluation criteria, provide recommendations for bidder intake submission, and craft scoring tools and evaluation guidance for NYSEERDA's Renewable Energy Credit (REC) procurement under the State's Clean Energy Standard.
- Support the creation of the certification process and requirements for New York State's Renewable Energy Standard. Developed guidance and instructions for applicants seeking operational or provisional certification.
- Advise the Energy Secretary of Panama on rate design and other regulatory strategies to manage the growth of distributed energy. Contribute content based on expertise in time-based pricing and solar incentive programs. Provide a comprehensive summary of best practices and considerations for managing intermittent distributed generation with smart metering.
- Assist NYSEERDA in the development of compliance filings and state reporting to demonstrate how obligated entities met requirements and account for progress towards New York's clean energy goals.
- Research, analyze, and summarize current policy, legislative, regulatory and project-specific events in the renewable energy industry for SEA's Eyes and Ears tracking and analysis services.

### SENIOR POLICY ANALYST (2016); POLICY ANALYST (2014-2015)

August 2014 – October 2016

*North Carolina Clean Energy Technologies Center, NC State University – Raleigh, NC*

- Research and maintain data on several states for the Database of State Incentives for Renewables and Efficiency (DSIRE), the most comprehensive resource on clean energy incentives and policy in the U.S. Field information requests and assist the public, government officials, media, and the energy industry on a wide range of policy issues. Coordinated responses to incentives for electric vehicles by referring users to the US DOE Alternative Fuels Data Center or other appropriate resource.
- Under the Solar Outreach Partnership, provide technical assistance to local governments on developing solar programs and policies to address solar soft cost reduction. Developed public resource on pairing solar with electric vehicle charging stations for city fleets and a car share program.
- Co-author of 50 States of Solar Quarterly Reports. Track and analyze policy developments affecting distributed solar.
- Participate (by invitation) in NC Sustainable Energy Association working group: Energy Storage in North Carolina: Developing Rules of the Road.
- Co-led a stakeholder engagement effort to revise legislation and implement a statewide Commercial PACE program. Provide subject matter expertise on Property Assessed Clean Energy (PACE) financing for interested stakeholders in North Carolina.

### CLIMATE CORPS FELLOW

June 2013 – August 2013

*Greenwise Joint Venture/Environmental Defense Fund – Sacramento, California*

Developed strategies for promoting Property Assessed Clean Energy (PACE) as a financing tool to increase energy efficiency retrofits. Established Greenwise as a regional expert in PACE programs by identifying best practices for local governments, forming relationships with key stakeholders, promoting landmark Commercial PACE projects, and building a comprehensive informational website.

### SENIOR RESEARCH ANALYST (2010-12); RESEARCH ANALYST (2008-09)

January 2008 – May 2012

*Industrial Economics, Inc. – Cambridge, MA*

Supported private, state and federal government clients by conducting regulatory impact analyses, program evaluations, financial analyses, and reviews of innovative environmental compliance programs.

## EDUCATION

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**University of California, Berkeley – Goldman School of Public Policy**

Berkeley, California

*Master of Public Policy, May 2014*

Advanced Policy Analysis (Master's Project): "Preparing California Residents for Time of Use Electricity Rates: A Policy Analysis of Options to Help Customers Reduce Peak Energy Use." Prepared for the Office of Governor Edmund G. Brown, Jr.

**Tufts University**

Medford, Massachusetts

*Bachelor of Arts, Summa Cum Laude, Political Science and Environmental Studies, May 2008*

Election to Phi Beta Kappa and Pi Sigma Alpha.



## ADITYA SAXENA, CEM Energy Engineer



Aditya Saxena is a Certified Energy Manager (CEM) with five years of experience in crude oil and gas processing as a Process Engineer. In this role he successfully reduced steam, natural gas and compressed air demand at a crude oil processing facility which resulted in savings of more than \$600,000 per year. He also prepared a passivation plan for a newly constructed petrochemical plant that prevented \$15 million in equipment losses. His experience financial and technical evaluation of building energy efficiency projects, distributed energy systems and energy storage systems, HVAC and lighting systems. In addition, his programming skills include knowledge of Python.

At Mondre Energy, Mr. Saxena has evaluated lighting retrofit and chiller replacement projects at a local University. For a peak power generation facility he evaluated the economics of switching from natural gas to liquified natural gas fuel. To support a cogeneration project at a University campus he created a model to evaluate the estimate the CHP system's capability to provide outside air heating and chiller based cooling.

To assist the City of Philadelphia evaluate its own sustainability programming, he prepared a case study that analyzed the sustainability goals and implementation strategies for selected cities across the U.S. He also worked with the City of Philadelphia to evaluate options to reduce its carbon footprint by analyzing CO<sub>2</sub> emissions per MWh versus power plant efficiency. This study was used to support decision making on alternative power generation technologies.

For the New York Power Authority, he assisted with technical and financial evaluation of ground source heat pump projects for funding by NYPA and the New York State Energy Research and Development Authority.

### PROFESSIONAL SUMMARY

- Mondre Energy, Inc., Energy Analyst, 2017
- Oil and Natural Gas Corporation, Gujarat, India, Asst. Executive Engineer, 2012-2015
- Linde Engineering, Gujarat, India, Process Engineer, 2010-2012

### EDUCATION

- University of Rochester, M.S. in Alternative Energy, May 2017
- Sardar Vallabhbhai National Institute of Technology, Bachelor of Technology in Chemical Engineering, May 2010