



**Request for Proposal for the Supply of Natural Gas
for**

Good Energy Community Choice Aggregation

Bid Opening: **September 29, 2021**

Pricing to be emailed between 11:00 a.m. and 12:00 p.m. EST

Required Bid Documentation (Responses to Qualifying Questions): **September 23, 2021**

Delivered to the following by 5:00 p.m. EST

Email or mail all Bid Responses to:

Mr. Javier Barrios - Managing Partner

Good Energy, L.P.

232 Madison Avenue, Third Floor

New York, NY 10016

(212) 741-3052

javier@goodenergy.com

cc: Connor Cantrell connor@goodenergy.com



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1. SUMMARY

The MUNICIPALITY made up of the VILLAGE OF LYNBROOK within Good Energy’s CCA, here within (“MUNICIPALITY”), has decided to purchase natural gas in bulk for all of their eligible residential and commercial customers who decide not to opt-out through a municipal energy aggregation program. The MUNICIPALITY retained the services of Good Energy, L.P. (“CCA Administrator”), to assist with planning and implementing the municipal energy aggregation, bidding and competitive supplier selection, and to advise on public outreach and education related to municipal energy aggregation.

Pursuant to the New York State Municipal Home Rule Law and the New York State Public Service Commission (“PSC”), municipalities in New York are authorized to aggregate the natural gas loads of residential and commercial customers within their municipal boundaries following approval of a Community Choice Aggregation (“CCA”) Program (the “Program”) by the PSC and Department of Public Service Staff (“DPS”)¹. This approval authorizes the MUNICIPALITY to enter into a natural gas services agreement to arrange for the supply of natural gas to all of its customers who do not opt-out of the aggregation program.

The MUNICIPALITY, through its consultant, is seeking bids from suppliers for the natural gas supply for all of its customers currently taking basic service supply from their local distribution utility (“LDC”), or who otherwise choose to participate in the aggregation program by not opting-out. The MUNICIPALITY is seeking the best natural gas rates, and terms and conditions for the residents and businesses located within the Town’s boundaries.

This request for proposal (“RFP”) process is designed to result in a natural gas services agreement (“ESA”) between the MUNICIPALITY and a competitive Supplier with the desired natural gas flow date beginning with meter read dates in 2021.

It is the intention of the MUNICIPALITY to award a bid for the entire aggregated load to one Supplier, thereby centralizing and facilitating the services provided for the contract term (“pricing period”). Furthermore, the selected Supplier will also be obligated to run a smaller “Opt-In” program for enhanced renewable offerings (see Pricing, Section 6.0).

There is a written response section (Section 5), which requires all potential bidders to submit documentation and answers to qualifying questions due on 9/16/2021. Evaluation of written responses, compliance with requested documentation and discovery, and inclusion of contract terms within the ESA will be vital parts of the decision process (see Award of Bid, Section 3.6). Final selection of Supplier is expected on 9/29/2021, shortly after receipt of price submission.

¹ Case 14-M-0224: *Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs*, Order Approving Community Choice Aggregation Programs with Modifications (Issued Jan. 18, 2018); see also Case 14-M-0224, *supra*, Order Approving Community Choice Aggregation Program and Utility Data Security Agreement with Modifications (Issued Oct. 19, 2017) (together, the “CCA Orders”).

2. DEFINITIONS²

Whenever used in this RFP, including schedules, exhibits and addenda to this RFP, the following terms shall have the meanings defined, except where the context indicates otherwise:

- 2.1 “Aggregation”** shall mean the pooling of residential and commercial retail electric/natural gas loads located within the borders of the MUNICIPALITY for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of natural gas and related services, all in accordance with the Program.
- 2.2 “Aggregation Member”** shall mean a residential or commercial retail electric/natural gas account enrolled in the the Community Choice Aggregation.
- 2.3 “CCA Administrator”** shall refer to Good Energy, L.P., the independent consultant with national expertise in aggregated electric/natural gas supply contracting, having been retained by the MUNICIPALITY to assist with the implementation of its energy aggregation program.
- 2.4 “Default Tariff Service”** shall mean the natural gas supply services available to eligible retail customers of the LDC.
- 2.5 “Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the LDC.
- 2.6 “LDC”** shall mean the local electric/natural gas distribution utility company that has a franchise, license, permit or right to distribute, furnish, or sell natural gas to retail customers within the boundaries of the MUNICIPALITY.
- 2.7 “DPS”** shall mean the New York State Department of Public Service.
- 2.8 “Load”** shall mean the total demand for electric/natural gas energy required to serve the eligible residential and small commercial customers of the MUNICIPALITY.
- 2.9 “NYISO”** shall mean the New York Independent System Operator, a regional transmission organization that coordinates the movement of wholesale natural gas in all or parts of New York, including the LDC service territory.
- 2.10 “Municipal Designee”** shall mean the representative of the MUNICIPALITY who will coordinate the process for execution by the MUNICIPALITY of an ESA with the selected Supplier.
- 2.11 “Opt-Out”** shall mean the process by which a customer who would be included in a Community Choice Aggregation and chooses not to participate in the Aggregation Program. (see Appendix D, “Sample Opt-Out Letter”)

² Any terms not expressly defined herein shall have the meaning set forth in the attached Program materials, specifically the CCA Implementation Plan, including any subsequent revisions, and Data Protection Plan.

- 2.12** “**Opt-In**” shall mean the process by which a customer can voluntarily join a CCA that the customer was otherwise not obligated to join, and/or was not initially eligible to join.
- 2.13** “**Aggregation Plan**” shall mean the Community Choice Aggregation approved by the PSC and DPS.
- 2.14** “**Energy Service Agreement**” shall mean the Energy Service Agreement between the MUNICIPALITY and the selected Supplier.
- 2.15** “**Pricing Period**” shall mean the period of time is fixed, full-requirements offer is available to Aggregation Members.
- 2.16** “**PSC**” shall mean the New York State Public Service Commission.
- 2.17** “**REC**” shall mean a Renewable Energy Certificate, each REC representing the positive environmental attributes associated with the production of 1000 kWh (1 mWh) of electricity from clean technology.
- 2.18** “**Request for Bids**” (“RFP”) shall mean this written invitation to responsible bidders to submit qualifications and pricing for natural gas supply services to the MUNICIPALITY.
- 2.18** “**ETF**” shall mean Early Termination Fees

3. GENERAL INSTRUCTIONS & TIME TABLE

3.1 SUBMISSION OF BIDS

- A. Good Energy will distribute the RFP for Good Energy CCA and aggregated summary data through a secure email nyccadata@goodenergy.com.
- B. All required non-pricing and pricing information shall be submitted via email to connor@goodenergy.com and javier@goodenergy.com or mailed to 232 Madison Avenue Third Floor New York NY 10016.

If mailed:

- (i) addressed to the CCA Administrator;
 - (ii) bearing the name and address of the Supplier on the outside;
 - (iii) clearly marked "RFP for Good Energy Community Choice Aggregation".
- C. It will be the Supplier's responsibility to see that bids are presented to CCA Administrator on the hour and at the designated place. Responses to the written section may be emailed, hand delivered, and/or mailed; however, the CCA Administrator disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent

by express mail, the designation of the Bid above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.

D. Good Energy reserves the right to cancel or postpone the opening of bids as outlined.

Bid Instructions & Event Calendar

Suppliers are required to submit their bid response to Good Energy by the date and time specified in 'Event Calendar' below. All pricing should be submitted in electronic form. However, a hard copy will be accepted, provided it arrives at bid opening.

Any bid responses received after the due date may not be accepted. Failure to comply with this requirement may result in rejection of the response.

Event Calendar

| RFP Event Calendar | Date |
|---|---------------------------------|
| Distribution of Bid; Bid Response Period Begins | 9/10/2021 |
| Suppliers Submit and Test Email | 9/13/2021 |
| Suppliers Submit Clarifying Questions to CCA Administrator by: | 9/16/2021 |
| Good Energy Provides Answers to Supplier Questions | 9/17/2021 |
| Bid Documentation - Questions and Responses due no later than 5:00 p.m. EST | 9/23/2021 |
| Bid Pricing Window: 11:00 a.m. to 12:00 p.m. EST | 9/29/2021 |
| Bid Analysis Complete | 9/29/2021 |
| Final Quote - Bid Award Announced; Execution of Contract | 9/29/2021 |
| New Program Commences | First meter read after 2/1/2022 |

Any changes or alterations to this schedule will be communicated to all participants. Questions may be submitted via email.

3.2 The MUNICIPALITY is working with Good Energy, a CCA Administrator, in this purchasing effort.

Questions regarding the bid specifications, the supply of energy generation services, pricing and contract issues may be directed in writing to Mr. Javier Barrios of Good Energy. Mr. Barrios may also be reached at (212) 741-3052, or Javier@GoodEnergy.com. **Direct contact with any municipal officials of the MUNICIPALITY will result in immediate disqualification.**

3.3 QUOTATIONS, BIDS AND FORMS

- A. It is understood that the participating customers are not exempt from tax on energy generation services.
- B. If mailed bids must be signed in ink by the bidding Supplier, all information shall be typed or clearly written in ink. Any quotation showing any erasure or alteration of any kind must be initialed by the bidding Supplier in ink.
- C. Failure to sign and provide all information in the bid may result in rejection of the bid.
- D. All forms shall be completed and attached to the bid proposal. **SUPPLIER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE (see Appendix B, "Bid Document Checklist").**

3.4 INTERPRETATIONS AND ADDENDA

- A. The Supplier understands and agrees that its bid is submitted on the basis of the specifications prepared by the Consultant. The Supplier accepts the obligation to become familiar with these specifications.
- B. Suppliers are expected to examine the specifications and related documents with care and observe all requirements. Ambiguities, errors and/or omissions noted by suppliers should be promptly reported in writing to the CCA Administrator at Javier@GoodEnergy.com. In the event the Supplier fails to notify the CCA Administrator of such ambiguities, errors and/or omissions, the Supplier shall be bound by the bid.
- C. Every request for interpretation shall be in writing, addressed to the CCA Administrator and/or emailed to Javier@GoodEnergy.com. In order to be given consideration, written requests for interpretation must be received on or before September 16, 2021 prior to bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written clarification and or addenda to the specifications, and will be distributed to all prospective suppliers. All addenda so issued shall become part of the contract documents and shall be acknowledged by the Supplier. Suppliers are required to register to bid by submitting a test email on or before September 13, 2021 to Javier@GoodEnergy.com, indicating the company name, email address, telephone number, fax number, and address, along with the name of the representative responsible for the bid. It is the responsibility of the Supplier to check with Good Energy

on a daily basis for any possible clarifications or addenda. All changes to bid specifications will be issued to all registered suppliers as addenda. The Consultant's interpretations or corrections thereof shall be final.

- D. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. "Ditto" marks are not considered writing or printing and shall not be used.
- E. By submitting a bid, Supplier acknowledges and affirms that it will comply with all requirements of this RFP and its associated attachments, including the CCA Implementation Plan and Data Security Agreement.

3.5 BRAND NAMES, STANDARDS OF QUALITY, PATENTS

The Supplier shall hold and save harmless the MUNICIPALITY, its officers, agents, servants, and employees, from any liability of any nature and/or kind for or on account of the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, or article furnished or used in the bid or performance of the ESA.

3.6 AWARD OF BID

- A. The CCA Administrator may award a contract, or contracts, based on lowest price, but reserves the right to accept or reject any or all bids, and to waive identified irregularities and technicalities if it is deemed in the best interest of the MUNICIPALITY to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected.
- B. **The successful Supplier(s) is expected to commence the provision of natural gas generation service to the listed participating entities at the first meter reading in February 2022 – pricing must be provided for a February 2022 start date.** The term of the contract will be decided upon by the MUNICIPALITY -- please see **Appendix C Pricing Worksheet** for details. If a supplier is selected and there is a CCA ESA in place the ESA may be renewed upon mutual consent; however, there is no obligation on the part of the MUNICIPALITY to do so. If renewal does not occur, service from Supplier will terminate upon conclusion of contract term.
- C. **Supplier Selection Criteria**
 - Price per Therm and Corresponding Terms;
 - Quality of Response to Request for Proposal;
 - Municipal Energy Aggregation Experience;
 - Municipal Opt-Out and CCA Experience;
 - Certification as a Competitive Natural Gas Supplier in the State of New York;
 - Compliant to Purchase of Receivables-Consolidated Billing ("POR-CB Program") facilitating utility single-billing to Participants in the Program.

- Remittance of Gross Receipts Tax to the MUNICIPALITY.
- Reimbursement of all Utility Data Acquisition Costs.

3.7 ENERGY SERVICE AGREEMENT (“ESA”)

The MUNICIPALITY will enter into a contract with the selected Supplier using the supplier’s Energy Service Agreement (“ESA”). Any interpretation of the ESA and how it pertains to a CCA should be communicated to the CCA Administrator in accordance with the procedures provided in Section 3.4(c) above.

3.8 COMPLIANCE NON-COLLUSION AFFIDAVITS

The Supplier shall execute and submit with the proposal, affidavits and certifications, as shown on Appendix A, certifying the supplier’s compliance with certain legal requirements including a Non-Collusion Affidavit.

3.9 NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, nor against any applicant to such employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex. This provision shall include all requirements that fall under the Mandatory Equal Employment Opportunity language.

3.10 REQUIRED AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

All successful suppliers must submit within seven days of the notice of intent to award or the signing of the contract one of the following:

- (i) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
A photocopy of their Certificate of Employee Information Report, or
A completed Affirmative Action Employee Information Report (AA302-Available upon request).
- (ii) A photocopy of their authorization to act as a Supplier in New York. Suppliers must be certified by DPS and registered with the LDC
- (iii) Utility residential licenses which will include the ability to provide billing in POR-CB format (Purchase of Receivables – Consolidated Billing).

3.11 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the Supplier disposes of its business concern by acquisition, merger, sale and/or transfer, or by any means conveys its interest(s) to another party, all obligations are transferred to that new party, in accordance with Article 18.1 of the Energy Service Agreement.

3.13 INDEMNIFICATION

The Supplier agrees to indemnify and save harmless the Municipality and Consultant, their officers, agents and employees, herein after referred to as “indemnities”, from all suits, including attorney’s fees and costs of litigation, actions, losses, damages, expenses, costs of claims of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Supplier or those acting under Supplier to conform to any statutes, ordinances, regulations, laws or court decrees. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss(es) or damage(s) resulting from the sole negligence of the indemnities, be indemnified against all liability, loss or damage of any nature whatsoever.

4. KEY INFORMATION

4.1 SUPPLIER ACCURACY

Suppliers are responsible for bid accuracy and are directed to take extreme care in developing their bids. Suppliers are cautioned to carefully review their bids prior to bid opening, as requests for bid withdrawals after the bids are opened are not likely to be granted. All exceptions and deviations must be noted in bids, otherwise the bid will be considered in full compliance with requirements and no adjustments may be made after award is issued. In preparation of their bids, suppliers should maintain complete and accurate calculation worksheets which clearly support their submissions.

4.2 REFERENCES

Upon request, all suppliers must provide a minimum of three references, including references from two of the Supplier's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the Supplier to perform tasks similar in scope to the size, nature and complexities of the outlined bid. The references shall include:

- A. The name, address, contact person, telephone number, fax number, and number of years Supplier has serviced the referenced account;
- B. Volume of business performed within the past three years for each referenced account.

4.3 FINANCIAL STABILITY

If requested, Supplier must document its ability to service a contract with dollar sales volume similar to the scope of this bid, through submission of financial statements documenting past sales history. The Supplier must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five (5) business days. Good Energy reserves the right to request additional documentation from the Supplier and to request reports on financial

stability from independent financial rating services. Good Energy reserves the right to reject any Supplier who does not demonstrate financial stability sufficient for the scope of this bid.

5. SUPPLIER QUALIFYING QUESTIONS – **REQUIRED**

Answers to the following qualifying questions and information requests will be scored and used for evaluation purposes, in addition to the price. Good Energy reserves the right to investigate and/or make any inquiry(s) pertaining to the capabilities of any Supplier to properly perform under any resultant contract. Answers to these questions are due at 5:00 p.m. EST on September 17, 2021. **Good Energy may not open, and may reject responses submitted after this deadline. Failure to meet other requirements specified in this RFP may also result in rejection of the Supplier's bid.**

- 5.1 **QUESTION 1** – Describe your organization's historical involvement in CCA, Government and Municipal Energy Aggregation. If no prior experience, then describe any aggregation experience, residential or commercial, which may serve a reasonable proxy.
- 5.2 **QUESTION 2** – How many residential customers are currently served by your organization in the United States? How many of these are in New York? How many across the United States?
- 5.3 **QUESTION 3** – How do you envision your organization handling move-outs, move-ins, and transfers within the program, as defined by the Town's boundaries? What other flexibility is your organization able/willing to offer?
- 5.4 **QUESTION 4** – Operational excellence is a critical component for a successful Opt-Out program. Good Energy will provide the winning Supplier with a spreadsheet of addresses for all customers along with the municipal logos. **If a February 2021 start date is selected it is imperative that the program commence on the earliest February 2021 meter read.** Please outline your proposal and plan, including a detailed timeline, for the Opt-Out period. This should include a defined and detailed calendar breakdown with no ambiguity, for the entire Opt-Out period from bid selection up to and including submission of final list to the utilities, and should include, at a minimum, printing time (including setup, delivery time and postal means) while also incorporating the preparation and strategic deployment of press releases and other marketing efforts in all communities. It is a requirement that the municipal seal be printed both on the letter and the envelope. Please demonstrate in as comprehensive and detailed a plan as possible. Please see the attached opt-out letter and provide sample opt-out materials where appropriate.

6. PRICING

6.1 COMMUNITY DATA INFORMATION

Supplier will receive 12 months of aggregated community summary data of the MUNICIPALITY.

6.2 PRICING INSTRUCTIONS

It is the intention of the MUNICIPALITY to award the entire bid to one Supplier, thereby centralizing and simplifying the services provided for the contract term (see Appendix C, "Aggregation Pricing Worksheet").

6.3 PRICING PERIOD

The successful Supplier(s) is expected to commence the provision of natural gas generation service to the listed participating entities at the first meter reading in February 2022 – pricing must be provided for both start dates. The term of the contract will be decided upon by the MUNICIPALITY and will be a stepped product – please see Appendix C Pricing Worksheet for details. Any other pricing periods will not be entertained or accepted. Suppliers are required to complete the Pricing Sheet (**see Appendix B, “Aggregation Pricing Worksheet”**).

6.4 PRICING PRODUCT

All prices must be expressed as “price/Therm”. Supplier shall provide for the delivery of energy, capacity, losses, renewable portfolio standard charges and ancillary services up to the Delivery Point designated in utility Supplier Service Agreement. Supplier shall bear the risk for all transmission costs or charges imposed or associated with the delivery of the natural gas up to the Delivery Point, and shall bear the risk for any and all LDC costs, and any other costs and charges. The Supplier will quote rates for the following energy mixes and terms:

- A. Lowest Traditional Power Price – The lowest-priced natural gas supply available from the supplier with a term of 12, 18, 24, 36 and 48. Alternative terms are allowed if there is a price point that is advantageous for the MUNICIPALITY.
- B. A power price including 25%, 50%, 75% and 100% Renewable Electricity, where the percentage of renewable energy specified will utilize Renewable Energy Certificates. (See 6.5 Renewable Energy Defined)
- C. An Opt-in Green offer to individual residents of a CCA in the event that a MUNICIPALITY elects to offer an Opt-in program and not choose a green offer as an Opt-Out product.
- D. A power price that includes no ETFs (Early Termination Fees) to residents or small businesses in the MUNICIPALITY’s CCA program.

6.5 RENEWABLE ENERGY DEFINED...

Renewable Energy shall mean EDP compliant RECs sourced through the NYSERDA NYGATS (New York Generation Attributes Tracking System) that satisfy the New York’s Clean Energy Standard. The REC offered shall use, whether through an Opt-out or Opt-In offer, a NYGATS sourced renewable generation as defined above. Every resident that voluntarily elects to Opt-in to a Green product will receive an additional 100% RECs above the Clean Energy Standard as an optional product called “100% New York Green”. These RECs may be procured by the selected CCA supplier at a set rate from a desired renewable generator selected by the Municipality(s) and the CCA Administrator.

8. FEES

IN THEIR PRICE QUOTES, ALL SUPPLIERS MUST INCLUDE CCA ADMINISTRATOR FEES AS OUTLINED BELOW.

8.1 CCA ADMINISTRATOR FEE

The CCA Administrator will receive \$0.01/Therm for all customers within the municipal boundaries enrolled in the CCA program for the entirety of the contract term. These fees will also apply to any new accounts added including and up to the conclusion of the contract term.

8.3 CCA ADMINISTRATOR PAYMENTS

Payments are to be sent to Good Energy L.P. 232 Madison Avenue, Third Floor, New York, NY 10016, Attention: Dean Prentiss, CFO, or such other addresses that Good Energy L.P. will periodically furnish. All checks shall be made payable to Good Energy L.P. Monthly reports shall be submitted electronically by email. Mr. Prentiss may be contacted at dean@goodenergy.com

9. CONFIDENTIALITY

CCA Administrator will treat all information provided by Supplier as public information unless Supplier requests confidential protection for such information at the time of bid submittal. Any request for confidential protection must be included in the cover letter of Supplier's bid and must include an explanation of the reasons confidential protection is being sought and why disclosure of the information is not in the best interest of the public. Any request for protection must identify the specific basis under the New York State Freedom of Information Law (Public Officers Law, Article 6, Sections 84-90) for the exemption from disclosure of such information. Any confidential submittal must also include a redacted version. The confidential material must be redacted in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the response as possible.

10. NON-DISCLOSURE

The receiving party or any representatives, affiliates, shall protect all disclosed information contained in this RFP by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the disclosed Information as the receiving party uses to protect its own Confidential Information of a similar nature. The receiving party shall (i) limit access to all RFP information to its employees who shall reasonably require access to the disclosed Information in this RFP for the purposes set forth in this document, (ii) shall insure that all such employees have been made aware of this RFP and its content, (iii) shall use the RFP solely in connection with the purpose of responding to questions and requests, and (iv) shall use due diligence to insure that all such persons comply with the provisions of this RFP. The receiving party shall be liable for any breach of this request by its employees or representatives.



APPENDIX A – COMPLIANCE AFFIDAVITS

1. NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation, or partnership represented by him/her entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He/she further states that no person, persons, firms, or corporation has, have or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such sale.

(Bidder or Agent)

for:

(Firm or Corporation)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

APPENDIX A – BID DOCUMENT CHECKLIST (To Be Completed by Supplier)

Documents are to be sent by 5:00 p.m. EST, September 23, 2021

| | | | |
|----|---------------------------------------|----|--|
| 1. | Data Security Agreement compliance | 5. | Statement of Remittance of GRT |
| 2. | Proof ESCO PSC approval | 6. | Statement to Pay Data Acquisition fees |
| 3. | Proof of Residential POR capabilities | 7. | |
| 4. | Supplier Evaluation Answers | 8. | |