1. Introduction

The Missouri Electric Commission ("MEC") is issuing a Request for Proposals ("RFP") for a Distributed Energy Management System (DERMS) platform to enable the integration of Distributed Energy Resources (DER) across all customer classes for pilot demonstration in Summer 2025 with expanded adoption by Summer 2026.

MEC is a joint action agency with 72 municipal electric utility members in the state of Missouri and has the authority to enter into contracts for power supply, transmission service, and other services necessary for the operation of an electric utility to obtain a diversified portfolio of cost-based, reliable resources on a long-term basis to meet its members’ total requirements. MEC’s mission is to deliver industry-leading solutions, robust advocacy, and collaboration to advance local excellence, local control, and local benefit for its members. MEC is pursuing the deployment of scalable residential, commercial, and industrial Demand Response (DR) programs in its three full requirements power pools and to non-pool members to achieve economies of scale in implementation and optimize value for members.

2. Instructions for Bidders

Qualified providers may submit proposals by the procedures and criteria below. The deadline for receipt of proposals is May 31st, 2024, at 5 PM Central time.

All questions should be submitted electronically via email to brenaud@mpua.org referencing RFP No. 012024 in the subject line. Answers to questions that MEC, at its sole determination and discretion, deems to be substantive or that would place the inquisitor at a distinct and unfair advantage to the other potential respondents will be posted on MEC’s website alongside the solicitation at http://mpua.org as soon as practicable after the date received. It is the responsibility of respondents to review this website for all postings. MEC will develop a short list based on an initial screening of
responses received from this solicitation. Where necessary, MEC will then initiate a second contact with selected respondents to request more detailed information that will assist in further evaluation.

To accommodate a host of replies to the RFP, more than one response can be submitted per respondent. Each response should be submitted separately, will be evaluated separately, and must meet all the requirements of this RFP.

Respondents are required to submit an electronic copy of the complete proposal via PDF format to brenaud@mpua.org before 5:00 P.M. Central on May 31st, 2024. The subject of the e-mail should read “RFP No. 012024”.

It is expected that vendors will be contacted by the end of June 2024. Interviews will be scheduled, if necessary, at that time and final contract negotiations will then begin.

### RFP Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Published</td>
<td>April 5, 2024</td>
</tr>
<tr>
<td>Final submission of written questions</td>
<td>Friday, May 17, 2024 by 5:00 p.m.</td>
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<tr>
<td>Proposals Due</td>
<td>Friday, May 31, 2024 by 5:00 p.m.</td>
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<tr>
<td>The target date for interviews</td>
<td>July 2024</td>
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<tr>
<td>Contract Start Date</td>
<td>TBD</td>
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1. **Cover Letter/Executive Summary**

   The cover letter will indicate the intention of the vendor to adhere to the provisions described in the Request for Proposal without modification. The cover letter will:
   
   a. Identify the submitting vendor and any partners or subcontracting organizations that will deliver the proposed solution.
   
   b. Include the person, by name and title, authorized to contractually obligate the submitting vendor.
   
   c. Identify the contact person responsible for this response. Specify phone number, email, and mailing address.
   
   d. Executive summary of the vendor’s proposed solution.

2. **Table of Contents and Sections**

   The proposal submitted by the vendor must contain a table of contents that provides an overall summary of the sections contained in the proposal. The sections should include Technical Requirements, Organizational Profile, Project Experience and References, Staff Experience, Project Timeline, and Pricing. If any additional information is required, please include it as appendices.

3. **Technical Requirements**
Vendors should respond to each applicable question from the Technical Requirements section below.

4. **Organizational Profile**

The vendor will provide a profile of its organization. The vendor should also detail any subcontractors used to deliver the proposed solution and provide organizational profiles for each subcontractor. The response must include the following information:

- **a.** Year business was established. Include the address of the company headquarters. If applicable, denote former business names and years established separately.
- **b.** Type of ownership.
- **c.** Parent company (if applicable).
- **d.** Number of full-time employees.
- **e.** Primary service offerings.
- **f.** Provide your company’s criteria for determining whether the solutions provided are deemed a success or failure.
- **g.** Provide an overview of how you differentiate yourself from your competition.
- **h.** Full disclosure of any existing conditions or interests that might conflict with the interest, operation, or reputation of MEC or the Missouri Public Utility Alliance (“MPUA”) members.
- **i.** Indicate if any subcontractors are used to accomplish the proposed work. If so, indicate how the subcontractors will be used and clearly describe their roles and responsibilities in the Project Timeline.

5. **Project Experience & References**

Provide a brief description of 3-5 related projects, with reference contact information, that you want MEC to consider in its evaluation of your qualifications.

6. **Staff Experience**

The vendor will include a table of the vendor’s staff assigned to work with MEC including their name, title, and role related to the project.

7. **Project Timeline**

- **a.** Describe the project management approach of the vendor to provide the solution.
- **b.** Include a high-level view of major milestones/tasks required for implementation. Detail the responsibilities of the vendor, MEC, and participating utilities for each milestone/task.
  - **i.** A detailed implementation plan will be part of the Scope of Services for the winning bidder.
- **c.** If multiple options are being proposed, include a timeline for each option.
8. Pricing

Pricing should detail the setup fees, program design costs, yearly license fees, vendor device fees, Original Equipment Manufacturer (OEM) fees, and any relevant other fees. Pricing should be presented as a table detailing each pricing component by year. If the vendor is proposing multiple options, provide a table for each option.

9. Review Process

a. Proposals will be evaluated based on:
   i. Thoroughness and quality of response.
   ii. Meeting of Technical Requirements and experience of the firm and staff.
   iii. Demonstration of previous work experience.
   iv. Additional objectives provided, as described in this RFP.
   v. Budget.
   vi. Any other factors MEC deems relevant.

b. MEC staff will evaluate the responses to this RFP, and may, at its discretion, interview selected firms and individuals that staff determine are most qualified.

c. Depending on the responses to this RFP and interviews, MEC may choose to contract with more than one organization.

d. Responses that do not satisfy this RFP cannot be adequately evaluated.

10. Confidentiality

All responses to this RFP shall be considered “Confidential Information”. It shall not be a breach of the confidentiality obligations hereof for the Receiving Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by applicable law or regulation, provided in such case the Receiving Party shall (i) give the earliest notice possible to the Disclosing Party that such disclosure is or may be required and (ii) cooperate in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed.

11. MEC Reserved Rights

By submitting a proposal, the respondent acknowledges that nothing contained in this RFP shall be construed to require or obligate MEC to select any proposals or limit MEC’s or our members’ ability to reject any or all proposals in their sole and exclusive discretion.

This RFP contains general guidelines and requirements for submitting proposals. Evaluation of these proposals will be solely at MEC’s discretion. MEC expects to negotiate with multiple suppliers and no firm commitments will be made until approved by the members for which the contract is developed and approved by the MEC Board of Directors. MEC reserves the right to extend or terminate the RFP process at its sole discretion at any time. Once the vendor(s) has been selected for the program(s), contract negotiations will be conducted. These negotiations will relate to the scope of work, specific program delivery features and timelines, program budgets, coordination of schedules and services, and payment terms.
As part of MPUA, MEC values the unique perspectives and experiences of our team, members, vendors, and the communities we serve. We are committed to fostering diversity, equity, inclusion, and accessibility to acknowledge individual contributions to create a more engaged culture.

3. Standard Terms and Conditions

1. Contract(s) Changes/Change Orders

No verbal agreement or conversation with any officer, agent, or employee of MEC either before or after the execution of any contract(s) resulting from this RFP or follow-up negotiations shall affect or modify any of the terms, conditions, specifications, or obligations contained in this RFP, or the resulting contract(s). No change orders or alterations to the terms and conditions of the contract(s) shall be valid or binding upon MEC unless made in writing to MEC’s designated staff, reviewed for approval, and signed by MEC’s designated staff. The vendor shall be solely liable and responsible for any contract(s) changes, deviations, etc., made without first receiving written approval by MEC to deviate from the contract(s).

2. Arrearage

By submitting a Proposal in response to this RFP, the Respondent shall be deemed to represent that the vendor is not in arrears in the payment of any obligation due and owing MEC, the State of Missouri, or any public organization within Missouri. Said representation shall include the payment of taxes and employee benefits.

   Respondent further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the contracts.

3. Drug Free Workplace

During the performance of the ensuing contracts, the vendor agrees to provide a drug free workplace for the vendor’s employees. For the purposes of this section, “drug free workplace” means a site for the performance of all MEC Work done in connection with the specific contracts awarded to a vendor in accordance with this RFP, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance.
4. **Equal Opportunity**

MEC shall not discriminate against a respondent in the solicitation or awarding of contract(s) because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment.

   a. Diversity Program Opportunities: MEC will, whenever feasible, provide opportunities to certified disadvantaged (“DBE”), minority (“MBE”), or women business enterprises (“WBE”) in the procurement process in accordance with regulations of the US Department of Transportation, 49 CFR Part 26. It is the intent to provide certified DBE, MBE, and WBE with equal opportunity to participate in all aspects of MEC’s contracting and procurement programs. It is the intent to 1) provide information or other opportunities to certified DBE, MBE, and WBE that may also be available to all other business enterprises; 2) widen opportunities for vendor participation; 3) increase competition; and 4) reduce costs. It is not the intent to establish procedures that will increase the cost of construction, procurements, and procurement programs nor give one business an unfair advantage over another business.

5. **Governing Law**

Notwithstanding respondent’s submitted terms and conditions to the contrary, this RFP and the resulting contract(s) shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of Boone County, Missouri, without regard to conflict of laws principles. The vendor shall also comply with all applicable federal, state, and local laws, rules, and regulations.

6. **Immigration Reform and Control Act of 1986 - Transient Employer**

   a. By submitting a Proposal, Respondent certifies that it does not and will not during the performance of the Awarded Contract employ undocumented immigrant workers or otherwise violate the provision of the federal Immigration Reform and Control Act.

   b. Any nonresident or foreign Respondents who employ people in Missouri must provide: 1) A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (Sections 285.230, RSMO., et. seq.); or 2) Proof of exemption from Section 285.230, RSMo. The certificate or proof of exemption must be submitted to MEC upon successful award of Proposal and before performance of any services, Work, or provision of materials. Questions, call (537)751-0459 or visit the web site at [www.dor.mo.gov/tax/business/register/](http://www.dor.mo.gov/tax/business/register/) for additional information.
7. **Patents**

Respondent shall, at its sole expense, pay or use reasonable efforts to ensure that it, its subcontractors, and suppliers pay all royalties, license fees or other costs incident to their use in the performance of the contract of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

Further, Respondent shall indemnify, defend and hold harmless MEC, its directors, officers, and employees, and any participating MPUA member(s) from and against all liability, claim, loss, damage, cost and expense (including reasonable attorneys’ fees) asserted by a third party alleging that Respondent’s performance of the contract, including use of any or all products, equipment, software, designs processes, or similar devices (hereafter “Products”) infringe the third party’s intellectual property rights, except to the extent the same relates to or results from Respondent’s compliance with any Product supplied by MEC.

8. **Taxes**

MEC is exempt from Federal Excise Taxes, and Missouri State Sales and Use Taxes. Exemption letters and/or Project Exemption Certificate(s) (Section 144.062, RSMo.) will be provided upon request.

9. **Insurance Requirements**

a. The vendor shall at the time of execution of the contract(s), file with MEC a Certificate of Insurance, which shall evidence all insurance coverage as required herein, and evidence of payment of premiums thereon. The vendor shall not cancel or materially change any of its policies without first supplying written notice to MEC at least two weeks prior to such change. Upon any change in insurance policies, the vendor shall immediately provide MEC with an updated Certificate of Insurance. All certificates and notices shall be sent to: MEC at contractnotices@mpua.org, mpua-accounting@mpua.org, and Brandon Renaud, 2200 Maguire Boulevard, Columbia, MO 65201.

b. The vendor is responsible for providing current insurance certificates to MEC prior to expiration dates. MEC is not responsible for notifying vendors to maintain and provide current insurance certificates.

c. Nothing contained in these insurance requirements is to be construed as limiting the extent of the vendor’s responsibility for payment of damages resulting from his/her operations or work under the Contract(s).

d. The vendor shall always maintain insurance in force during the term of the contract(s) at the minimum amounts and types as indicated for its benefit and for the benefit of MEC:

i. **Comprehensive General Liability or Excess General Liability Insurance.** Vendor shall maintain coverage of at least One Million Dollars ($1,000,000) on an occurrence basis,
and with an aggregate of Two Million Dollars ($2,000,000), for bodily injury, property damage and personal injury, premises and/or operations, independent contractors.

ii. **Business Auto Liability Insurance.** Vendor shall maintain coverage for vendor’s owned, non-owned, leased, and hired vehicles with limits of at least One Million Dollars ($1,000,000) for bodily injury and property damage for each accident when an auto is used in performing work.

iii. **Umbrella or Excess Liability Insurance.** Vendor shall maintain coverage of at least Three Million Dollars ($3,000,000) combined single limit each occurrence and in the aggregate, with MEC named as additional insured.

iv. **Workers Compensation and Employer’s Liability.** Vendor shall maintain coverage as required by law where work is to be performed and Employer’s Liability Insurance with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident and disease for each employee, with a One Million Dollars ($1,000,000) disease policy limit for each employee and covering all persons providing labor or services on behalf of vendor and all risk to such persons under the contract(s).

Policy Requirements: All insurance policies shall be 1) purchased and maintained with a company or companies lawfully authorized to do business in the State of Missouri and with an AM Best’s rating of at least A-; 2) contain a severability of interest clause; 3) apply on a primary and non-contributory basis to any insurance maintained by any additional insured; 4) waive subrogation against any additional insured; 5) if the policy is on a “claims made” basis such coverage shall survive the termination of the contract(s) until the expiration of the maximum statutory period of limitations in the State of Missouri for actions based on contract or in tort; 6) if the coverage is on an “occurrence,” such coverage shall be maintained for the term of the contract(s); and 7) be in form and substance reasonably acceptable to MEC.

10. **Assignment of Interest**

Respondent shall not assign any interest in the resulting contract(s) and shall not transfer any interest in the same without prior written consent of MEC, of which MEC shall be under no obligation to grant.

4. **Project Overview**

MEC operates three full requirements power pools: MoPEP (35 members in SPP), MMMPEP (14 members in the non-RTO region), and SWMPEP (3 members in SPP). In addition to these three pools, MEC provides partial requirement services to several other members. MEC would like to implement a DR program with a few members to begin with, that can then be expanded for all those in our membership with interest. The initial programs will be a Bring Your Own Thermostat program and commercial and industrial load reduction opportunities. However, MEC would like the flexibility to integrate additional technologies or program designs in the future. Program design and aggregation of curtailment would be
done by pool, not by individual utility members within a particular pool unless otherwise designated by MEC.

5. Technical Requirements

The successful vendor will be able to implement software per the Technical Requirements described below. Vendors must thoroughly respond to each item in Technical Requirements, demonstrating communication capabilities with customers and utilities, ensuring optimal integration, operation, and coordination of devices within the grid, and providing for secure infrastructure and data while reducing demand on the grid. Please clearly detail if the vendor can support a Technical Requirement but is not including it in their proposed solution.

If the vendor does not meet a specific requirement, the vendor must describe an alternative solution or provide details on how the requirement will be met by the time implementation is complete.

1. SOLUTION OVERVIEW (2 PAGE MAXIMUM)
   a. Describe the exact solution the vendor is proposing. We expect short paragraphs and/or a bulleted list of the features the vendor will provide.

2. PLATFORM OVERVIEW
   a. Is your platform cloud-based?
      i. If so, describe the cloud service utilized.
   b. Describe how MEC would use your platform.
      i. Is it self-service? Or does the use of the platform require day-to-day vendor operation?
   c. Can MEC export all data from the platform via a flat file and/or Application Programing Interface (“API”)?
   d. Are there any pricing and/or technical limits to the number of users allowed on the platform?
      i. If so, please describe. If the number of users impacts pricing, please provide detailed pricing per user in the Pricing section.
   e. Describe the user roles available within the platform.
      i. What user roles does the vendor anticipate we will need?
   f. Are there any limitations to the number of customers and devices allowed to enroll in the platform?
   g. Is your platform capable of enrolling and remotely auto-controlling a variety of internet-enabled devices, including thermostats, water heaters, EV chargers, EVs, batteries, smart circuit breakers, and other additional devices?
      i. Please detail all current device OEM integrations.
ii. The system must have the ability to communicate with and control leading Energy Star smart thermostat vendors including, but not limited to: Nest, Ecobee, Honeywell, Amazon, and Sensi.

iii. Which devices and OEMs are the vendor proposing with their solution?

h. Describe the process of adding new devices, program offerings, and OEMs to the program in the future.

i. Please describe how the vendor manages relationships with the various OEMs.
   i. Does the vendor have dedicated personnel, including technical personnel, to manage OEM relationships?
   ii. Is any utility support required? If so, please describe which utility departments will be required to provide support and the level of support required.
   iii. When there are OEM issues, how does the vendor troubleshoot these issues?

j. Describe the process to integrate new OEMs into your system.

k. Describe how your offering will be able to simultaneously provide DR services in MEC’s three full requirements power pools and non-pool members during a peak event.

3. CUSTOMER EXPERIENCE

a. Does the vendor white label all customer-facing tools and messaging with the utility’s preferred branding?
   i. How will this be handled with many utilities participating in the same offering?

b. Describe the customer journey from program enrollment through event participation.
   i. How can a customer opt out of an event?

c. Describe how a customer with an existing device will be engaged and encouraged to enroll in the program.

d. Does the vendor provide any type of customer application? This can be a web-based application or an iOS/Android application.
   i. If so, describe the capabilities available within the application.

e. Describe the customer notification process for events, updates, and adjustments to terms and conditions of participation.
   i. Will there be pre-, during, and post-event messaging?
   ii. How will notifications be received by customers? (email, text, on screen?)

f. Will retail customers engage with this offering through a webstore to purchase and register devices?
   i. How will this platform be maintained and supported?
   ii. How will data be reported from this site?
   iii. Can this site be expanded to include additional energy efficiency rebate offerings?

g. Who will provide customer support for enrolling and participating in events?
   i. Describe how technical support for retail customers will be made available.
H. How will customer education and outreach be managed and coordinated?

4. **UTILITY EXPERIENCE**
   a. Describe the process for participating customers to be approved into the program.
      i. What enrollment automation tools are available?
      ii. What is needed to set up these automation tools?
   b. Does the platform allow MEC to group customers and devices flexibly? For example, we want to group customers based on our distribution system or by zip code, is this possible?
   c. Does the platform provide a hierarchy grouping structure that allows events to be called on a broad set of customers or, vice versa, on targeted sets of customers?
   d. Detail how the vendor controls devices in real-time. Does the vendor have any patented technology?
   e. Describe how MEC would schedule events.
      i. Can events be scheduled ahead of time? In the event of an emergency, can events be scheduled immediately?
      ii. Can events be scheduled for a specific device type? Conversely, can multiple device types be a part of one event?
      iii. Does the platform provide a scheduling feature that allows MEC to automatically schedule what days of the week events will occur?
      iv. When calling events, is data normalized across the OEMs? Or is it required MEC call events based on each OEM?
   f. For each device type included in the proposed solution, detail the various event control strategies that can be used.
   g. For each device type included in the proposed solution, detail the data available for the devices.
   h. Describe the reporting capabilities of the platform.
      i. Do you provide an offline device report that includes automatic messaging?
      ii. Describe the baseline methodologies the vendor uses.
      iii. Can the vendor measure load reduction on a per-customer basis?
      iv. Will customer over-ride data be available?
      v. How quickly are reports available after an event?
   i. Describe the incentive processing and management available within the platform.
      i. Does the vendor support gift cards and/or checks?
      ii. Can the utility process and send incentives all through the platform?
      iii. What types of incentives does the platform support? Enrollment, participation, performance, etc.?
      iv. Can different incentives be available based on specific utility or pool needs?
j. Describe the forecasting capabilities available within the platform.
   i. Is load forecasting available?
   ii. Can MEC schedule events within the load forecast?
   iii. How will utilities benefit in both summer and winter peaking scenarios?

k. Describe how medium and large commercial & industrial (C&I) customers could be engaged to participate in programming.
   i. Describe your experience engaging C&I customers with this type of program.
   ii. Describe your experience identifying and coordinating events for C&I loads for program participation including thermostat loads, lighting, industrial processes, office suites and associated technologies.
   iii. Describe success for participants in the C&I programming.

l. Describe how annual customer enrollment targets and load drop potential will be established and met.

5. THIRD PARTY INTEGRATIONS
   a. Is it possible to implement your platform without integration into any utility or MEC systems?
      i. If yes, please describe how the utility would verify customer enrollment and engage with the platform.
   b. What APIs have the vendor developed to integrate into utility systems?
   c. What APIs have the vendor developed to integrate with device OEMs?
   d. Is the vendor certified as an OpenADR 2.0b Virtual End Node (VEN) that would allow for straightforward integration with a Virtual Top Node (VTN)?

6. IT & SECURITY
   a. Are you SOC 2 Type II certified? Proof of certification is required at the time of contract.
   b. How often is data backed up in your platform?
   c. Describe the security policies you have in place.
   d. How is the ownership of customer and event data addressed?
   e. Detail how data is encrypted in your platform.
   f. Describe the level of IT support needed to implement your platform.

7. UTILITY SUPPORT
   a. Describe the level of services provided for onsite or live online staff training, as well as resource guides for future reference e.g., the beginner, the casual user, and the advanced user.
   b. Is MPUA required to pay for system or platform upgrades?
   c. Please provide what your technical support for participating utilities and MEC looks like.
i. Ongoing technical support by phone, email, chat, and online.

ii. Hours of support availability and located support time zones.

d. Describe your customer support service operation and capabilities.

8. ADDITIONAL SERVICES (2 PAGE MAXIMUM)

a. Please describe any additional products, features, and/or services the vendor can provide that are not described in the previous sections.