

REQUEST FOR PROPOSALS FOR
Resource Adequacy Consultant

ISSUING OFFICE

Pennsylvania Public Utility Commission
Bureau of Technical Utility Services

RFP NUMBER
PUC RFP 2026-1

DATE OF ISSUANCE

October 5, 2026

**PUC RFP 2026-1
Resource Adequacy Consultant**

TABLE OF CONTENTS

CALENDAR OF EVENTS	iii
Part I—GENERAL INFORMATION	1
Part II—CRITERIA FOR SELECTION	13
Part III—TECHNICAL SUBMITTAL	16
Part IV – COST SUBMITTAL	24
Part V– SMALL DIVERSE BUSINESS (SDB) AND VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION INFORMATION	25
Part VI – DRAFT CONTRACT WITH EXHIBIT Exhibit 1 – Nondisclosure Agreement	29
Part VII – STANDARD CONTRACT TERMS AND CONDITIONS	42
Part VIII – SDB AND VBE PARTICIPATION SUMMARY SHEET	43
APPENDIX A, PROPOSAL COVER SHEET	
APPENDIX B, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION	
APPENDIX C, IRAN FREE PROCUREMENT CERTIFICATION	
APPENDIX D, TRADE SECRET CONFIDENTIAL PROPRIETARY INFORMATION NOTICE FORM	
APPENDIX E, SMALL DIVERSE BUSINESS (SDB) PARTICIPATION FORMS	
APPENDIX F, VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION FORMS	
APPENDIX G, MODEL FORM OF SDB/VBE SUBCONTRACT AGREEMENT	

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Pre-proposal Conference (BDISBO SDB/VBE Presentation) Microsoft Teams Need help? Join: https://teams.microsoft.com/meet/289049218821602?p=IZ0qmHLAWBGdLqXH4m Meeting ID: 289 049 218 821 602 Passcode: pa9uc9XZ Dial in by phone +1 267-332-8737, 839004012 United States, Philadelphia Find a local number Phone conference ID: 839 004 012# Recording this meeting requires the consent of all participants. Automatic transcription and AI tools may not be used to transcribe, summarize, or annotate meetings with Commonwealth employees or contractors. If such a tool is detected, it must be disabled; otherwise, Commonwealth employees must leave the meeting. Privacy and security	Issuing Office Potential Offerors BDISBO	10-14-2026 1 p.m.
Deadline to submit Questions via email to Issuing Officer Darren D. Gill at dgill@pa.gov.	Potential Offerors	October 14, 2026
Answers to Potential Offeror questions posted to https://www.puc.pa.gov/about-the-puc/request-for-proposals no later than this date.	Issuing Office	October 19, 2026
Please monitor website https://www.puc.pa.gov/about-the-puc/request-for-proposals for all communications regarding the RFP.	Potential Offerors	Ongoing
Date the proposal must be <u>received</u> by the Issuing Office.	Offerors	November 6, 2026, at 4:00 p.m.

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (Offerors) sufficient information to enable them to prepare and submit proposals for the Pennsylvania Public Utility Commission, Bureau of Technical Utility Service's (Commission, TUS, Issuing Office) consideration on behalf of the Commonwealth of Pennsylvania (Commonwealth) to satisfy a need for a Resource Adequacy Consultant (RAC or Project). This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements that Offerors must meet to be eligible for consideration; general evaluation criteria; and other RFP requirements.
- I-2. Issuing Office.** The Pennsylvania Public Utility Commission, Bureau of Technical Utility Services has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Issuing Officer, **Darren D. Gill**, Deputy Director of the Bureau of Technical Utility Services, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120, work telephone number (717) 783-5244 and email dgill@pa.gov. Please refer all inquiries to the Issuing Officer.

First Class Mail for Issuing Office:

**Pennsylvania Public Utility Commission
Bureau of Technical Utility Services
Darren D. Gill
P.O. Box 3265
Harrisburg, PA 17105-3265**

Overnight Street Address:

**Pennsylvania Public Utility Commission
Bureau of Technical Utility Services
Darren D. Gill
400 North St
3rd Fl. West
Harrisburg PA 17120**

Phone: (717) 783-5244

- I-3. Overview of Project.** The Pennsylvania Public Utility Commission, Bureau of Technical Utility Services, seeks to retain the services of an independent contractor who will perform as the Commission's Resource Adequacy Consultant.

I-4. Objectives. The selected bidder will become a contractor for the Commission, and will perform work as the Commission's Resource Adequacy Consultant, which will include:

- Independent research and consideration of possibly proprietary and non-proprietary information provided by electric distribution, transmission, and/or generation facilities among other resources directly from these entities and/or through Commission Staff in order to obtain input factors for forecast modeling resource adequacy.
- Evaluation of the methodologies, data and assumptions used by electric distribution companies (EDCs) when developing load forecasts submitted to the regional electric transmission organization, PJM Interconnection, LLC (PJM).
- Evaluation of the EDCs' annual load forecast submissions to PJM in terms of their accuracy, consistency, and transparency of EDC forecasting methods and assumptions
- Evaluation of PJM's large load adjustment forecast in terms of the accuracy, consistency, and transparency of PJM's forecasting methods and assumptions.
- An evaluation of PJM's Long-Term Load Forecast in terms of the accuracy, consistency, and transparency of PJM's forecasting methods and assumptions.
- Assistance to the Commission with the following:
 - The Commission's evaluation of the EDCs' large load adjustment (LLA) forecasts.
 - The Commission's review of specific EDC large-load customer agreements/contracts.
 - The Commission's preparation for the PJM Load Analysis Subcommittee (LAS) meetings.
- Completion of reports on the required research elements and topics outlined below for each year of the contract. In addition to any relevant charts, graphs, tables, or diagrams used to convey the information requested below, the resulting report should summarize any findings in a narrative fashion. The narrative elements of the reports should highlight the implications of the gathered data to the question of electric resource adequacy in PJM and specifically in the Commonwealth. Specifically, the reports should describe whether individual transmission zones or the entire Commonwealth may have insufficient generation resources to meet electric demand and identify when those shortages may occur, as well as how long they may persist. Independent forecasts of load growth and resource adequacy for each of the next twenty (20) years within the Commonwealth and over the PJM footprint more broadly.

- Independent load forecasts for each transmission zone within the Commonwealth and the entire PJM Interconnection. Load forecasts should include specific forecasts with respect to: (1) electric vehicle adoptions; (2) electrification; and (3) large load additions for facilities such as data centers and energy intensive manufacturing.
- Independent analysis of generation resource retirements, considering, but not limited to, announced retirements, economic retirements, policy-induced retirements, and end-of-life-retirements.
- Capacity expansion modeling of resource additions based on current announcements and the PJM Interconnection's existing interconnection queue.
- Price forecasts, by transmission zone, for both capacity and energy markets, for each of the next twenty (20) years.
- Modeling of interzone energy transfers based on resource deficiencies or for economic reasons.
- Any other forecast, modeling, or analysis the consultant deems necessary to complete the final report.
- Although the Commission is the primary audience for the reports, reports may also be distributed to other policymakers and interested parties. To accommodate other audiences, reports should be drafted to be understandable to audiences that may not have expertise in the electric sector.
- The provision of monthly progress reports to be submitted to the Project Officer.
- Monthly progress meetings with the Project Officer and relevant Commission and TUS staff throughout the term of the contract.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **fixed term, price not-to-exceed, fee-for-service contract**, as additionally defined in **Section I-21**, containing the Contract Terms and Conditions as shown in **Part VI** and **Part VII**. The RFP, the Winning Proposal, and the Questions and Answers published by the Commission on its website shall be incorporated into the Contract by reference.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received in response to this RFP. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible, and capable of performing the Project.

- I-7. Incurring Costs.** Neither the Commission nor the Issuing Office is liable for any cost(s) the Offeror incurs in the preparation and submission of its proposal, in participating in the RFP process, or in anticipation of award of the contract. The Offeror shall not begin compensable work until so notified by the Commission's Project Officer, and a Notice to Proceed Letter (NTP) has been issued.
- I-8. Questions & Answers.** If an Offeror has any questions regarding this RFP they may be submitted as they arise via email, but no later than the date indicated on the Calendar of Events. The Offeror must submit those questions by email (**with the subject line "RFP 2026-1 Resource Adequacy Consultant Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. The Issuing Officer shall post the final questions and answers to the Commission's website (<https://www.puc.pa.gov/about-the-puc/request-for-proposals>) on an ongoing basis until the deadline stated on the Calendar of Events. When an Offeror submits a question after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date, the question and answer will be provided to all Offerors by posting the final question and answer on the website.

All questions and answers as posted to the Commission's website are considered an addendum to, and part of, this RFP in accordance with **Part I, Section I-9**. Each Offeror shall be responsible for monitoring the Commission's website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described in **Part I, Section I-25**.

- I-9. Addenda to the RFP.** If the Issuing Office should deem it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the RFP on the Commission's website (<https://www.puc.pa.gov/about-the-puc/request-for-proposals>). It is the Offeror's responsibility to periodically check the Commission's website for any new information or addenda to the RFP. As stated in **Part I, Section I-8**, answers to questions asked during the Questions & Answers period will be posted to the Commission's website as addenda to the RFP.
- I-10. Response Date.** To be considered for selection, proposal submissions as described in **Part I, Section I-11** must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. A late proposal will not be considered, will remain unopened, and will be rejected by the Issuing Office.

The Issuing Office **will not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be sent is

closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. **Proposals received after the time and date specified in the Calendar of Events will be rejected, unopened, and not considered regardless of the reason for the late submission.**

I-11. Proposal Requirements.

- A. Proposal Submission:** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Section I-11B**, providing two hard copies and a single electronic proposal with separate files for **the Technical Submittal; the Cost Submittal; the Small Diverse Business (SDB) Participation Submittal (SDB-2) (which must include either the SDB Utilization Schedule (SDB-3), Good Faith Efforts Documentation to Support Waiver Request (SDB-4 and SDB-5), or both) and the Veteran Business Enterprise (VBE) Participation Submittal (VBE-2) (which must include either the VBE Utilization Schedule (VBE-3), Good Faith Efforts Documentation to Support Waiver Request (VBE-4 and VBE-5), or both).** The electronic submission must be on a USB Flash drive in Microsoft Office or Microsoft Office compatible format, and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The USB Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the USB Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. For this RFP, the proposal must remain valid for 180 days or until a contract is fully executed, whichever occurs first. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a clearly identified revised hard copy and electronic submission on USB Flash drive marked as "Revised Proposal" which complies with the RFP requirements.

B. Proposal Format: Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business and Veteran Business Enterprise cost data should be kept separate from and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following **four (4) separate electronic files**:

- 1. Technical Submittal, in response to Part III:**
 - a. Complete, sign and include **Appendix A, Proposal Cover Sheet.**
 - b. Complete, sign and include **Appendix B, Domestic Workforce Utilization Certification.**
 - c. Complete, sign and include **Appendix C, Iran Free Procurement Certification Form.**
 - d. Complete, sign and include **Appendix D, Trade Secret Confidential Proprietary Notice Form.**
- 2. Cost Submittal, in response to RFP Part IV; and**
- 3. SDB Participation Submittal (SDB-2)** (which must include the SDB Utilization Schedule (SDB-3), Good Faith Efforts Documentation to Support Waiver Request (SDB-4 and SDB-5), or both), in response to RFP **Part V; and**
- 4. VBE Participation Submittal (VBE-2)** (which must include the VBE Utilization Schedule (VBE-3), Good Faith Efforts Documentation to Support Waiver Request (VBE-4 and VBE-5), or both), in response to RFP **Part V.**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- I-12. Economy of Preparation.** Offerors should provide a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.
- I-13. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office **will not** accept alternate proposals.
- I-14. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.
- I-15. Prime Contractor Responsibilities.** The selected Offeror must perform at least 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact regarding all contractual matters.
- I-16. Proposal Contents.**
- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement as described in **Subsection C** below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix D** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to **Part III** of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-17. Best and Final Offers (BAFO).

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
1. Schedule oral presentations;
 2. Request revised proposals;
 3. Conduct an online auction; and
 4. Enter into pre-selection negotiations.
- B. The following Offerors **will not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Offerors which the Issuing Office has determined in accordance with **Part II, Section II-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 3. Those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.
 4. Those Offerors which the Issuing Office or the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) have determined to be not responsive to the criteria established by BDISBO in **Part V** and **Part VIII** of this RFP.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the Best and Final offers.
 - D. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.
 - E. Any reduction to commitments to Small Diverse Businesses (SDB) or Veteran Business Enterprise (VBE) must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.
- I-18. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.
- I-19. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.
- I-20. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work.
- I-21. Term of Contract.** The term of the contract will commence on the Effective Date and shall end upon the set Termination Date. **The term of the Contract will be for three (3) years with a Commission option for two (2) one-year renewals. The Commission option for any or all of the two (2), one-year renewals shall be at the sole discretion of the Commission.** The Issuing Office will fix the Effective Date and Termination Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and neither the Commission nor the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-22. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa.C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L. The Offeror is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-23. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-24. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (**See Section I-25**).

I-25. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>. A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the Calendar of Events of the RFP. **Offerors may file a protest within seven (7) days after the protesting Offeror knows or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven (7) days after the date the notice of award of the contract is posted.** The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-26. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-27. Payment. Total payments under this contract will not exceed the total cost quoted in the proposal. The total cost may be exceeded only if the Contractor, the Contracting Entity or the Commission's Project Officer, prior to incurring such additional expenses and the Commission approves, before the expenses are incurred, the Contract expenditures up to that date and such additional expenditures. Contractor shall submit invoices to the Project Officer for incurred expenses of the past month by the 20th of the month.

Contractor may not bill for expenses that have not been incurred. Indicating expenses in the manner of the tasks or groups of tasks that were put forth in the Proposal. Invoices will itemize the employees who worked during the month, their hours and billable rates, as well as itemizing travel, lodging and meal expenses. Materials and other expenses exceeding \$200 will be itemized; remaining expenses need not be itemized. Upon receipt of Contractor's invoices, the Project Officer will forward copies of the invoices to the Issuing Officer, the Commission's Chief Counsel and Director of the Bureau of Administration for review of invoices and payment.

PART II
CRITERIA FOR SELECTION

II-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must:

- A. Be timely received from an Offeror (see **Part I, Section I-10**); and
- B. Be properly signed by the Offeror (see **Part I, Section I-11A**); and
- C. Contain a completed SDB Participation Submittal (**SDB-2**) (which must include the SDB Utilization Schedule (**SDB-3**), Good Faith Efforts Documentation to Support Waiver Request (**SDB 4** and **SDB-5**), or both); and either (a) agree to meet the SDB participation goal in full or (b) receive an approved waiver from any unmet portion of the SDB participation goal; and
- D. Contain a completed VBE participation submittal (**VBE-2**) (which must include the VBE Utilization Schedule (**VBE-3**), Good Faith Efforts Documentation to Support Waiver Request (**VBE 4** and **VBE-5**), or both); and either (a) agree to meet the VBE participation goal in full or (b) receive an approved waiver from any unmet portion of the VBE participation goal.

II-2. Technical Nonconforming Proposals. The mandatory responsiveness requirements set forth in **Section II-1** above are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

II-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will then notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all the evaluation factors.

The Commonwealth will not score the SDB and VBE Participation Submittals. Rather, Offerors must commit to meeting the SDB and VBE participation goals or make good faith efforts to meet the SDB and VBE participation goal as more fully explained in **Part V**. Although the SDB and VBE Participation Submittals will not be scored, the Issuing Office, in conjunction with BDISBO when necessary, will evaluate the SDB Participation Submittal, the VBE Participation Submittal, and additional required documentation to determine whether they have been completed in accordance with **Part V** and **Part VIII** of this RFP, and in a manner that demonstrates the Offeror is responsive and responsible.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **65 %** of the total points. Evaluation will be based upon the following:
- 1. Work Plan.** Evaluation of your work plan including soundness of approach to perform as the Resource Adequacy Consultant.
 - 2. Prior Experience with Public Policy Clients.** Evaluation of prior projects, both for the company and/or for specific personnel assigned to the project. Work completed more recently will carry greater weight than older (10+ years ago) work.
 - 3. Personnel Qualifications.** Evaluation of expertise, educational, work experience, and technical capability of personnel assigned to the project. Please pay particular attention to describing leadership/project management staff qualifications.

The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

- B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **35 %** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

The total price not-to-exceed cost for the entire contract must be clearly provided as a total contract cost.

- C. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula: [RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

D. Iran Free Procurement Certification and Disclosure. Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All offerors must complete and return the Iran Free Procurement Certification form, **(Appendix C, Iran Free Procurement Certification Form)**, which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran Free Procurement list:

[Iran-Free Procurement List | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

II-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

For an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror’s proposal must be greater than or equal to **75% of the available technical points**; and
- B. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

II-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee’s final technical scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office must select for contract negotiations the offeror with the highest overall score.
- D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1. Statement of the Project. This Section of the RFP identifies in detail the work that will need to be performed by the Resource Adequacy Consultant.

The Commission issued this RFP to retain the services of a contractor who will perform certain functions necessary for evaluating the methodologies, data and assumptions used by electric distribution companies (EDCs) when developing and submitting load forecasts to the PJM and for evaluating electricity resource adequacy in the Commonwealth of Pennsylvania and PJM territories over the next twenty (20) years so that policymakers, including but not limited to the Commission, may have an assessment independent and separate from PJM regarding load forecasting. TUS seeks to retain the services of an independent contractor who will perform as the Commission's Resource Adequacy Consultant. The Commission has been charged by the Pennsylvania General Assembly through the Pennsylvania Public Utility Code to ensure that electric utilities furnish and maintain adequate, efficient, safe, reasonable service, and make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. 66 Pa.C.S. § 1501.

The North American Electric Reliability Corporation (NERC) published its 2025 Long-Term Reliability Assessment (2025 LTRA) in January of 2026.¹ The 2025 LTRA consisted of reliability assessments of the Regional Transmission Organizations (RTOs) that manage bulk electric systems, including PJM. NERC concluded that PJM's Anticipated Reserve Margin (ARM) may fall below its Installed Reserve Requirement (or RML) in 2029 when the ARM falls below 19% and the RML reaches 24%.² This means that the anticipated available resources may fall short of the reserve capacity required to reliably meet peak electricity demand. NERC noted that PJM faces an extreme and rapid tightening of supply and demand for capacity resources in the near term and needs additional resources to rapidly address its near-term reliability challenges. NERC also noted that PJM will be heavily reliant on good generation performance from both fossil and inverter-based generation to avoid or minimize the need for emergency procedures and that the greatest risk is still during the summer peak period.

Thus, the trend of narrowing margins of reserve capacity in the PJM footprint prompted the Commission to hold a *Technical Conference on Resource Adequacy* at Commission Docket No. M-2024-3051988, on November 25, 2024, wherein it received many comments from stakeholders. Upon due consideration of these comments, as well as various reports including the January 2025, PJM Long-Term Load Forecasting Report, which contained projections of peak load, net energy, load management, etc., the Commission issued an

¹ NERC, 2025 Long-Term Reliability Assessment, January 2026, modified on February 24, 2026, available at: https://www.nerc.com/globalassets/our-work/assessments/nerc_ltra_2025.pdf.

² *Id.*, Page 92.

RFP for a consultant to analyze electric resource adequacy within the PJM Interconnection LLC territory and also specifically within the borders of the Commonwealth of Pennsylvania. The completed report of that consultant made clear that it was in the interest of the Commission to issue a subsequent RFP covering multiple years in order to keep the Commission informed on long-term load forecasts and how those may adjust over time and as new dynamics impact PJM and EDCs.³

The Commission desires to have a contractor continue to complete annual studies and forecasts of load and capacity PJM by September 1st for each year of the contract. Load adjustments for large, unanticipated load changes, market adjustments and peak shaving adjustments showing growth in data center load and other factors driving projections upwards should be considered in these studies. The studies should evaluate probabilities for load growth and should account for load growth over the next twenty (20) years as well as changes to electric generation capacity, including resource additions, power purchase agreements for 100 MW or greater of excess capacity at or nearby generation facilities, retirements, and planned retirements from the grid. The resulting annual studies will be used by the Commission and other Pennsylvania policy makers, including the General Assembly and the Governor's Offices of Policy and Critical Infrastructure, as they consider ways to address electric system challenges over the next twenty (20) years.

The Commission is also seeking assistance from the Contractor for the Commission's responsibilities under House Bill 416, known as Act 45 of 2025. Act 45 amends the act of April 9, 1929 (P.L.343, No.176), known as The Fiscal Code, by serving as the omnibus legislation necessary to effectuate implementation of the Commonwealth's Fiscal Year 2025-2026 budget. Pursuant to Act 45, the General Assembly of the Commonwealth of Pennsylvania enacted Article XVIII-B titled Electricity Load Forecast Accountability declaring that Commission oversight of electric load forecasts is necessary to provide information on projections for significant growth in electricity demand driven by data centers, vehicle and building electrification, and other large load customer additions.

Act 45 directs the PaPUC to investigate and evaluate the methodologies, data and assumptions used by EDCs when developing and submitting load forecasts to PJM. Additionally, the Commission is required to submit, by June 30th of each year, an annual report to the Chairperson and Minority Chairperson of the Consumer Protection and Professional Licensure Committee of the Senate and the Chairperson and Minority Chairperson of the Consumer Protection, Technology and Utilities Committee of the House of Representatives on the implementation of Article XVIII-B and to post the Commission's Annual Report for Act 45 on a publicly accessible internet website.

In this regard, the Commission desires to have the contractor assist the Commission with evaluation of the methodologies, data and assumptions used by EDCs when developing and submitting load forecasts to PJM, a similar evaluation of PJM's Long-Term Load Forecast, and for the contractor to complete a written summary report for delivery to the

³ <https://www.synapse-energy.com/assessing-electricity-resource-adequacy-pennsylvania-and-pjm>

Commission no later than May 31st of each year of the contract that summarizes the evaluations.

Finally, and in relation to the Act 45 deliverable, the Commission meets annually with each of the EDCs in July and August to discuss the EDCs' large load adjustments (LLAs) that are submitted to PJM each September. Pursuant to PJM's Manual 19,⁴ the Commission, as the Relevant Electric Retail Regulatory Authority (RERRA), meets with each EDC that submits an LLA and provides feedback to each EDC. The Commission also participates in the PJM Load Analysis Subcommittee (LAS) meeting each summer and fall as the RERRA for the Commonwealth. The LAS is the forum for PJM and the EDCs to present and discuss the processes, assumptions, formulations, and evaluations of LLAs. The Commission desires to have the contractor assist the Commission with: (1) the Commission's evaluation of the EDCs' LLAs; (2) the review of specific EDC large-load customer agreements/contracts; and (3) preparation for the PJM LAS meetings in August, September, October and November each year of the contract.

III-2. Work Plan. Describe in narrative form your qualifications and technical plan for accomplishing the work using the descriptions below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

Qualification. Candidates must include the following background information:

- Name(s)
- Address
- Contact information (and preferred method of communication)
- Legal form (e.g., sole proprietor, partnership, corporation)
- Date company formed
- Description of company in terms of size, range and types of services offered and clientele
- Organization chart showing key personnel that would provide services to the Commission
- Evidence of established track record for providing services and/or deliverables that are comparable with the subject of this proposal
- Identify any current affiliation or business interest it has with PJM Interconnection, LLC, any PJM stakeholder including but not limited to PJM Members, and any other potential conflicts of interest.

Offeror Response

⁴ PJM, Manual 19, available here: <https://www.pjm.com/-/media/DotCom/documents/manuals/m19.pdf>.

B. Tasks.

- Create a report by September 30th of each contract year that provides the following:
 - Complete inventory of existing electric generation facilities across the PJM Interconnection, including the following information:
 - a) Installed capacity
 - b) Fuel type
 - c) Facility in service date
 - d) Forecast remaining useful life of each facility
 - e) A forecast of generation resource retirements, identifying whether retirements are already announced. The report should also specify whether retirements are due to public policies, economic reasons, or end-of-useful life retirements for each facility.
 - A forecast of additions of new generation resources for each transmission zone within PJM, based on current public announcements, public policies, and the resource mix present in the PJM Interconnections Queue.
 - An annual load forecast for each transmission zone within the PJM Interconnection for each of the next twenty (20) years.
 - An analysis of the net generation in each transmission zone within the PJM Interconnection.
 - Price forecasts for both capacity and energy markets for each zone with the PJM Interconnection for each of the next twenty (20) years, with the greatest granularity possible.
 - An evaluation of energy transfers between transmission zones within the PJM Interconnection, identifying whether those transfers are for economic or resource adequacy reasons.
- Create a report by May 31st of each year of the contract that provides the following:
 - An evaluation of the EDCs' annual load forecast submissions to PJM in terms of their accuracy, consistency, and transparency of EDC forecasting methods and assumptions.
 - An evaluation of PJM's large load adjustment forecast in terms of the accuracy, consistency, and transparency of PJM's forecasting methods and assumptions.
 - An evaluation of PJM's Long-Term Load Forecast in terms of the accuracy, consistency, and transparency of PJM's forecasting methods and assumptions.

- For each year of the contract, assist the Commission with:
 - The Commission's evaluation of the EDCs' LLAs.
 - Reviewing specific EDC large-load customer agreements/contracts.
 - Preparation for the PJM LAS meetings.
- Reports are intended for internal use by the Commission. However, each report should be formatted and drafted for potential distribution to legislators, Commonwealth agency staff, public utility companies, and other interested parties.
- Any other tasks the Consultant deems necessary to complete the final report.

Offeror Response

C. Requirements.

- A fixed-fee price proposal must indicate an overall price for the project as well as an estimated number of hours for project completion. Anticipated terms and scheduling for Consultant payment include: the Commission's obligation to pay Consultant for the performance of services related to the project will not exceed an agreed upon fixed fee amount.
- Unless provided otherwise by written agreement of both parties, Consultant shall pay for all expenses it incurs in performing services related to the project, including but not limited to travel and out-of-pocket expenses.
- Consultant shall submit monthly invoices to the Commission in sufficient detail to support the services provided during the previous month. The Commission will agree to pay those invoices within forty-five (45) days of receipt, the total of which shall not exceed an agreed-upon fixed fee amount for the project.
- Proposals must be signed by a representative authorized to commit the candidate's company;
- If candidate has a standard contract or set of terms and conditions, please submit them with the proposal
- All terms and conditions will be subject to negotiation and the Commission's approval.
- Proposals must remain valid for a minimum period of 180 days or until a contract agreement is executed, whichever occurs first.

Offeror Response

- D. Evaluation.** A Commission Evaluation Committee will evaluate submittals and, if necessary, request follow-up information and interviews. The Commission expects to make a final selection or decision by end of 2026.

1. Technical Merit.

- a. Prior Experience.** Include experience in load forecasting, capacity expansion modeling, and economic forecasting. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

- b. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in load forecasting and capacity expansion modeling. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Offeror Response

- c. Subcontractors.** Provide a subcontracting plan for all subcontractors, including Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commission. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and
8. Resumes (if appropriate and available).

The Offeror's subcontractor information shall include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

Offeror Response.

III-3. Other Requirements.

- A. Status Report.** A periodic monthly progress report covering activities, problems, and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.
- B. Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each and include Offeror recommendations with supporting rationale.
- C. Annual Reports.**
1. Abstract or summarize the result of the study or service in terminology that will be meaningful to management and others generally familiar with the subject areas.
 2. Describe data collection and analytical and other techniques used during the study.
 3. Summarize findings and conclusions developed in each task.
 4. Include all supporting documentation; e.g., flow-charts, forms, questionnaires, etc.
 5. Reports are due to the Commission on the timelines described in **Section B** above.
- D. Expert Support.** Contractor must be able to support, orally and in writing, the professional findings and conclusions of the Contractor. Upon request, for up to ninety (90) days following the contract end date, Contractor must be willing to provide support for the final report at its usual hourly rates for staff directly engaged in providing testimonial support (whether written or oral).

Offeror Response

- E. Disaster Recovery/Long-term Storage of Records.** Indicate generally your backup systems and long-term document/electronic backup systems. Work on this project must be kept for at least ten (10) years after its creation in a secure manner, available within a reasonable timeframe if required by TUS. Prior to the destruction of such materials, the Contractor must notify the Commission to allow the Commission to take custody of such materials, if it so chooses.

Offeror Response

F. Disclosure of Potential Conflicts of Interest. Other than in performance of duties under this contract, upon proposal submission and throughout the contractual term the Contractor or any subcontractors, or any parent or related entities to the Contractor or any subcontractors, or any of the Contractor's or any subcontractors' employees, must disclose to the Project Officer any work for, or any payment of any kind by, any party which seeks similar resource adequacy consultant work. The Offeror that performs such work is required to explain, in detail, the measures that will be taken to avoid any conflict of interest or appearance of impartiality that may arise as a consequence of performing work under this contract. The Issuing Office will determine, on a case-by-case basis, whether such activity creates an actual or potential conflict of interest. If the Project Officer deems the activity to be a conflict of interest, the Contractor agrees to take appropriate steps as directed by the Project Officer to eliminate the conflict.

Offeror Response

III-4. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI and Part VII**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth.

The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI and Part VII**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI and Part VII**. The Issuing Office may reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI or Part VII or to other provisions of the RFP as specifically identified above.**

Offeror Response

NOTE: DO NOT INCLUDE COST INFORMATION (BILLABLE RATES OR OTHER COSTS) IN THE TECHNICAL SUBMITTAL

PART IV
COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal.

The total cost for the entire contract must be clearly provided as a total price not-to-exceed contract cost.

List all employees who will be assigned to work on this project, indicating their billable rate for the period of the contract.

Indicate that travel and subsistence costs will conform to the requirements of the most current version of the Commonwealth Management Directives 230.10, *Travel and Subsistence Allowances*.

List all other costs related to work on this project, indicating their costs.

As noted in **Section III-3, D**, contractor must be able to support, orally and in writing, for up to ninety (90) days after the contract end date, the professional findings and conclusions of the Contractor. **Therefore, do not include any cost “inflator” in your cost proposal to cover providing such support.**

The percentage commitment to Small Diverse Businesses (SDB) and Veteran Business Enterprise (VBE) should not be stated in the Cost Submittal. Offerors **should not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-8** of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a Notice to Proceed.

PART V

SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

- V-1. SDB and VBE Participation Goals.** The Issuing Office and the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) have set a Small Diverse Business (SDB) Participation Goal and a Veteran Business Enterprise (VBE) Participation Goal for this RFP which are listed in **Part VIII**. The SDB and VBE Participation Goals were calculated based upon the market availability of SDBs and VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the Small Diverse Business (SDB) and Small Business (SB) Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals and obtain an approved waiver.

- V-2. Small Diverse Business (SDB) Participation Submittal, Appendix E.** The SDB Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance with **Part 1, Section I-11A**.
- V-3. Veteran Business Enterprise (VBE) Participation Submittal, Appendix F.** The VBE Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with **Part 1, Section I-11A**.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle an Offeror to receive credit towards the SDB or VBE participation goals.

V-3. Contract Requirements—SDB and VBE Participation.

- A. SDB and VBE Participation Documents. All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal (**SDB-2**), SDB Utilization Schedule (**SDB-3**), and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal (**SDB-4** and **SDB-5**)) and its VBE Participation Submittal (including the VBE Participation Submittal (**VBE-2**), VBE Utilization Schedule (**VBE-3**), and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal (**VBE-4** and **VBE-5**)) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.

B. Required contract terms. All contracts containing SDB and/or VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB participation commitment and each VBE participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments and VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments and VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.
3. The selected offeror cannot alter its overall SDB or VBE commitments or commitments made to individual SDB or VBE subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage of SDB and VBE commitments, and individual SDB and VBE commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected offeror and each SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB or VBE within thirty (30) calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available as **Appendix G**.
2. In addition to any requirements in the offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the SDB or VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
 - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB or VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;

- c. Payment terms indicating that the SDB or VBE will be paid for work satisfactorily completed within fourteen (14) calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
 - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and
 - e. The requirement that the SDB or VBE submit to BDISBO utilization reports.
3. If a subcontract agreement is required by the solicitation document and the subcontract terms omit any of the information required in **Subparagraph 2** but that information is otherwise reflected within the selected offeror's SDB Participation Submittal (**SDB-2**), VBE Participation Submittal (**VBE-2**), or associated documents (SDB Utilization Schedule (**SDB-3**), VBE Utilization Schedule (**VBE-3**), and Letters of Commitment (**SDB-3.1** and **VBE-3.1**)), the information listed in the SDB Participation Submittal (**SDB-2**), VBE Participation Submittal (**VBE-2**), or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of **Subparagraph 2** or information contained within the selected offeror's SDB Participation Submittal (**SDB-2**) or VBE Participation Submittal (**VBE-2**) and associated documents, the order of precedence is as follows: (1) the requirements of **Subparagraph 2**, (2) the selected offeror's SDB Participation Submittal (**SDB-2**), VBE Participation Submittal (**VBE-2**), and associated documents; and (3) the terms of the subcontract agreement.
 4. If the selected offeror and a SDB listed on the SDB Utilization Schedule (**SDB-3**) or VBE listed on the VBE Utilization Schedule (**VBE-3**) cannot agree upon a definitive subcontract within thirty (30) calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected Offeror must provide written notification to the issuing Agency and BDISBO.
 5. The prime contractor must provide a copy of any required subcontract with an SDB or VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

D. Utilization Reports.

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB or VBE subcontractor and any unpaid invoices over thirty (30) calendar days old received from an SDB or VBE subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB or VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity." A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.
2. The prime contractor must include in its agreements with its SDB and VBE subcontractors a requirement that the SDB and VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
 - a. Payments received from the prime contractor within the time frame covered by the report, and
 - b. Invoices for which the subcontractor has not been paid.

E. Noncompliance with SDB and/or VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments or VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within ten (10) business days and complete them within the time specified by the contracting Agency.
2. If a contracting Agency determines that material noncompliance with SDB or VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, SDB, and/or VBE status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in future procurements; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

PART VI

DRAFT CONTRACT

2027 Resource Adequacy Consultant Contract

This Contract is entered into by _____ (**Contractor**) with a principal place of business located at _____ and the **Pennsylvania Public Utility Commission (Commission)**, with principal offices on the Third Floor of the Keystone Office Building, 400 North Street, Harrisburg, Pennsylvania 17120. The Contractor and Commission are collectively referred to as “**the Parties.**”

Incorporation by Reference. The Request for Proposal and all exhibits, appendices, addenda, and other attachments thereto, the Contractor’s Proposal and all exhibits, appendices, addenda, and other attachments thereto, the written questions and answers posted by the Commission to its website, Pennsylvania Department of General Services, Bureau of Procurement Contract Terms and Conditions – Paper Contract (BOP-1204 Revised 12/06/2024) and Exhibit 1 to this Contract, are all hereby incorporated into this Contract by reference.

I. Covenants of the Parties.

The parties to this Contract, intending to be mutually bound, agree and promise that:

- A. Subject in all respects to the terms and conditions of this Contract and to the duties and limitations contained in the statutory and common law of the Commonwealth of Pennsylvania, the Contractor shall provide expert energy resource adequacy consultant services for the Commission. These duties shall be completed as outlined in and in accordance with the promises, warranties and representations contained in the Contractor’s Proposal (Proposal) and the Request for Proposal (RFP). These duties include but are not limited to written reports and verbal advice by phone or e-mail as required by the Project Officer within the time parameters agreed upon in the Proposal and RFP. Contractor agrees to provide additional expert analytical services beyond its final report including expert witness services as may be required for legal cases such as review and input in written and verbal form on Federal Energy Regulatory Commission proceedings primarily but not solely limited to filings by PJM Interconnection LLC relating to load and price forecasting and other subjects as needed on a continuing basis until this contract expires. The RFP and all exhibits, appendices, addenda, and other attachments thereto, and Contractor’s Proposal and all exhibits, appendices, addenda, and other attachments are hereby incorporated into this Contract by reference.
- B. The Commission by its agent, the Project Officer and other designated staff, as described below, shall have the right and opportunity to participate actively in the activities of the Contractor, and to this end shall have immediate access to all data, models, and other materials or information of the Contractor related to this project.

- C. All data, models, reports, information, databases, developed software, database search queries, software instructions or templates, and any other documentation or software created, utilized, or received by the Contractor and its employees or subcontractors and their employees for this Project shall become the property of the Commission. The Contractor is working-for-hire by the Commission, and the Contractor and its employees and subcontractors and their employees, expressly agree that any copyrights or other intellectual property created by the Contractor and its employees or subcontractors and their employees for the work on this Project shall be property of the Commission. Contractor agrees to obtain such copyrights and other intellectual property rights from its employees and any subcontractors and their employees to effectuate Commission's ownership of such rights. Contractor shall have a non-exclusive, unrestricted license from the Commission to use any such copyrights or other intellectual property created by the Contractor and its employees or subcontractors and their employees for the work on this Project. Contractor's non-exclusive, unrestricted license to use any such copyrights or other intellectual property shall be irrevocable and shall continue in perpetuity after the termination of the Contract.
- D. Replacement of personnel. Contractor will advise Commission of the replacement of professional personnel, or subcontractors and their professional personnel, assigned to this project. Commission reserves the right to approve changes in key personnel. Contractor should advise the Commission as soon as reasonably possible, preferably with enough lead time to allow for consultation regarding replacement.
- E. Providing Testimony in Adversarial Proceedings. The Commission will pay the usual hourly rates for staff directly engaged in providing testimonial support (whether written or oral) in an adversarial proceeding.
- F. Term. This Contract covers all the expert services rendered on or after the effective date of the Contract, which is the date of signing of the last Commonwealth official whose approval of this Contract is required and a Notice to Proceed Letter has been issued. The term of the Contract will be for three (3) years with a Commission option for two (2) one-year renewals. The Commission option for any or all of the two (2), one-year renewals shall be at the sole discretion of the Commission.

The Commission's Project Officer will issue a written Notice to Proceed Letter to the Contractor directing the Contractor to start performance on a date that is on or after the effective date. The Contractor will not start performance of any work prior to the date set forth in the Notice to Proceed Letter and the Commonwealth will not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed Letter. No Commission employee has the authority to orally direct the commencement of any work under this Contract prior to the Notice to Proceed Letter being issued.

This Contract does not guarantee that the Contractor's expert witness services at an hourly rate will be utilized, nor does it commit the Commonwealth of Pennsylvania or Pennsylvania Public Utility Commission to any obligation of payment if no expert witness services are rendered.

- G. Termination. The Pennsylvania Public Utility Commission has the right to terminate this Contract for any of the following reasons. Termination will be effective upon written notice to the Contractor.
1. Termination for Convenience: The Commission may terminate this contract for its convenience if the Commission determines termination is in its best interest. The Contractor will be paid for work satisfactorily completed prior to the effective date of the termination, but in no event will the Contractor be entitled to recover loss of profits.
 2. Non-appropriation: The Commission's obligations are contingent upon appropriation of funds for the Contract purpose. The Commission has the right to terminate this Contract because of the non-availability of sufficient funds (state and/or federal) for the Commission to pay for services to be rendered under this Contract.
 3. Termination For Cause: The Commonwealth reserves the right to terminate this Contract upon written notice for Contractor's nonperformance or inadequate performance.
- H. The parties agree to communicate and keep one another promptly informed of any material problems or issues related to the contract.

II. Party Representatives and Payment.

A. Project Officer and Contractor Representative

1. The Commission has designated **Darren D. Gill**, Deputy Director of the Bureau of Technical Utility Services, (717) 783-5244, dgill@pa.gov (and/or his designated alternative) as its staff contact (Project Officer) and has authorized him/her to act on behalf of the Commission under this Contract. The Project Officer may appoint members of the Commission staff or its designees to represent him/her as appropriate.
2. The Contractor has designated _____ as its staff contact (Contractor Representative) and has authorized him/her to act as the lead contact on behalf of the Contractor under this Contract.
3. The parties agree to communicate fully with each other through the designated representatives and to keep each other promptly informed of all pertinent matters and developments relating to this Project.

B. Expenses and Payment

1. Payment. Contractor will bill monthly.
2. The Project Officer shall have the right and opportunity to approve, in whole or in part, each invoice. The basis for the Project Officer's approval shall be a finding that the expenses are reasonable, necessary, and correct and billed in accordance with the provisions of this Contract. Such approval or payment may be withheld if the following items are not included in the invoice:
 - a) A list of the individuals, by name and title, who have worked during the period;
 - b) The hourly rates of these individuals as stated in the Proposal;
 - c) The number of hours spent by each individual;
 - d) A listing of other costs incurred during the period;
 - e) A list of transportation lodging, and meal expenses by each individual incurring such costs during the period and the basis for calculating such costs; and
 - f) The specific dates when services were rendered.
3. The approval of the Project Officer may also be withheld as to any costs that are not just, reasonable, or in conformity with costs in the Proposal.
4. The total amount paid the Contractor under this Contract shall not exceed the following amounts except as provided in the RFP regarding approved additional expenditures.

Total Contract Price: \$

5. No expenditures will be reimbursed if incurred before the effective date of this contract.
6. All charges for services and other costs charged by the Contractor are subject to review at any time by the Commission.
7. The Commission will review invoices within ten (10) days of submission, and approved invoices will be paid within forty-five (45) days of submission.

III. Other Rights of Parties.

A. Commission's Right to Disapprove Expenditures

The Commission shall have the right to approve or disapprove invoice expenditures and may adjust payment to the Contractor for the amount of any disapproved expenditure. The Contractor will not be paid for any cost incurred for services not in compliance with the terms of this contract.

B. Commission's Right to Make Amendments and Changes to Contract

Subject to the terms and conditions of this Contract and to the statutory and common law of the Commonwealth of Pennsylvania, the Commission shall have the right to make changes in the Statement of Work in the Proposal, provided that any such changes are within the general scope of the Statement of Work, that payment for work performed under such changes shall be made pursuant to the Proposal, and that the total cost of this contract is not exceeded.

C. Confidentiality

1. The parties recognize that it will be necessary for the Contractor to have or review proprietary information regarding work on this project. Accordingly, the Contractor and the Commission have or will execute a Nondisclosure Agreement attached hereto as **Exhibit 1**. The executed Nondisclosure Agreement is hereby incorporated into this Contract by reference.
2. The Contractor may not release of any information concerning the Project other than the existence and nature of the Contractor without the prior written approval of the Commission's Project Officer or his/her designee.

IV. Other Agreements by the Parties.

A. Status of Contractor.

The parties hereto agree that the Contractor and any agents and employees of the Contractor shall act, in the performance of this Contract, in an independent capacity and not as officers, employees or agents of the Commission.

B. Interest of Contractor.

The Contractor warrants that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor agrees that in the performance of this Contract, it shall not knowingly employ any person having such interest. The Contractor further certifies that no member of the board of the Contractor or any of its officers or directors have such an adverse interest.

Contractor personnel who perform the services are employees of the Contractor (or its subcontractors) and the Contractor will be solely responsible for payment of compensation to such persons. The Contractor agrees to indemnify, defend, and hold harmless the Commission for any claim asserted against the Commission alleging that the Commission is an employer, co-employer or joint employer of any Contractor or subcontractor personnel.

The Contractor will assume full responsibility for payment of all federal, state, provincial and local taxes, withholding, or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to such persons. Should the Commission be required to pay any amount to a governmental agency for failure to withhold any amount as may be required by law, the Contractor agrees to indemnify, defend and hold harmless the Commission for any amount so paid, including interest, penalties and fines.

The Contractor is not an agent or employee of the Commission and has no authority to represent the Commission as to any matters, except as expressly authorized in this Contract.

C. Disputes.

As the first step to resolving any dispute, all questions arising respecting any matter pertaining to this Contract or any part thereof or any breach of contract arising thereunder shall be referred to the Project Officer. Any dispute which cannot be settled by negotiations after submission to the Project Officer shall then be submitted to the Commission for resolution. The provisions of this paragraph shall not be construed to limit the remedies of the Commission or the Contractor for breach of this Contract, nor shall it limit the Commission or the Contractor's rights to appeal to the Commonwealth Court after resolution by the Commission. This provision shall not be construed as an arbitration provision that provides the Commission with arbitration powers.

D. Conflicts between the Contract, the RFP, and the Proposal.

Whenever a provision of the Proposal conflicts with the Contract or the RFP, the provisions of the Contract and the RFP will prevail over the Proposal. If there is a conflict between the Contract and the RFP, the Contract will prevail over the RFP.

E. Integration Clause.

This Contract, and all exhibits, appendices, addenda, and other attachments thereto, constitutes the entire agreement between the parties, subject to the provisions of **Paragraph F "Amendments"** below. No other agreements, whether oral or written, or outside conditions, warranties, or understandings regarding the subject matter of this Contract shall be deemed to exist for purposes of interpreting this Contract, nor shall any such agreements be enforceable against the Commission or the Contractor.

F. Amendments.

No amendment or modification changing the scope or terms of this Contract shall have any force or effect unless it is in writing and signed by all parties.

G. Applicable Law.

This Contract shall be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania. All parties expressly submit to the personal and subject matter jurisdiction of the Courts of the Commonwealth of Pennsylvania.

H. Assignment and Delegation.

Neither this Contract nor any of its benefits or duties may be assigned or delegated by subcontract or otherwise, except for those subcontracts specifically identified by the Proposal, without prior written approval by the Commission. Any subcontract shall contain all of the provisions of this Contract.

I. Severability.

If any provision of this Contract is invalid, the remainder of the Contract shall not be affected thereby if the essential terms and conditions of the Contract remain valid, legal, and enforceable.

J. Non-Waiver.

No provision of this Contract can be waived by any party unless made in writing and signed by the party against whom waiver is sought; nor shall the failure by any party to, at any time or on multiple occasions, require performance of any provision hereof be construed as a waiver of future enforcement thereof; nor shall waiver by any party of any breach hereof be construed as a waiver of any future breach.

K. Time is of the Essence.

Time is of the essence in this Contract and any failure to perform any of the terms hereof in the reasonable time and manner specified shall be deemed a breach of this contract.

L. Effective Dates.

The effective date of this Contract shall be fixed by the Issuing Office after the Contract has been fully executed by the Contractor and the Commission and all approvals required by the Commonwealth contracting procedures have been obtained.

M. Insurance.

During the performance of the work covered by this Contract, the Contractor shall maintain the following minimum insurance coverage at no additional cost to the Commission:

1. Workers' Compensation Insurance as required by law.
2. Employer's Liability Insurance (bodily injury) of \$1,000,000 per accident, and Employer's Liability Insurance (occupational diseases) of \$1,000,000 per person and \$2,000,000 in the general aggregate.
3. Comprehensive General Liability Insurance of \$1,000,000 each person; \$1,000,000 for each occurrence for bodily injuries; and \$1,000,000 for property damage.
4. Comprehensive Automobile Liability Insurance covering all owned and hired vehicles of \$1,000,000 each person, \$1,000,000 each accident for bodily injuries, and \$1,000,000 each accident for property damage.
5. Professional Liability (Errors and Omissions) Insurance of \$1,000,000.

The insurance called for above is subject to the normal limitations and exclusions applying to each type of insurance; provided, however, that first dollar coverage shall be provided for each type. The Commission will be named as an additional insured on the policies referred to in 2, 3, 4 and 5 above and such insurance shall be endorsed to require the insurer to furnish the Commission with ten (10) days written notice prior to the effective date of any cancellation of insurance.

Upon request, the Contractor shall furnish the Commission with certificates or other documentary evidence showing that the insurance to be carried by the Contractor in accordance with this paragraph has been arranged.

N. Indemnity.

The Contractor agrees and undertakes to indemnify, defend, and hold harmless the Commission, and their respective agents and employees and subcontractors against all liabilities, claims, damages, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, in any way relating to or arising out of any action or operation of the Contractor, or its agents, employees, or subcontractors under this Contract, including but not limited to personal injury or property damage, including but not limited to injury or damage to the person or property of the Commission, or the Contractor, or their respective agents, employees, or subcontractors, and shall, at the request of the Commission, defend any and all actions brought against the Commission, and their respective agents, employees, or subcontractors based upon any such claims or demands. The Contractor expressly waives use of the "statutory employer" defenses provided in the Pennsylvania Worker's Compensation Act at 77 P.S. § 481(a) and (b) and 77 P.S. § 52 with regard to this indemnity.

O. LIMITATIONS OF LIABILITY.

IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY OR THEIR RESPECTIVE AGENTS EMPLOYEES AND SUBCONTRACTORS, BE LIABLE TO OTHER PARTIES OR THEIR RESPECTIVE AGENTS EMPLOYEES AND SUBCONTRACTORS, FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE OR COST OF CAPITAL.

P. Immunity.

Nothing contained in this Contract shall be construed as a waiver of the immunity of the Commonwealth or the Commission against suit.

Q. Jurisdiction.

It is understood and agreed that actions undertaken by the Contractor pursuant to this Contract shall be limited to matters within the jurisdiction of the Commission.

R. Employees, Background Checks, Substance Abuse.

1. Contractor shall employ for the work only persons known to it to be experienced, qualified, reliable, and trustworthy. During the performance of the work, the Commission staff may object to any Contractor's employee, who, in their opinion, does not meet these criteria. In such case, Contractor shall at its expense and risk, immediately replace and remove such employee and promptly advise the Commission's Project Officer. At the request of the Commission Project Officer, the credentials of any of Contractor's employees assigned to this project shall be subject to review by the Commission.
2. Background checks. Contractor shall make best efforts to ensure that Contractor's employees assigned to work on this Project do not have criminal records and are not involved in criminal activity which could create a risk of fraud/embezzlement and/or a risk to the Commission's property and employees.

Contractor will obtain criminal background checks for all employees, including but not limited to employees of all subcontractors, for this Project who will visit or otherwise have physical contact with the public, or with the public's premises or property, prior to such employee performing work on the Project. Criminal background checks will be checked at least every year for such employees. Contractor will maintain up-to-date records evidencing such criminal background checks.

Upon actual knowledge of a criminal record or involvement in a potentially criminal activity, including but not limited to threats, harassment, or other abuse, Contractor shall immediately remove any such employee or employees from the work and immediately contact the Project Officer to inform them of the circumstances. The Project Officer may, at any time, request that the Contractor verify that an employee of the Contractor or its subcontractors does not possess a criminal record.

- a) Contractor shall provide certification for each of the Contractor's employees who are authorized as part of the work to have electronic or unescorted physical access to critical cyber assets (as the same are identified from time to time), that such employee (i) has submitted to a Background Check within the past seven (7) years whereby no evidence of a criminal record or criminal activity was discovered; (ii) is subject to a seven (7) year cycle re-check of the Background Check; and (iii) has received the Contractor-sponsored security awareness training or will receive such training prior to accessing critical cyber assets. These requirements are subject to audit by Commission staff.
3. Substance Abuse. Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor's employees undertaking work will not be under the influence, purchase, transfer, use or possess illegal drugs or abuse alcohol or prescription drugs in any way. Upon actual knowledge of such activity or any such potential activity, Contractor shall immediately remove any such employee or employees from the work and immediately contact the Project Officer to inform them of the circumstances.

S. Force Majeure.

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war; changes in controlling law, regulations, orders or the requirements of any governmental entity; severe weather conditions; civil disorders; natural disasters; fire; epidemics, pandemics and quarantines; general strikes throughout the trade; and freight embargoes.

The Contractor will notify the Commonwealth verbally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification will (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor will have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and will produce such supporting documentation as the Commonwealth may reasonably

request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. In the event of a declared emergency by competent government authorities, the Commission by notice to the Contractor, may suspend all or a portion of the Contract.

T. Anticipatory Breach Clause.

If the Commission, its representatives or the Contractor should learn of or become aware of circumstances that the Contractor is unable to perform the services covered by this Contract then the party to this Contract that learns of the reasons for the inability will notify the other party(ies) in writing of the Contractor's inability to complete the services being rendered in this Contract. Upon receipt of such notification, the Commission or its representative can terminate this Contract.

U. Events of Default.

The Contractor's failure to perform any material duty imposed pursuant to this Contract constitutes a default without further act or notice on the Commission's part, and the Commission will be entitled to exercise all of its rights and remedies as provided by law or this Contract. A default will also include: 1) the making of any representation or warranty by the Contractor that is untrue in any material respect, and 2) a failure by a party to notify the other party forthwith of the existence of any fact that would constitute a default under this Contract.

IN WITNESS THEREOF, intending to be legally bound, the Contractor and the Commission have caused this **2027 Resource Adequacy Consultant Contract** to be approved and executed under their signatures with a duplicate copy being provided to each of the parties.

Contractor

Title

Date

Amy Zuvich
Director of Administration
Pennsylvania Public Utility Commission

Date

David E. Screven
Chief Counsel
Pennsylvania Public Utility Commission

Date

2027 Resource Adequacy Consultant Contract
Nondisclosure Agreement

The Pennsylvania Public Utility Commission (Commission) and _____
(Contractor), intending to be legally bound, hereby agree as follows:

1. As part of the Resource Adequacy Consultant Contract, the Contractor will have data, books, documents, and records related to work for this Contract. These materials are confidential (proprietary information).
2. With respect to proprietary information, the Contractor and its authorized representatives shall:
 - a. Hold the proprietary information in confidence;
 - b. Restrict disclosure of the proprietary information only to those persons authorized under this Agreement and who have a need to know;
 - c. Use the proprietary information solely in connection with the Contractor's work on the Resource Adequacy Consultant Contract;
 - d. Not disclose the proprietary information publicly or privately to any third party in any manner; and
 - e. Advise the Contractor's representatives of their obligation with respect to the proprietary information.
3. The Consultant may make proprietary information available to the Commission's Staff under this Agreement provided, however, that in the event of such disclosure, the Commission's Staff shall also be bound by the terms of this Nondisclosure Agreement.
4. Proprietary information that is provided to the Contractor and/or Commission Staff will be protected from disclosure as proprietary information under 66 Pa. C.S. § 335(d) until such time as the Commission (or court of competent jurisdiction, if an appeal of a Commission determination is taken) rules that the documents are non-proprietary and, therefore, subject to public disclosure. In determining which documents are subject to public disclosure, the Commission will follow the *Right-to-Know Law*, 65 P.S. S 67.101 et. seq., including any future amendments thereto.
5. The Contractor recognizes that the provisions of this Nondisclosure Agreement are vitally important to the welfare of the Commission and other entities providing information pursuant to the Resource Adequacy Consultant Contract and that money damages may not be an adequate remedy for any violation by the Contractor thereof. Accordingly, in the event of any breach or violation by the Contractor of the provisions thereof, the Commission or other entity may institute and maintain a proceeding to compel specific performance by the Contractor thereof or to issue an injunction restraining such breach or violation hereunder by the Contractor.

6. Nothing in this Nondisclosure Agreement shall otherwise affect, abridge, increase, or decrease the statutory authority of the Commission to investigate or inspect the facilities and data, books, records, and documents of a regulated entity, or to examine records of the cost to a regulated entity's affiliates for providing services or furnishing property to a regulated entity (where applicable) as permitted by the statutory and common law of the Commonwealth of Pennsylvania.
7. Nothing contained in this Nondisclosure Agreement shall affect, abridge, increase, or decrease the ability of the Commission to appeal to the Commonwealth Court or otherwise protect its rights.

IN WITNESS THEREOF, intending to be legally bound, the Contractor and the Commission have caused this **Nondisclosure Agreement** to be approved and executed under their signatures, as **Exhibit 1** to the **2027 Resource Adequacy Consultant Contract**, with a duplicate copy being provided to each of the parties.

(Contractor)

Date

Amy Zuvich
Director of Administration
Pennsylvania Public Utility Commission

Date

David E. Screven
Chief Counsel
Pennsylvania Public Utility Commission

Date

PART VII

STANDARD CONTRACT TERMS AND CONDITIONS

The following is hereby incorporated into this contract by reference, and is attached hereto:

Pennsylvania Department of General Services, Bureau of Procurement
Standard Contract
Terms and Conditions – Paper Contract
BOP-1204
Revised 12-6-2024
25 pages

Part VIII

Small Diverse Business (SDB) and Veteran Business Enterprise (VBE)

Participation Summary Sheet

Solicitation/Project No.: PUC RFP 2026-1

Issuing Agency: Pennsylvania Public Utility Commission

Name of Procurement/Project: Resource Adequacy Consultant

SDB Participation Goal (for MBE, WBE, LGBTBE, and DOBE): **18 %**

VBE Participation Goal (for VBE and SDVBE): **3 %**

Appendix E:

- SDB-1 Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule
- SDB-2 SDB Participation Submittal
- SDB-3 SDB Utilization Schedule
- SDB-3.1 SDB Letter of Commitment
- SDB-4 Guidance for Documenting Good Faith Efforts to meet the SDB Participation Goal
- SDB-5 Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal

Appendix F:

- VBE-1 Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule
- VBE-2 VBE Participation Submittal
- VBE-3 VBE Utilization Schedule
- VBE-3.1 VBE Letter of Commitment
- VBE-4 Guidance for Documenting Good Faith Efforts to meet the VBE Participation Goal
- VBE-5 Good Faith Efforts Documentation to Support Waiver Request of VBE