



REQUEST FOR PROPOSALS (RFP)

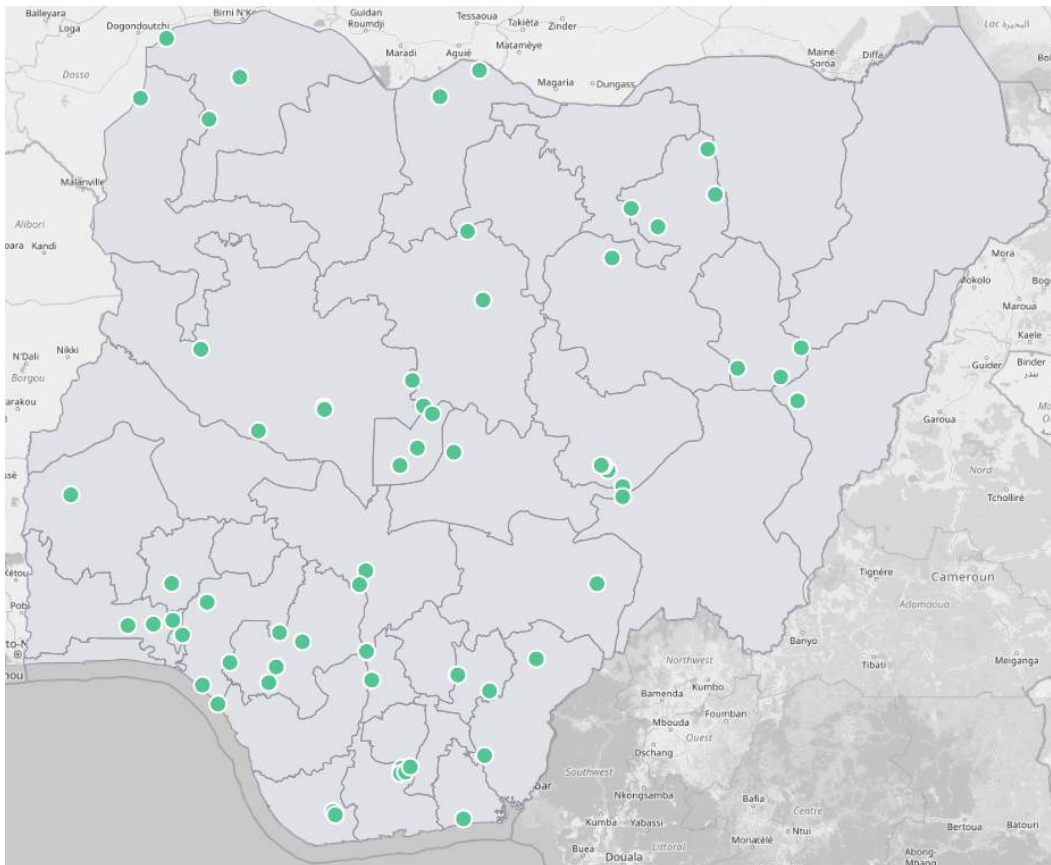
Launching a new portfolio of PUE products in 20 communities

SUMMARY OF PROCUREMENT

Background

Today a growing minigrid industry in Nigeria has delivered power to over 50 communities and programs such as the [Solar Hybrid Minigrid Component of the National Electrification Plan \(NEP\)](#) continue to support the deployment of minigrids to increase electrification in remote and rural communities. See map in Source: GIZ, Nigeria SE4All Minigrid Map

Figure 1 locating operating minigrids in Nigeria. Minigrids are small-scale electricity systems (1kW-10MW) frequently comprised of solar generation and battery storage systems and a distribution network connecting the surrounding community(ies). These systems frequently operate independently from the national grid. Minigrids are increasingly recognized as a critical solution for closing the energy access gap for households and local businesses in rural and remote regions due to falling solar and battery costs and the ability to avoid costly investments and the lengthy process in extending grid infrastructure.



Source: [GIZ, Nigeria SE4All Minigrid Map](#)



Figure 1: Location of Operating Minigrids in Nigeria

The Challenge

Despite growth in the minigrid industry, most minigrid customers only use electricity to meet basic needs and as a result, many minigrids remain underutilized relative to their available capacity. This situation leads to financial instability limiting the minigrid industry's potential growth to power more communities and missed opportunities to electrify and increase the productivity of local businesses and grow local incomes. Households and businesses need not only access to power (supply), but the appliances and equipment that use that power efficiently (demand) and suit the economic opportunities prevalent locally. They also need access to financing to purchase appliances and equipment.

The Opportunity

The Rural Electrification Agency (REA) and RMI partnered to co-develop the Energizing Agriculture Programme (EAP) to support the use of electricity generated through distributed energy resources, like minigrids, in agricultural value chains in Nigeria. This program aims to ensure that rural community members fully realize the benefits of electrification by connecting commercial service providers to minigrid customers to offer services and/or electric equipment and appliances that meet their local needs. In supporting demand stimulation activities like these, the EAP aims to deliver increased electricity load growth, reduced cost of electricity, and improved economic development outcomes.

The assignment aims to develop and implement a customer acquisition and service strategy to supply equipment/appliances in 20 sites (identified by RMI, the successful tenderer/s, and other EAP partners) and ensure that 50 percent of beneficiaries are women and/or other marginalized groups. The successful tenderer/s will find customers in selected communities, purchase equipment/appliances that meet their needs, and sell them equipment or appliances providing financing when needed. The successful tenderer/s will have a vested interest in making a business out of this effort. That is, the successful tenderer/s would ideally execute on an existing vision or strategic plan to acquire customers and supply electric equipment and financing to last-mile customers in Nigeria. This assignment will support the successful tenderer/s in testing their approach and finetuning their expansion plans. **The successful tenderer/s are expected to bring in co-funding to deploy this joint initiative and to use proceeds from this assignment to cover a portion of direct projects costs.**

Tenderer/s are encouraged to submit proposals for consortiums where multiple organizations are needed to meet qualifications and fulfill the scope of work.

About RMI

RMI decarbonizes energy systems through rapid, market-based change in the world's most critical geographies to align with a 1.5°C future and address the climate crisis. We work with businesses, policymakers, communities, and other organizations to identify and scale energy system interventions that will cut greenhouse gas emissions at least 50% by 2030.



For nearly 40 years, RMI has utilized our unique techno-economic expertise and whole-systems thinking to both publish groundbreaking research and analysis. We bring together collaborations of rare reach, range, and expertise—creating unconventional partnerships and mobilizing action to drive change on the massive scale needed to combat the climate crisis.

With an independent, objective, and fact-based approach, RMI’s Africa Energy Program works with a diverse set of public and private sector partners to solve sub-Saharan Africa’s toughest energy challenges. Our program strategy and team of 20 people focus on three components: 1) expanding the use of holistic energy planning and clean energy portfolios, 2) enabling distributed energy resource (DER) adoption including minigrids to expand access and save costs for stakeholders, and 3) demand-side interventions to drive efficient use of energy that enables local economic development and financially sustainable energy systems.

About RMI’s Energizing Agriculture Programme and the Demand Unit

The REA and RMI partnered to co-develop the EAP to comprehensively support the productive use of distributed energy resources in agricultural value chains by:

- Helping energy and agriculture programs collaborate across sectors, using energy to solve agricultural problems, and achieving improved development outcomes in both sectors through a pipeline of agriculture-energy projects.
- Supporting the productive use of minigrid electricity in agriculture through a project focused Accelerator that identifies, debugs, and scales commercially viable agriculture energy solutions and business models.

The EAP is organized into three core components:

- The Agriculture-Electrification Pipeline will support collaboration between energy and agriculture programs by convening the Working Group on Agricultural Development and Electrification. This group will work together to optimize investments across sectors, resulting in a pipeline of on ground projects.
- The Agriculture-Energy Innovation Accelerator (“the Innovation Accelerator”) will work with cross-sectoral teams to pilot agriculture-energy solutions at minigrids throughout the country.
- The Demand Unit seeks to pair every Nigerian minigrid with commercial service providers who can offer community members new services and/or equipment/appliances that use power productively.

This scope of work falls under the efforts covered in the Demand Unit.

SCOPE OF WORK AND OUTPUT/DELIVERABLES

The successful tenderer/s shall develop and implement a customer acquisition and service strategy to supply equipment/appliances in 20 sites identified jointly with RMI and EAP partners. These sites are likely to be some combination of sites corresponding to the Innovation Accelerator pilots and new sites. The successful tenderer/s are expected to propose a detailed approach and methodology to carry out



this work that builds on their experience, lessons learned, and their strategic plans serving last mile customers.

This section presents a series of tasks and, where relevant, provides concrete examples of the shape the work can take. The tenderer/s are expected to build on the following tasks to develop their own methodology, approach, and workplan.

Task 1: Align and Finalize Project Planning

- Finalize project workplan with specific dates and responsible parties leading tasks.
- Finalize collaborative arrangements between the Contractor and RMI.
- In coordination with RMI and EAP partners, jointly select 20 sites.
- Deliverable: Detailed workplan plan submitted and kick-off meeting with RMI staff finalized.

Task 2: Identify and Prioritize Key Customer Segments Within Communities

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Develop a set of criteria and framework to categorize and prioritize customers within the pilot sites. • Carry out desktop research of 20 communities and build an understanding of and develop early hypotheses of priority customer segments. • Carry out site visits to gather detailed community-level data. • Prioritize the customer segments that have a strong potential to become a customer (i.e. customers have needs that can be served by electric equipment, or are already using diesel powered equipment/appliances and therefore have demonstrated spending power). <p><u>Deliverable</u>: Finalized list of prioritized customer segments to target, profiles detailing key customer characteristics, and site visit plan.</p>	<p><i>Contractor staff use their data tools to research key information about one of the EAP’s pilot sites in Gwam community, Niger state and identify a strong maize growing area where One Acre Fund is active and learn that most maize growers are limited by a lack of irrigation despite plentiful groundwater in this area. There are estimated 50 households in Gwam with strong enough purchasing power for a solar irrigation pump. Using this information, the Contractor develops a site visit plan to visit the community to host focus group sessions to build an on-ground understanding of the problems community members want to solve.</i></p>

Task 3: Understand User Needs

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Conduct a needs assessment with priority community actors (i.e community heads) and customer segments to develop an understanding of pain points people are experiencing and hypothesize electric equipment that can solve them. 	<p><i>Contractor staff visit the community and perform stakeholder mapping, focus group sessions, and other techniques to get an on-ground understanding of the problems that community members want to solve. As expected, many lamented the unreliable yields caused by a lack of irrigation and less predictable rains during the growing season. But</i></p>



<ul style="list-style-type: none"> • Problem-solve what approach could supply the equipment and/or services in communities (e.g. which equipment deployment approach to use, what is an appropriate business model). <p><u>Deliverable:</u> Brief synthesizing insights from needs assessments including hypotheses for electric equipment and deployment approach for pilot sites.</p>	<p><i>community members identified other problems, too, including fear of theft at night and lack of reliable transportation to the market on the expressway. One root cause of the theft concerns was a lack of nighttime lighting in public walkways, which could improve safety. The engagement methods on the ground probed these needs further, finding that the community would be interested in adopting safety lighting but needed a business model to pay for the lights and the power for them. A local government council and maize growers' group would be two potential sets of people who can help organize the community street lighting.</i></p>
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Task 4: Identify Equipment/Appliances that Support Community Needs

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Identify range of electric equipment that meet energy and community needs not already met through the Innovation Accelerator. • Deploy framework to ensure product selection is centrally oriented around end-user (customer) needs. • Develop criteria for prioritization and shortlist electric equipment/appliances that meet community needs. <p><u>Deliverable:</u> Prioritized list of technology solutions and proposed approach to provide those solutions to customer segments.</p>	<p><i>Contractor staff have now identified street lighting and irrigation pumps as the equipment that can solve Gwam Village's most pressing needs. Next, they leverage their supply chain relationships to identify reliable lights and pumps that are right-sized to the on-ground needs. They have a shortlist of appliances along with technical specifications (e.g., Wattage of the lights, kW and L/hr of the pumps) and costs.</i></p>

Task 5: Assess the Business Case for Equipment/Appliance Investment

Scope of Work	Example Scenario
<p>Conduct a financial analysis to verify financial feasibility of appliance investment for the end-user and select equipment portfolio to offer to last-mile customers.</p> <p><u>Deliverable:</u> Customer-specific assessment of the financial viability of the investment in the appliances/equipment and finalized selection of equipment portfolio to offer to last-mile customers.</p>	<p><i>The Contractor staff carries out financial analysis to refine the selection of equipment to deploy. Looking at the average field size in Gwam, the expected yield increase from irrigation, and the price points of the pump, it's clear that the standalone Future Pump SE1 is a good fit for most customers, with an expected payback of just one harvest season. Some farmers close to the minigrad can connect pumps directly at lower cost than the standalone system. The safety</i></p>



	<p><i>lighting would cost about \$1,000 to install and run for five years. Contractor works through their contacts in the community to assess whether this price tag is within the community groups' willingness to pool resources and pay for the improvements.</i></p>
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Task 6: Finalize Equipment Supply Chains and Fabricators for Procurement

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Develop a supplier list with access to the local markets. • Vet and short-list suppliers and manufacturers based on quality (licensing, expertise, production standards, warranty, additional services provided post-deployment, accessibility to on-ground and in-country technicians) and staffing capacity. • Gauge interest and capacity of short-listed suppliers and manufacturers. Select supplier and enter into contractual arrangements to procure equipment. <p><u>Deliverable:</u> Manufacturer/fabricator for equipment selected and contractual arrangements for equipment procurement finalized.</p>	<p><i>Contractor finds Water Pump Ltd is offering the SE1 pump, a quality device according to internationally recognized standards, at exceptional prices through the GEAPP DART bulk procurement facility. An agreement for 100 solar pumps and 50 grid-connected pumps is signed.</i></p>

Task 7: Develop Training Modules and Train Local Staff

Recruit and train local staff to equip them to develop sales channels and sell equipment in communities.

Deliverable: Training modules and training log to track completion finalized.

Task 8: Build Demand for Equipment Through Sales Channels and Determine Payment Structure, Process, and Terms

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Sensitize customers and relevant community members on appliance/equipment portfolio. • Study culture of money exchange, gender roles, and payment models with customers and develop payment structure, process, and gender -inclusive payment plans (e.g. energy as a service, direct pay, other). 	<p><i>Contractor staff visit Gwam community to start the sales process, including live demonstration of the solar pumps and education about the cost and benefits of adopting the pumps. The Contractor develops pay-as-you-go terms that can support the water pump deployment at rates that their customers can afford, and that make the Contractor a profit on the sale. Ten community members sign up</i></p>



<ul style="list-style-type: none"> • Create specific payment terms tailored for each customer group and develop familiarity with payment design. <p><u>Deliverable:</u> Completed equipment sensitization and demonstration campaigns.</p>	<p><i>to purchase a solar or minigrid-powered pump for their farms.</i></p> <p><i>The maize growers’ group also meets and agrees that they are able to afford to light the central part of the community for 2 years for \$500, and makes an agreement with the local minigrid developer, ABC Engineering, to pay for power and installation costs for the lights. The maize growers’ group agrees to purchase the safety lights from a supplier that the Contractor knows, who will deliver them via truck and take payment directly and pay the Contractor a commission for their customer acquisition services.</i></p>
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Task 9: Finalize Sales and Deliver Equipment/Appliances

Scope of Work	Example Scenario
<p>Secure customer/s and finalize sale.</p> <p><u>Deliverable:</u> Contractual arrangements with each customer finalized.</p>	<p><i>The Contractor’s staff return to Gwam community for the official appliance sale and to oversee the training of new pump recipients by an irrigation specialist. The safety lights have been delivered by a truck and paid for directly by the maize growers’ group.</i></p>

Task 10: Deliver a Maintenance Support Package

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Identify services provided through selected manufacturer. • Provide basic trouble shooting trainings for all customers. • Distribute a maintenance guide including log, trouble-shooting steps, and support contact details for customer. • Help customers register appliance to ensure warranty compliance. <p><u>Deliverable:</u> Completed maintenance support packages</p>	<p><i>The Contractor schedules an on-site demonstration with the appliance manufacturer to train community operators and the minigrid developer in operations and trouble-shooting. The Contractor oversees the delivery of a user manual and troubleshooting guide, including contact details for the manufacturer.</i></p>

Task 11: Gather Data and Co-develop a Monitoring and Evaluation (M&E) Framework

Scope of Work	Example Scenario
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<ul style="list-style-type: none"> • In consultation with RMI, develop the M&E framework. • Monitor, document, and disseminate progress and compile project learnings <p><u>Deliverable:</u> M&E framework finalized.</p>	<p><i>RMI and the Contractor co-develop an M&E framework that addresses metrics such as number of appliances and equipment deployed, revenue and earnings for customers and contractor, and payback period for customer.</i></p>
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Task 12: Develop a Scaling Pathway and Final Report

Scope of Work	Example Scenario
<ul style="list-style-type: none"> • Develop a scaling plan to grow and expand the Contractor’s business operations selling equipment/appliances in the last mile, capturing lessons learned and providing recommendations to accelerate adoption of equipment/appliances in other minigrad sites. Deliver a plan by the Contractor’s own organization to repeat the demand stimulation model trialed in this scope of work in more minigrad sites. • Identify barriers to entering rural minigrad communities and strategies to how they can be overcome. <p><u>Deliverable:</u> Final report synthesizing findings and lessons learned.</p>	<p><i>Seeing the success of the solar pumps in Gwam community, a local extension service provider is interested in partnering with the Contractor to market irrigation options to their farmers throughout Niger state. The scaling strategy for this appliance includes plans to 1) build a network of sales entrepreneurs in the region with solar pump know-how, 2) establish terms for concessional finance of these pumps leveraging the Productive Use Appliance Financing Facility led by CLASP and Nithio program, 3) deploy pumps in a push ahead of the 2024 growing season.</i></p>

OUTPUT/DELIVERABLES TIMELINE

The table below shows a draft timeline for the scope of work. The final timeline will depend on the methodology and implementation framework proposed by the Contractor and jointly determined by RMI and the Contractor.

Deliverable number	Deliverable name	Milestone due dates
1	Detailed workplan plan submitted and kick-off meeting with RMI staff finalized.	+two weeks after contract is signed
2	Finalized list of prioritized customer segments to target, profiles detailing key customer characteristics, and site visit plan.	+1 month after contract is signed
3	Brief synthesizing insights from needs assessments including hypotheses for equipment and deployment approach for pilot sites.	+2 month after contract is signed



4	Prioritized list of technology solutions and proposed approach to provide those solutions to customer segments.	+2 months after contract is signed
5	Customer-specific assessment of the financial viability of the investment in the appliances/equipment, and finalized selection of equipment portfolio to provide to communities	+4 months after contract is signed
6	Manufacturer/fabricator for equipment selected, and contractual arrangements for equipment procurement finalized.	+5 months after contract is signed
7	Training modules and training log to track completion finalized.	+5 months after contract is signed
8	Equipment sensitization and demonstration campaigns completed.	+6 months after contract is signed
9	Contractual arrangements with customers finalized.	+6 months after contract is signed
10	Maintenance support packages completed.	+6 months after contract is signed
11	M&E framework finalized.	+5 months after contract is signed
12	Final report synthesizing findings and lessons learned.	+12 months after contract is signed

Duration

The full duration of work is expected to run for approximately 12 months, with an estimated start date in January 2022.

BUDGET

The total maximum grant support is USD 75,000. The Contractor can use this budget as seed funding to cover a portion of the direct project costs such as labor, travel & transportation, and upfront equipment costs to implement a customer acquisition and service strategy for productive use equipment in 20 sites.

The successful tenderer/s are expected to bring in co-funding to deploy this joint initiative.

Organizational expenses not connected to the demand stimulation efforts covered under this scope of work should not be funded with or included in this budget.

The payment schedule will be tied to the deliverable timelines agreed to with the Contractor based on the proposed implementation framework (see Annex 1) and the proposed Pricing Schedule (see Annex 4). For the equipment financing indicated in the Contractor's budget, RMI will make performance-based payments for the equipment to be deployed in communities.

Expenses



There will be no reimbursable expenses paid to the Contractor.

GUIDELINES FOR PROPOSAL SUBMISSION

Minimum Eligibility Requirements

The tenderer/s may choose to either submit an independent application or to form a consortium to meet the requirements for this scope of work. The selected tenderer/s will be able to demonstrate capacity in similar work, particularly:

- Minimum of 2 years' experience in appliance supply and sales in rural Nigeria.
- Minimum of 2 market intelligence assessments surveying and identifying customer segments to develop tailored product offerings.
- Established network of field agents in rural Nigerian communities, either through stationed local staff or travelling teams (including ability to travel to specific communities identified in pilot projects).
- Minimum of 2 years accumulated knowledge of local and international equipment supply markets.
- Funds requested for the project do not exceed USD75,000.

Preferred composition and preferred qualifications of core team overseeing project:¹

- Project Manager/Project Lead
 - Masters' degree in business, or any related field or equivalent years of professional experience.
 - Five years of professional experience in project management, overseeing teams of five or more staff members.
- Business Development Lead
 - Bachelor's degree in engineering, finance, or in related field.
 - At least two years' experience carrying out financial analyses to support business decision-making.
- Procurement Lead
 - Bachelor's degree in engineering, finance, or in related field or equivalent years of professional experience.
 - At least three years of professional experience in the procurement field including understanding customer needs and drafting technical specifications of equipment to meet those needs, establishing and maintaining vendor relationships and supply chains, conducting market research to identify suitable equipment, and evaluating and enforcing equipment warranties.

¹ Some of these roles may be consolidated so that one person serves multiple roles as suitable to implement the approach proposed by the successful tenderer/s as long as all required capacities are met.



- Community Engagement and Sales Lead
 - Bachelors' degree in business, sociology, or relevant field or equivalent years of professional experience.
 - At least three years professional experience in customer engagement and acquisition.
- Training Lead
 - Bachelors' degree in education, sociology, or relevant field or equivalent years of professional experience.
 - At least two years of professional experience in designing and offering training modules and capacity building for uptake of new skills and technologies.

Proposal Content

Tenderer/s should submit:

- Tenderer's official name, address, and contact information.
- A statement of interest that includes a description of how the above Requirements are met.
- Company profile.
- Examples of similar work, including description of work, regions and number of communities covered, and timeline.
- A concept note describing the following:
 - A description of the approach and methodology used to implement a customer acquisition and service strategy for equipment in 20 sites.
 - A description of how the proposed scope of work builds on the tenderer/s vision and/or near-term strategy to scale serve last mile customers.
 - Proposed implementation framework, including key activities, milestones, and timelines following the provided template in Annex 1.
 - A description of the proposed team and CVs of core team
 - Completed Annex 4 – Pricing Schedule. A budget structured by tasks and broken down by cost category including direct project costs such as equipment costs, transportation expenses, labor costs etc. proposed by tenderer/s. Labor costs, if included, should indicate hourly rates and estimated hourly duration for each line item. The budget should clearly indicate the total cost, the total bid cost covered by RMI, and the remaining budget covered by the tenderer/s through co-funding.
- A completed and signed Annex 3 – RMI Contractor Services Agreement Acceptance Form (after reviewing [Annex 2] – RMI Contractor Services Agreement Template)

If the tenderer is forming a consortium, they must ensure to submit relevant information for each company including all company profiles, official addresses and contact information.

Proposals, including all supporting documents, should be written in English and financial information should be provided in USD.



RMI is aware that information contained in a proposal may indicate a tenderer’s current operations and may be confidential. Therefore, RMI requests that any confidential information in a proposal be clearly identified as such and RMI will treat it as confidential.

All materials submitted with a proposal become property of RMI. RMI will have the right to use all ideas or adaptations of the ideas contained in the proposals received subject to clearly identified confidential or proprietary limitations. Disqualification of any proposal does not restrict or eliminate this right.

RFP Process & Timeline

The following table outlines the procurement process and timeline.

Stage of Procurement	Date, Time, Time zone
RFP released	November 29, 2022
Deadline for questions	December 14, 2022, 5pm West Africa Time
Questions answered by RMI	December 21, 2022, 5pm West Africa Time
Proposal submission deadline	January 20, 2023, 5pm West Africa Time
Interviews with selected tenderers	N/A
Final tenderer selection	February 3, 2023, 5pm West Africa Time

All questions about this RFP must be received via electronic mail to the contact below. Answers to the questions will be shared with all parties who have asked questions or otherwise expressed interest.

All proposals must be sent via electronic mail to the same contact listed below **by January 20, 2022, 5pm West Africa Time:**

Energizing Agriculture Programme

eap@rmi.org and CC Scarlett Santana and Genevieve Lillis: ssantana@rmi.org; genlillis@rmi.org

When sending questions or submitting a proposal please use this electronic mail subject: Demand Unit Submission: Request for Proposal

Please note that it is the tenderer’s responsibility to ensure that the proposal and all other required documents are received by the closing date at the email address specified above. Proposals received after the time and date specified will not be reviewed or considered. Failure to provide any information requested in this RFP may result in rejection for non-responsiveness.



EVALUATION AND SELECTION

Evaluation Criteria

The following elements will be the primary considerations in evaluating proposals submitted in response to this RFP.

All tenderers must meet the Formal Criteria to be considered for a technical and financial evaluation by RMI. The percentage indicates the relative weights of the Technical and Financial criteria in the evaluation.

Formal (Minimum) criteria:

- Completeness of proposal documents and submission by deadline.
- Fulfillment of tenderer's minimum eligibility requirements (above).

Technical criteria: (80%)

- Innovation and concreteness of the proposed methodology and approach to develop and implement a customer acquisition and service strategy for equipment in 20 minigrid sites and propose a scaling pathway (35%).
- Team composition, qualification, and capacity of tenderer (20%).
- Experience with appliance supply and sales and track record serving last-mile customers (e.g. market intelligence, field work) in Nigeria (15%)
- Proposed implementation plan and timeline (10%)

Financial criteria: (20%)

- Leverage ratio of RMI funds versus tenderer's direct project funds. (20%)

Selection Process

No proposal development costs shall be charged to RMI. All expenses are to be borne by the tenderers. RMI may award to the tenderer offering best value without discussions. However, RMI reserves the right to seek tenderer clarifications and to negotiate with those tenderers deemed to be within a competitive range.

RMI may, at its discretion and without explanation to the prospective tenderers, choose to discontinue this RFP without obligation to such prospective tenderers or make multiple awards under this RFP. Procurement contracts will not be awarded to tenderers debarred by the U.S. government or named on



restricted parties lists. Any proposal may be rejected in whole or in part for good cause when in the best interests of RMI.

A proposal will be selected based on the evaluation of the RFP response, the interview results, any necessary vetting and due diligence, and the satisfactory outcome of financial negotiations. After the selected tenderer and RMI have entered into a contract for goods/services, RMI will notify the unsuccessful tenderers.

Any Tenderer who wishes to ascertain the grounds on which its proposal was not selected, should request explanation. The RMI procurement contact shall promptly provide in writing an explanation of why such proposal was not selected. Please note, if a tenderer requests a debriefing meeting, the Tenderer shall bear all their costs of attending such a debriefing meeting and the hourly rates of the RMI staff required for the meeting if significant expenses are incurred by RMI.



Annex 1: Implementation Plan Template

Activity /Milestone	Description of Approach /Methodology	Activity Lead <i>(Team Role Responsible)</i>	Month 1-2 <i>(estimated time)</i>	Month 3-4 <i>(estimated time)</i>	Month 5-6 <i>(estimated time)</i>	Month 7-8 <i>(estimated time)</i>	Month 9-10 <i>(estimated time)</i>	Month 11-12 <i>(estimated time)</i>
<p><i>Example:</i> Conduct a needs assessment with prioritized customers in the community.</p>	<ul style="list-style-type: none"> • <i>Local agent will meet with the local community leader to get buy in on the overall project and the value in meeting with community representatives to support development.</i> • <i>Agent schedules focus group sessions and 1:1 interviews..</i> • <i>Local agent will conduct needs assessments on-site using a standardized question list that has been co-created with the RMI team. Questions will cover a range of topics including current energy usage, source of electricity, existing appliance, equipment preferences and value chain preferences.</i> • <i>Local agent conducts assessments on paper, transfer results and responses into digital copy after assessment.</i> 	<p><i>Local Agent</i></p>	<p>X (4 weeks duration total)</p>					
<p><i>Example 2</i></p>								



Annex 2: RMI Contract Template - Contractor Services Agreement

Contractor Services Agreement

This CONTRACTOR SERVICES AGREEMENT (together with any attachments referred to below, the “Agreement”) is dated as of _____, by and between ROCKY MOUNTAIN INSTITUTE, a Colorado nonprofit corporation (“RMI”), and _____, whose address is _____ (“Contractor”), collectively referred to as Parties. The Parties agree as follows:

1. Work to Be Performed. Contractor agrees to perform the work described in Attachment “A” (“Work” or “Services”) and shall report in writing to RMI with whatever frequency and regarding whatever subject matter RMI may require to keep RMI informed about Contractor’s activities under this Agreement. The Contractor shall perform the Services with all reasonable skill, care and diligence required by current professional procedures and practices and use their best endeavors to promote the interests of RMI, to the reasonable satisfaction of RMI, and in accordance with this Agreement. Contractor shall employ persons with all the requisite skills and experience necessary to carry out the Services. RMI will notify the Contractor should any of the Work performed be unsatisfactory or deficient. Contractor agrees to comply with the appropriate action identified by RMI to complete Work considered unsatisfactory or deficient in a timely manner at no additional cost to RMI and in compliance with deadlines stipulated by RMI.

2. Term. This Agreement shall commence on _____ and conclude on _____ unless this Agreement is earlier terminated pursuant to Section 10. Contractor shall promptly inform RMI in writing of any actual or potential delay in the timely performance of the Work, and the reason(s) for such delay.

3. Compensation.

3.1 Contract Type.

- Fixed Fee:** RMI shall pay Contractor a fixed amount of \$ _____ (US Dollars) for the Work described in paragraph 1 above. This amount is fixed and is unaffected by the amount of time the Contractor spends on the Work.

OR



- **Time and Materials:** This is a Time and Materials contract based on the agreed Rate Schedule outlined in Attachment B and level of effort under an agreed contract ceiling for each scope of work set out in Attachment A or a Work Order. Prior to beginning work on each of the scheduled deliverables identified in Attachment A or a Work Order, RMI will review the proposed level of effort and issue an authorization to proceed to the Contractor.

3.2. Submission and Payment of Invoices. Contractor shall submit invoices for performance of the Work monthly (or at such other intervals as requested by RMI) for Work performed. Invoices shall be submitted to the RMI Staff Contact. Invoices must include a description of tasks performed and hours spent performing such tasks broken down by dates. Subject to the terms of this Agreement, invoices will be paid thirty (30) days after receipt. Checks tendered by RMI shall be made payable to the business name of Contractor. Contractor shall be reimbursed for eligible expenses pre-approved by RMI while performing the Work. Contractor shall provide an estimate of travel costs and eligible expenses associated with business travel on a monthly basis directly to the RMI Staff Contact for advance approval. RMI will pay for Contractor's reasonable and pre-approved expenses and travel expenditures in accordance with RMI's travel reimbursement policy.

3.3. Reduction or Withholding of Payment. In addition to any other remedies available to RMI, if, in RMI's reasonable determination, Contractor's performance of the Work is unsatisfactory, deficient, undelivered or otherwise fails to comply with the terms of this Agreement, RMI may refuse or limit approval of any invoices for payment and may reduce or withhold payments to Contractor until such time as RMI reasonably determines that Contractor has met the performance terms established by this Agreement. RMI shall promptly notify Contractor of any such withholding of payment.

3.4. RMI Staff Contact. RMI's representative with respect to this Agreement (the "RMI Staff Contact") is _____. RMI may change the Staff Contact from time to time and will promptly notify Contractor of such change.

4. Changes and Modifications. Any material change to the Work or the terms of this Agreement must be approved in writing by both Parties. Contractor shall promptly notify RMI in writing of any change in the Work that Contractor reasonably determines is necessary. Such notice shall specify (a) the particular elements of Work for which Contractor is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the Compensation amount, (ii) time for performance or (iii) any other terms or conditions of this Agreement.



5. Confidential Information. During the term of this Agreement, Contractor may receive or have access to data and information that is confidential and proprietary to RMI. All such data and information (“Confidential Information”) made available to, disclosed to, or otherwise made known to Contractor in connection with this Agreement shall be considered the sole property of RMI. Confidential Information may be used by Contractor only for purposes of performing the obligations of Contractor hereunder. Contractor shall not disclose Confidential Information to any third party without the prior written consent of RMI. Contractor shall not use or duplicate any proprietary information belonging to or supplied by RMI, except as authorized by RMI. Contractor acknowledges that RMI may be bound by confidentiality agreements with third parties relating directly or indirectly to the Services, copies of which agreements will be provided to Contractor as applicable. Contractor agrees to comply with the terms of such confidentiality agreements and to execute any supplemental confidentiality agreements as RMI may reasonably require. These obligations of confidentiality and non-disclosure shall remain in effect until such time as the Confidential Information becomes publicly known and made generally available through no action of Contractor.

6. Work Made for Hire. During the performance of this Agreement, Contractor may create certain works for RMI that may be copyrighted, trademarked, or patented under U.S. law. To the extent that any such works are created, Contractor will be considered to have created a work made for hire as defined in 17 USC §§ 101 et. seq. and RMI shall have the sole right to the copyright. In the event that any work created by Contractor does not qualify as a work for hire, Contractor agrees to assign a license for unlimited use of such work to RMI.

6.1. Title to Works, Trademarks, and Inventions Produced. It is understood and agreed that the entire right, title, and interest throughout the world in and to all works, trademarks, and/or inventions that are conceived of or produced, whether or not reduced to practice, by Contractor, either solely or jointly with others, in connection with or as related to the performance of this Agreement, shall be and hereby are vested and assigned by Contractor to RMI. Contractor waives in favor of RMI all moral rights to all works, trademarks and/or inventions that may vest with Contractor. With respect to copyrighted materials, Contractor further agrees that RMI is assigned all rights, including the right to edit and create derivative works from the materials, and the right to any and all commercial reproduction, transmission, display, performance or distribution of the materials or any derivative works based on the materials via any means currently existing or developed or discovered in the future, including, without limitation, posting to the Internet, CD, DVD or other digital format.

6.2. Further Assurances. Contractor agrees to execute any and all documents and to do all other lawful acts as may be required by RMI to establish and protect such rights.

7. Indemnification. Contractor hereby indemnifies and holds harmless RMI and its directors, officers and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys’ fees, court costs and other legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or negligent act or omission of Contractor, or (b) Contractor’s failure to perform any of its obligations under this Agreement. Such indemnity shall apply to



the fullest extent permitted by applicable law. Contractor's obligations under this Section 7 shall survive the expiration or termination of this Agreement.

8. Independent Contractor Status. The relationship of Contractor to RMI is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Contractor shall comply with all laws and assume all risks incident to its status as an independent contractor. Contractor acknowledges that the Compensation paid to Contractor does not constitute salary, wages or benefits and that Contractor is not entitled to any employee benefits. Contractor agrees to pay all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Contractor's protection in connection with Work performed under this Agreement and acknowledges that no workers' compensation insurance is carried by RMI covering Contractor. Contractor agrees to comply with RMI's policies located at <https://rmi.org/rmi-legal-policies/> (or such other URL as RMI may specify).

9. Disputes. If the Parties are unable to settle a dispute relating to this Agreement, either party, on written notice to the other, shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association in the state of Colorado. Judgment on the arbitration award may be entered in any court having jurisdiction.

10. Termination. Either party may terminate this Agreement at any time, for any reason, subject to thirty (30) days' advance written notice to the other party. Further, RMI may terminate this Agreement immediately upon written notice to Contractor if any of the following circumstances occurs: (a) Contractor fails to timely deliver the goods or perform the services required by this Agreement; (b) Contractor fails to perform any of the other material provisions of this Agreement or so fails to make progress with the Work as to endanger performance of this Agreement in accordance with its terms; (c) Contractor ceases to operate Contractor's business; or (d) a material conflict of interest arises pursuant to Section 12.

11. Transfer of and Payment for Completed Deliverables and Materials. In the event of a termination of this Agreement as provided in Section 10, RMI may require Contractor to transfer and deliver to RMI (a) any completed deliverables, works and research materials (collectively, "Completed Deliverables"), and (b) such partially completed deliverables, works, research materials, and information (collectively, the "Materials") as Contractor has produced or acquired for the performance of this Agreement. Contractor further agrees to protect and preserve property in the possession of Contractor in which RMI has an interest. Payment for Completed Deliverables delivered to and accepted by RMI shall be at the cost specified in this Agreement. Payment for Materials delivered to and accepted by RMI that are necessary or convenient to the protection and preservation of property shall be at a price designed to reimburse Contractor for the reasonable value of the Work performed without profit. RMI may withhold monies otherwise due to Contractor for Completed Deliverables and/or Materials in such amounts as RMI determines necessary to protect RMI against loss due to outstanding liens or claims against the same. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Conflict of Interest. Contractor represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients that



would conflict with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises, Contractor shall immediately inform RMI in writing. If, in the reasonable judgment of RMI, such conflict poses a material conflict with the performance of Contractor's obligations hereunder or some other relationship of RMI, RMI may terminate the Agreement, effective immediately, upon written notice to Contractor.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. In the event of any conflict or inconsistency between the terms of this Agreement without attachments and any term in an attachment to this Agreement or other document relating to this Agreement, the terms of this Agreement shall prevail.

14. Severability. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

15. Amendments; Waivers. This Agreement may only be modified in writing by the Parties. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach of the same or any other provision. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.

16. Notices. All notices and demands of any kind that either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be delivered personally or by fax, email, certified mail, or commercial overnight delivery, with constructive receipt deemed to have occurred one (1) calendar day after the mailing, sending or transmitting of such notice, to the following addresses, fax numbers or emails:

If to RMI:
Rocky Mountain Institute
2490 Junction Place, Ste 200
Boulder, CO 80302
Attn:
Phone:
Email:

If to Contractor:

17. Binding Effect. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.

18. Choice of Law. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Colorado.



IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date written above.

Approved by Controller _____

Rocky Mountain Institute

By: _____

Name: _____

Title: Managing Director

Contractor

By: _____

Name: _____

Title: _____

Rocky Mountain Institute

By: _____

Name: _____

Title: Chief Financial Officer



ATTACHMENT "A"

DESCRIPTION OF THE WORK

Background.

Scope.

Period of Performance.

Tasks.

Specifically, the consultant will provide the following services under each task:

Task 1:

Task 2:

Task 3:

Task 4:

Task 5:



ATTACHMENT "B"

RATE SCHEDULE



Annex 3: Contractor Services Acceptance Form

Request for Proposals: Launching a new portfolio of PUE products in 20 communities

AGREEMENT ACCEPTANCE FORM

[COMPANY NAME] a [STATE/JURISDICTION] [COMPANY TYPE] having its principal place of business at [ADDRESS],

- Indicate their acceptance of the Terms and Conditions as stated in Annex 1
- Indicate their non-acceptable of the Terms and Conditions as stated in Annex 1

[Signature(s) to Follow]

[NAME OF LEGAL ENTITY]

By: _____

Name: _____

Title: _____

Date: _____



Annex 4: Pricing Schedule

Please use the below template as a tool to guide submission of a pricing schedule. Tenderer/s should adjust the task descriptions to reflect the workplan proposed in Annex 1: The Implementation Plan. The pricing schedule should include hourly rate and hours for labor expenses only. All other expenses should be included under the Direct Costs and Materials column.

	Description	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
1	<u>Total Proposed Bid Price</u>				\$	\$	\$
	<u>Identify and Prioritize Key Customer Segments Within Communities</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
2a							
2b							
2c							
2	Customer Segmentation Subtotal						\$
	<u>Understand User Needs</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
3a							
3b							
3c							
3	User Needs Subtotal						\$
	<u>Identify PUE Appliances that</u>	Expenses/Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)



	<u>Support Community Needs</u>						
4a							
4b							
4c							
4	PUE Appliance Selection Subtotal						\$
	<u>Assess the Business Case for Equipment/Appliance Investment</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
5a							
5b							
5c							
5	Business Case Subtotal						\$
	<u>Finalize Equipment Supply Chains and Fabricators for Procurement</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
6a							
6b							
6c							
6	Supply Chains and Fabrication Subtotal						\$
	<u>Develop Training Modules and Train Local Staff</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
7a							
7b							
7c							
7	Training Subtotal						\$



	<u>Build Demand for Equipment Through Sales Channels and Determine Payment Structure, Process and Terms</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
8a							
8b							
8c							
	Sales and Payment Terms Subtotal						\$
	<u>Finalize Sales and Deliver Equipment/Appliances</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
9a							
9b							
9c							
9	Equipment Delivery Subtotal						\$
	<u>Deliver Maintenance Support Package</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
10a							
10b							
10c							
10	Maintenance Support Subtotal						\$
	<u>Gather Data and Co-Develop an M&E Framework</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
11a							
11b							



11c							
11	M&E Framework Subtotal						\$
	<u>Develop Scaling Pathway and Final Report</u>	Direct Costs and Materials	Hourly Rate (For labor costs)	No. of Hours (For labor costs)	Total Cost	Bid Cost (Costs covered by RMI)	Co—funding Cost (Costs covered by tenderer/s)
12a							
12b							
12c							
12	Scaling Pathway and Report Subtotal						\$

