



**COMMONWEALTH OF VIRGINIA**  
**DIVISION OF PURCHASES & SUPPLY (DPS)**  
 1111 East Broad Street, Richmond, Virginia 23219

**Contract Number CTR020013**  
**Curtailment Service Provider | Demand Response Services**

CONTRACT PERIOD	February 2, 2024 through February 1, 2027
CONTRACT TYPE	Optional Statewide
RENEWAL(S) REMAINING	(3) one-year
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & SUPPLIER ID #	Voltus Inc SUP255911
CONTRACTOR(S) POINT OF CONTACT	Caleb Rogers   Account Executive Phone: 757-707-4734 CRogers@voltus.co
MINIMUM ORDER	N/A
PAYMENT TERMS	See Pricing Section
DELIVERY	Not Applicable
DPS CONTRACT OFFICER	See eVA
COMMODITY CODE(S)	91841
LAST UPDATE & PURPOSE	11/16/2023 - New Contract

**INFORMATION:**

- Ordering Method:** For this procurement, all agencies, other public bodies and entities authorized to use the contract, institutions and agencies of the Commonwealth of Virginia are **exempt** from placing orders in the eVA procurement system.
- Purchase Order Information:** The applicable contract number, federal employer identification number (FEI), or eVA number, and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
- Authorized User Accounts:** Both the contracting entity and the Contractor must agree upon accounts to be added to the program. The Department of Mines, Minerals and Energy (DMME) will act as an independent evaluator when needed.
- Contract Termination:** Upon termination of this contract any balances owed to the Contractor for monitoring equipment or other services provided under this contact are forgiven and the balances reduces to zero.

**This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.**

5. Electrical Work: Electrical work, other than monitoring equipment, required by an account to participate, this program must be contracted for outside of this agreement.

## **OVERVIEW:**

### A. Detail Duties and Service Requirements by Vendor include:

1. Provide timely, detailed accounting of all demand response transactions to the Commonwealth Agencies, Institutions of Higher Education or Public Bodies, Director of Utilities or appointed representative.
2. Design a process to generate consistent revenues without exposing Commonwealth Agencies, Institutions of Higher Education or Public Bodies to undue risk.
3. Provide access to all PJM CSP programs. PJM – grid that controls power lines - Pennsylvania, New Jersey, and Maryland. CSP- Curtailment Service Provider is Johnson Controls, parent company of Energy Connect.
4. Provide mechanisms that allow Commonwealth Agencies, Institutions of Higher Education or Public Bodies to initiate demand response transactions on either a full-service or self-service basis.
5. Maintain constant dialog with the appointed, at each Commonwealth Agencies, Institutions of Higher Education or Public Bodies participating in the program, representative that assures the success of the program.
6. Provide immediate communication and reconciliation of any issues of concern.
7. Ensure the work performed is completed so as to not adversely affect daily operations Commonwealth Agencies, Institutions of Higher Education or Public Bodies facility utilities remain in working order at all times, unless otherwise approved by the facility representative.
8. Notify, and receive approval from the appropriate Director of Utilities prior to blocking off or closing down any portion of buildings, grounds, or surrounding streets or alleyways.

### B. Payment Processing Services: Vendor shall provide payment-processing services for all savings from demand response transactions. Vendor shall provide payment to customer, for the agreed upon percentage of savings within 30 days of the first of the month, which follows the date of the transaction.

(Example: if transaction date is March 15, check should be received by customer no later than 30 days from April 1– or by April 30.)

### C. Services Interruption and Security: Vendor shall provide all the labor, equipment, supplies and material for collecting energy consumption and demand data from the Building Automation System (BAS), or electric utility, analyzing data, and providing services on behalf of the Commonwealth's specified time limits to assure the performance of work in accordance with the terms of the RFP. The proposal will outline the tasks and responsibilities of the Offeror, the Commonwealth Agencies, Institutions of Higher Education and Public Bodies.

1. Data collection shall not interfere with the operation of the Building Automation System (BAS) or the ongoing collection of BAS data for other purposes.
2. Data collection devices shall be protected so that power interruption will not cause data loss.
3. Security protocols or hardware shall be provided to prevent hacking into the BAS from data collection devices or interconnections.
4. Failure of any data collection device shall not interfere or cause failure or shutdown of the BAS or connected systems.

## **PRICING:**

### SEE ATTACHMENT A

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