



## REQUEST FOR PROPOSALS

Consulting Services for Energy Efficiency Program Evaluation Policy and Planning

Date Issued: January 4<sup>th</sup>, 2010

**Responses Due: January 20<sup>th</sup>, 2010**

### INTRODUCTION

Contractor services are requested to provide the Vermont Department of Public Service ("DPS" or "Department") Division of Planning and Energy Resources with expert consulting assistance in evaluation policy and planning, and structural aspects of energy efficiency delivery in Vermont. The primary functions of the selected contractor will be to provide guidance on evaluation planning, review and analysis of critical documents, advice on policy decisions, and expert review of specific evaluation designs and work products. In addition, the selected contractor will provide advice in relation to general energy efficiency service structure. The contractor needs to be available on an "as needed" basis to provide independent expertise to the Department.

The contract period will be for two years beginning February 1<sup>st</sup> 2010 or from the execution of the contract, and contain a provision for a two year renewal at the discretion of the Department and the State of Vermont. Proposals are due by 4:00 P.M. on **Tuesday, January 20<sup>th</sup>** with the goal of notifying the winning bidder by January 27<sup>th</sup>, 2010. Three hardcopies and an electronic copy of the proposal must be delivered to TJ Poor, Department of Public Service. Proposals and questions should be addressed to:

TJ Poor, Energy Program Specialist  
Vermont Department of Public Service  
Division of Planning and Energy Resources  
112 State Street  
Montpelier, VT 05620-2601  
Phone: (802) 828-2811  
Fax: (802) 828-2342  
Email: walter.poor@state.vt.us

## BACKGROUND

In 1999, Vermont created the first Energy Efficiency Utility (“EEU”) to administer nearly all of the electric ratepayer-funded efficiency programs in the state.<sup>1</sup> The EEU was contracted to the Public Service Board (“PSB” or “Board”) to provide energy efficiency delivery services under the trade name “Efficiency Vermont” (“EVT”). The initial contract was awarded to Vermont Energy Investment Corporation (“VEIC”) and renewed three years later. A second RFP to deliver EEU services resulted in the selection of VEIC to continue provision of services; this contract was renewed for the 2009-2011 timeframe. In 2009, the Board approved a change in structure to an “Order of Appointment”, providing long term stability to an EEU service provider by treating them akin to a distribution utility, while increasing regulatory oversight.<sup>2</sup> Evaluation and verification of EEU services and savings claims have been delegated to the Department of Public Service since the EEU’s inception. They have included broad market assessments, annual verification of savings claims, and specific technology evaluations. These tasks will remain the responsibility of the Department under the new structure.<sup>3</sup>

As detailed further below, the Department seeks expert consulting assistance in energy efficiency evaluation policy and design. This includes but is not limited to assistance in developing evaluation plans, writing requests for proposals for evaluation services, reviewing work plans and other critical documents such as sampling plans, and reviewing and providing comments on draft and final reports. In addition, the contractor may be asked to provide advice on particular aspects efficiency service delivery structure as the “Order of Appointment” is implemented.

## TASKS

The selected contractor will provide expert policy assistance to the DPS team as it plans for and implements evaluation activities relative to the Energy Efficiency Utility and Vermont energy efficiency markets. The DPS seeks on-call expertise to provide continuity and perspective to the evaluation effort, to give specific advice about evaluation strategies and designs and to improve the efficiency and effectiveness of the DPS evaluation effort. Specific tasks may include the following:

- *Provide guidance during internal DPS team meetings.* DPS staff (and possibly one or more other consultants) will seek policy input and technical expertise on their internal planning and review process.
- *Review and comment on Evaluation Contractor proposals, work plans, and documents.* The contractor will be asked to review other DPS evaluation contractor proposals, work plans, and work products and provide comment and feedback.
- *Review and comment on policy documents.* The contractor will review internal DPS documents as requested and provide feedback. The consultant will be asked to review and comment on EVT, BED, and evaluation contractor documents.
- *Provide DPS with updates on developments in the Energy Efficiency Evaluation industry.* The consultant will provide the DPS with updates on new studies, new

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<sup>1</sup> Burlington Electric Department offers services in its territory, these services are often coordinated with the statewide EEU.

<sup>2</sup> Public Service Board Order Approving Change in EEU Structure and Scheduling Status Conference, 11/24/2009 <http://psb.vermont.gov/sites/psb/files/orders/2009/7466OrderReStructure.pdf>

<sup>3</sup> The Department’s proposed 2009-2011 evaluation plan is available upon request.

evaluation strategies, and approaches taken by regulatory and legislative bodies in other states and jurisdictions.

## **INFORMATION REQUIRED FROM APPLICANTS**

Proposals must include at minimum the following information:

### Qualifications

Applicants shall have demonstrable knowledge, skills and experience in the areas of energy efficiency evaluation policy and practices. Applicants should have substantial knowledge of pertinent technical and theoretical issues, and DSM program throughout the U.S. A resume should be included with the applicant's proposal.

### Prior Experience Disclosure

Extensive experience in energy efficiency program evaluation, and evaluation theory and practice is important to the selection of a contractor. Proposals must include a description of the applicant's experience in this area. Applicants should also disclose any current or previous work provided to Vermont utilities, EVT, DPS, and/or the PSB. Applicants should disclose any familiarity with efficiency delivery in Vermont.

### Tasks

The applicant should articulate their understanding of the tasks presented in this RFP and describe any particular insight they may have regarding these tasks.

### Billing Rate

Applicants should provide an hourly rate for the two-year period. Actual annual hours cannot be accurately predicted in advance, since workload will be driven by DPS requests. The budget for the two year period for this work is approximately \$60,000.

### Additional Information and Comments

Include any other information that is believed to be pertinent, but not specifically requested elsewhere in this RFP.

## **SELECTION CRITERIA**

All proposals are subject to an evaluation by the DPS and/or non-departmental reviewers. The DPS reserves the right (but in no way is obligated) to interview the top prospective candidates to aid in the selection process.

The award of the contract will be made based on the following criteria:

1. Qualifications & Prior Experience
  - Experience of assigned personnel in energy efficiency program evaluation, evaluation theory and practice, and knowledge of pertinent technical and theoretical issues
  - Prior experience with EVT and utility energy efficiency programs
  - Prior work with state or regional regulatory bodies with demand-side management program oversight responsibilities.
2. Tasks
  - Demonstrate a clear understanding of tasks

-Ability to begin work immediately and be available throughout the two-year period on an on-call basis

3. Cost

-Contractor hourly rate is reasonable and competitive.

### **GENERAL TERMS AND CONDITIONS**

1. Firms or individuals currently employed by any partner firm in Vermont Energy Investment Corporation, Efficiency Vermont, or by Burlington Electric Department are not eligible to submit a proposal. Firms/individuals must agree not to undertake such employment during the term of the contract.
2. The DPS reserves the right to reject any and all proposals received as a result of this RFP for any reason, to waive minor irregularities in any proposals received, and to negotiate with any party in any manner deemed necessary to best serve the interests of the State.
3. Firms or individuals must agree not to respond to other requests for proposals issued by the DPS for energy efficiency evaluation work that may conflict with the tasks required under the terms of the contract.
4. The DPS shall not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this RFP.
5. The DPS reserves the right to amend or cancel this RFP at any time if the best interest of the State requires such action.
6. News releases pertaining to this RFP, contract award, or the project shall not be made without prior written approval from the DPS.
7. The DPS will pay for actual work performed and expenses incurred under this project up to the specified contract amount. Specific payment provisions will be arrived at upon mutual agreement of the parties. All payments will require the submission of an itemized billing of work performed to date in sufficient detail to justify payment.
8. All parties submitting proposals shall be Equal Opportunity Employers. During the duration of the performance of this contract, the contractor will be expected to comply with all federal, state and local laws respecting non-discrimination in employment.
9. All deliverables submitted by the selected contractor shall become the property of the State.
10. The DPS assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective contractors and their subcontractors or successors, by their participation in the RFP process, shall indemnify, save and hold the DPS and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses and expenses or whatsoever kind in law or equity, known and unknown, foreseen and unforeseen,

arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a contractor and any action brought by an unsuccessful applicant.

In addition to these Terms and Conditions, it is important to note that the DPS assumes no liability in any fashion with respect to this RFP or related matters. All prospective Contractors or Contractor Teams, by their participation in the RFP process, shall indemnify, save and hold the DPS and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a service provider and any action brought by an unsuccessful prospective service provider.