

# REQUEST FOR PROPOSAL

## Evaluation of the Wisconsin Utilities' Focus on Energy Programs

**PSC190002**

**Issued Date: March 26, 2019**

**Responses Due Date: ----- April 26, 2019 @  
4:30PM CT**



**focus on energy<sup>SM</sup>**

Partnering with Wisconsin utilities

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

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# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1 GENERAL INFORMATION

Review this section to gain a general understanding of what the PSC intends to purchase. Reviewing this section shall help determine the ability to meet the Procuring Agency's needs.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.1 ACRONYMS AND DEFINITIONS

For the purposes of this RFP and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

Agency: an office, department, agency, institution of higher education, association, society or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.

Authorized Users: includes any State Agency, University of Wisconsin campus, or other state or local public body authorized to use Contracts, as established in §§16.70 (1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes and §PRO-D-30 of the State Procurement Manual.

BAFO: Best and Final Offer

Contract: the final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.

Contract Administrator: the Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.

Contract Specialist: the employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.

Contractor: the person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.

Cooperative Purchasing: Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state Contracts.

Disabled Veteran-Owned Business (DVB): a business that has been certified by the Department of Administration under §16.283, Wis. Stats.

Effective Date: the date the Contract has been fully executed by the Contractor and the State.

Expected: a State requirement should be present in the proposed

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However, the lack of one or more expected requirements shall reduce a solutions technical score.

Mandatory: a requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the State of Wisconsin. The terms "must," "shall," and "will" are considered Mandatory.

May: indicates something that is not Mandatory but permissible.

Minority Business Enterprise (MBE): a business that has been certified by the Department of Administration under §16.287, Wis. Stats.

Notice of Intent to Contract: a writing issued by the Procuring Agency notifying all Proposers of the Procuring Agency's intent to issue a Contract to the successful Proposer(s).

PSC: Public Service Commission.

Procurement Specialist: the individual responsible for overseeing and administering the procurement process.

Procuring Agency: The State Agency conducting the purchasing transactions (PSC).

Proposal: the complete response to this RFP submitted on the approved forms, in the required manner and setting forth the Proposer's costs for providing the products and services described in the RFP.

Proposer: the entity submitting a Proposal in response to this RFP.

Responsible: a Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.

Responsive: a Proposal that conforms in all material respects to the requirements set forth in the RFP.

RFP: Request for Proposal.

SME: Subject Matter Expert.

Specification: a descriptive statement of the physical, functional and performance characteristics of the commodity or service required by the Procuring Agency. A Specification may be a description of the physical or functional characteristics, or of the nature of a supply. It may include a description of any requirement for inspecting, testing or preparing a supply item for delivery, or the necessary performance criteria. When used throughout this RFP, this term is used interchangeably with the term Requirement.

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State Holidays: New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

## 1.2 INTRODUCTION AND PURPOSE

The State of Wisconsin (State) as represented by the Public Service Commission (PSC) is seeking proposals for an experienced energy efficiency and renewable resource evaluation consultant or team of consultants to evaluate Focus on Energy programs and measure the performance of the programs against the goals and targets established by the PSC. Focus on Energy comprises Wisconsin utilities' statewide energy efficiency and renewable resource program required under Wis. Stat. § 196.374(2)(a).

The PSC intends to use the results of this RFP to award a single Contract. The State does not guarantee it shall purchase any specific quantity or dollar amount of Services. Proposals that require a minimum number of commodities or services be ordered shall be rejected. There shall be no guarantee to purchase any specific quantity or pay any minimum Contract cost during the term of the Contract.

The PSC reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.2.1 OVERVIEW OF INSTITUTIONAL STRUCTURE

Focus on Energy has been in existence since 2001. 2005 Wisconsin Act 141 (Act 141), as established in Wis. Stat. § 196.374, provides the current statutory framework for the program, which requires the state's investor owned utilities to establish and fund energy efficiency and renewable resource programs for their customers.<sup>[1]</sup> To accomplish their duties under Act 141, the investor-owned energy utilities formed a non-profit organization called the Statewide Energy Efficiency and Renewable Administration (SEERA). Act 141 requires SEERA to contract, on the basis of competitive bids, for development and administration of the programs. The current program administrator, APTIM, has been under contract since 2011. SEERA issued an updated RFP in 2018, under which it selected APTIM to continue serving as program administrator for the 2019-2022 period.

Act 141 also establishes the PSC's oversight responsibilities over Focus on Energy. These responsibilities include ensuring that the Focus on Energy program meets established targets and goals and contracting with an independent evaluation consultant to evaluate the programs and measure performance against goals. The current Contractor has been under contract with the PSC since 2011.

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<sup>[1]</sup> Municipal utilities and retail electric cooperatives have the option to participate in Focus on Energy, under the contracts established by SEERA. In 2019, all 82 munis and 11 of the co-ops have elected to participate.



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.2.2 FOCUS ON ENERGY PROGRAM OVERVIEW

Focus on Energy works with eligible Wisconsin residents and businesses to implement cost-effective energy efficiency and renewable resource projects. Focus on Energy provides financial incentives, education, information and other resources to help implement projects that otherwise would not be completed, or to complete projects sooner than scheduled. Its efforts help Wisconsin residents and businesses manage rising energy costs, promote in-state economic development, protect the environment, and control the state's demand for electricity and natural gas.

In 2018, Focus on Energy provides energy efficiency and renewable support through 15 core programs. Programs in the residential portfolio offer a variety of services and measure offerings to single family and multifamily residential customers. Programs in the business portfolio offer a range of offerings to all types of customers, including through programs designed to target the specialized needs of agricultural customers, schools and local governments, and small businesses. As a pilot in 2017 and 2018, additional rural broadband programs have been offered that are designed to meet the needs of customers historically underserved by Focus on Energy. In the Quadrennial III Planning Process, described below, the PSC determined that Focus should continue to offer rural programs during the 2019-2022 period, with separately tracked budgets and outcomes.

Additional information of 2018 programs can be found at [www.focusonenergy.com](http://www.focusonenergy.com). Additional information on the 2017-18 rural broadband programs can be found in Attachment A. Additional information on the 2019-2022 rural broadband programs can be found in Attachment B.

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## 1.2.3 QUADRENNIAL PLANNING PROCESS

Wisconsin Stat., §196.374(3)(b) specifies:

*"At least every 4 years, after notice and opportunity to be heard, the Commission shall, by order, evaluate the energy efficiency and renewable resource programs under sub. (2)(a)1., (b)1. and 2., and (c) and ordered programs and set or revise goals, priorities, and measurable targets for the programs."*

In the first Quadrennial Planning Process, conducted in 2010-11, the PSC established a general framework for the duties of the Contractor:

- The appropriate evaluation goals are to: 1) measure and document the effects attributable to the program; 2) provide data needed to assess cost-effectiveness; and 3) provide ongoing feedback and guidance to the program administrator regarding program design, delivery, and efficiency of operations.
- An Evaluation Work Group will be established to develop new guidelines for: 1) selecting the appropriate attribution measurement method(s), 2) reviewing current applications of self-report and market data methods, 3) reviewing the detailed evaluation plans of the independent Contractor, and 4) reviewing methods used to measure gross savings.
- Net savings are to be used to measure cost-effectiveness and program cost-effectiveness, to inform continual improvement of program design, and to inform public policy decision-making. Gross metrics are appropriate in the context of contract goals.
- Life-cycle contract goals shall be established.

This framework has remained in place through Quadrennial Planning Process II, which has covered the 2015-18 time period.

In 2016, the PSC's initial action in Quadrennial Planning Process III was to authorize the independent Contractor to conduct a Focus on Energy

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

Potential Study intended to inform program design, Quadrennial Planning policy decisions, and future savings goals for the program. The final study report was released in July 2017 (Attachment C). Study appendices were published separately (Attachment D).

The PSC determined a scope for all final Quadrennial Planning Process III decisions in November 2017, and reviewed decision options for each issue in the scope by reviewing a staff memo and soliciting public comments from stakeholders. Its final decisions were promulgated in June 2018.

As part of its final decisions, the PSC established the Focus on Energy savings goals outlined in the following table. Net lifecycle savings goals are established as PSC goals, while gross lifecycle savings goals will serve as performance goals in the program administrator's 2019-2022 contract. The PSC determined that the primary energy savings goal shall be set as a combined-fuel one million British Thermal Units (MMBtu) goal, with minimum kilowatt hour (kWh) and therm thresholds set equal to 90 percent of the overall goal. The PSC determined that primary emphasis shall be placed on achieving energy use savings and resulting emissions reductions, but also electric demand goals shall also be set as a secondary priority. The values for each goal were derived from the Focus on Energy potential study's calculations of 2019-2022 savings potential, with adjustments to account for program activities that were not addressed by the study and to align the study with subsequent PSC decisions.

## Focus on Energy Savings Goals, 2019-2022

	Net Life Cycle (PSC Goal)	Gross Life Cycle (Program Goal)
Overall MMBtu Goal	224,666,366	299,555,154
Minimum Electric Savings Threshold (kWh)	22,831,730,001	30,442,306,668
Minimum Natural Gas Savings Threshold (Therms)	1,242,978,665	1,657,304,887
Electric Demand Goal (kW)	349,213	465,617

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The PSC's final Quadrennial Planning III decisions also specified the methods and inputs used to determine whether the program passes "a portfolio level test of net cost-effectiveness," as required by PSC 137.05 (12), Wis. Admin. Code. The PSC determined that a Modified Total Resource Cost (TRC) test will continue to be used as the "primary" test for assessing cost-effectiveness. The Modified TRC includes all benefits and costs of the standard TRC test and adds as a benefit the value of avoided emissions from nitrogen oxides, sulfur oxides, and carbon dioxide. Additional cost-effectiveness tests will be conducted for informational purposes. Values were also set for inputs to the cost-effectiveness test, including avoided costs, avoided emissions values, and discount rates for lifecycle savings.

Other program decisions made as part of the Quadrennial Planning Process included requiring qualitative targets for long-term market effects to be set; requiring the design of a new set of rural programs for 2019-2022; and requiring PSC approval for the implementation of residential behavioral pilot programs.

Documentation on the third Quadrennial Planning Process is collected in Attachment E.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.3 SCOPE OF WORK

Evaluation is a key component of the Focus on Energy program. Through this RFP, the PSC will select an independent Evaluation Contractor to design and perform Focus on Energy program evaluation for the four-year contract period. The Evaluation Contractor will perform annual impact evaluations of all Focus on Energy programs to determine overall savings achieved in program years for 2019-2022 and compare them to the savings goals set by the PSC. The Evaluation Contractor will also perform annual process evaluations of each Focus on Energy program to assess program operations and make recommendations from improvement. The evaluation contract will run through June 2023 to provide for final evaluation of 2022 programs and overall 2019-2022 outcomes.

The Evaluation Contractor will also be responsible for other duties designed to measure Focus on Energy's impacts and inform continuous program improvements, including customer satisfaction measurement, measure-level savings analysis, market research, savings potential analysis, quantification of non-energy benefits, and collaborative work on program issues with PSC staff, the Program Administrator, and other Focus on Energy staff. The evaluation contractor will be required to maintain an office in Wisconsin to support effective communication and collaboration.

The overall evaluation objectives for the Focus on Energy program are to:

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A. Determine through independent analysis and validation of the documentation provided by the Program Administrator, for each program and portfolio:

- a. Annual, lifecycle, and lifetime [2] gross and net kWh savings,
- b. Annual, lifecycle, and lifetime peak gross and peak net kW savings,
- c. Annual, lifecycle, and lifetime gross and net therm savings,
- d. Cost-effectiveness under the modified TRC and all informational tests required by the PSC.

B. Conduct process evaluations to assess and help improve the design and implementation of Focus on Energy programs.

C. Assess participant satisfaction for each program and portfolio.

D. Determine the economic, environmental and other non-energy benefits of the energy efficiency and renewable resource programs.

E. Work with the Program Administrator to determine appropriate deemed savings for simple measures and appropriate calculation methods and inputs for more complex measures that require project-specific calculations.

F. Conduct market research to assess market transformation effects, inform program design, and provide updated assessments of Focus on Energy's future potential.

G. Work collaboratively with PSC staff, the Program Administrator, and other Focus on Energy staff to make informed program decisions.

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[2] Focus on Energy defines lifecycle savings as annual savings for a measure multiplied by its effective useful life (EUL). As outlined above, lifecycle program goals are set for 2019-2022. Focus on Energy does not currently calculate lifetime savings, but has historically defined lifetime savings as all savings occurring in a program year from measures installed during that year and measures installed in previous years that remain within their EULs.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.3.1 EVALUATION DELIVERABLES

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## Prepare Overall and Annual Evaluation Plans

The Contractor shall, at the direction of PSC staff, develop plans to monitor, verify, evaluate, and report on the energy savings, peak demand reductions, and other effects of Focus on Energy programs.

The Contractor shall develop an overall Strategic Evaluation Plan (SEP) for the full contract period. The SEP shall identify how all evaluation objectives are addressed, by:

- defining the overall framework of policies, priorities, and processes that shall be used to conduct evaluation work;
- outlining methods that shall be used to address each evaluation objective;
- identifying specific processes and tasks that shall be taken to address the objectives, including final deliverables provided to PSC staff and/or released to the public;
- identifying criteria that shall be used to set priorities among evaluation functions and guide the allocation of finite contract resources.

Development of the SEP shall begin immediately after contract execution. The Contractor shall meet with the Program Administrator and PSC staff throughout to gather feedback on the development of plan content. The final draft plan shall be submitted for review by the Evaluation Work Group. The initial approved SEP shall be a "living document" and shall be revised as appropriate throughout the contract term.

Within the framework set by the SEP, the Contractor shall develop program-level and portfolio-level evaluation plans on an annual basis. These annual plans shall describe in detail the evaluation tasks to be carried out during the year, including plans for impact and process evaluation of each program and plans for each additional evaluation objective. The plans shall specify the budgets for each task and objective. Where appropriate, annual plans should be revised from the SEP or



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previous years' annual plans to take into account new issues, findings from ongoing evaluation work, and shifts in program priorities. The Contractor shall meet with the Program Administrator and PSC staff to gather feedback on plan content.

## Implementation of Evaluation Plans

The Contractor shall implement the SEP and annual evaluation plans to monitor, verify, evaluate, and report on energy savings, peak demand reductions, program operations, and other Focus on Energy impacts outlined in the Evaluation Objectives.

Activities shall include, but not be limited to:

- Acquiring, verifying, and analyzing data collected by program staff, including but not limited to all data entered into Focus on Energy's enterprise data system;
- Calculating gross annual, lifetime and life-cycle energy savings and peak demand savings using field verification, deemed savings, measurement and verification (M&V), billing analysis or other methods;
- Developing and deploying survey instruments;
- Interviewing program staff and participants;
- Analyzing program materials, including but not limited to program policies and procedures, marketing materials, and internal program records;
- Calculating net energy savings and peak demand savings using surveys, market research, interviews, or other methods;
- Calculating cost-effectiveness of the programs and portfolio using data on program energy savings and costs and the methods and inputs approved by the PSC;
- Acquiring, verifying, and analyzing market data to inform the market impacts of existing Focus on Energy programs and the savings potential for future programs.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

- Working with PSC staff and the Program Evaluator to update and manage the Focus on Energy Technical Reference Manual (TRM);
- Commenting on the reliability of the evaluation results; and
- Coordinating reporting with PSC staff and other Focus on Energy staff.

## REPORTING AND MEETING DELIVERABLES

Reporting shall include, but not be limited to, the following items:

- Weekly meetings with PSC staff to provide updates regarding ongoing evaluation work and coordinate evaluation activities with PSC and program activities.
- Quarterly meetings with PSC staff and program staff to identify major findings and observations for the quarter, review project methods and plans, and gather feedback to assess whether to adjust evaluation plans and methods.
- Ad hoc reporting to document problems, resolution and urgent issues as they arise.

In addition, the Contractor shall participate as appropriate in meetings with PSC staff, the Program Administrator, and other Focus on Energy staff to discuss any evaluation-related tasks and to provide for collaborative input from all staff on program issues.

## WRITTEN DELIVERABLES

Written Deliverables shall include, but not be limited to:

- Annual Evaluation reports that summarize the impacts of Focus on Energy programs during each calendar year and any other evaluation findings, observations, and recommendations from

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evaluation work conducted during the year. The annual reports for 2019, 2020, and 2021 shall assess Focus on Energy's progress to date toward the 4-year goals set for 2019-2022. The 2022 report shall summarize and analyze aggregate impacts over the four years of the contract period. Reports for each program year shall be published no later than May of the following year.

- Reports and memoranda as appropriate to address specific analyses conducted to meet evaluation objectives. Written reports shall include:
  - Annual deemed savings reports which recommend changes to savings values and inputs for existing measures based on evaluation findings, market research, savings potential analysis, or other sources;
  - Semiannual updates of the Focus on Energy TRM, which incorporate new workpapers approved by the PSC and savings updates approved through the deemed savings reports.
  - Biennial economic impact reports that identify the economic benefits achieved through Focus on Energy's activities and analyze program cost-effectiveness with those benefits included.
  - A potential study report submitted in advance of the PSC's scope determinations for Quadrennial Planning IV, which integrates new research and the 2017 Potential Study findings to assess Focus on Energy savings potential from 2023 through 2034 and appropriate savings goals for the 2023-2026 quadrennium.

The PSC may request reports or memoranda on the findings from specific evaluation analyses that are performed as part of the existing evaluation plans in advance of, in lieu of, or in addition to including those findings in the reports specified above.

The PSC may request deliverables on new issues that arise outside of

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previously approved evaluation plans, including but not limited to issues that arise from changes in PSC policies, changes to program designs and approaches, and/or findings from completed evaluation work. The Contractor shall cooperate with the PSC to respond to all requests for information on the Focus on Energy programs from the public, the Legislature, the Governor's office, and other interested parties.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.3.2 OTHER DUTIES

### ADDITIONAL RESPONSIBILITIES

Contractor shall be under the direction of the PSC's project manager and shall be responsible for:

- Evaluation management, including:
  - Managing subcontractors, if any, to ensure the evaluation team speaks with one voice;
  - Participating in the Evaluation Work Group;
  - Maintaining regular communications with the PSC's project manager, the program administrator, and the program implementers;
  - Maintaining and archiving files and data collected or developed during the conduct of the evaluation work. The documentation is the property of the PSC and shall be turned over at the end of the contract term;
  - Attending and facilitating meetings, including initiation meeting(s), regular and ad hoc meetings, and a final evaluation "close out" meeting;
  - Providing monthly invoices in a timely manner;
- Keeping all customer-specific information confidential
- Working with PSC staff, the Program Administrator, and other program staff to ensure program and evaluation data is available to be efficiently used for reporting and analysis.

### WORKING WITH PSC

-Contractor shall work with PSC staff who provide high-level guidance and direction regarding program evaluation.

-Contractor shall accept the PSC's review and direction on the final scope of work and price.

-Contractor shall accept PSC staff oversight and direction to ensure evaluation activities are being completed within budget and on schedule.

-Contractor shall engage with PSC staff on strategy and policy issues and

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accept PSC guidance, review and comment on all project deliverables.

- Contractor shall provide PSC staff full access to the Contractor's work products; including but not limited to raw data, assumptions, formulas and calculations; to assist PSC staff in analyses of Focus on Energy program performance and in the production of reports and memos to inform PSC oversight.

- PSC staff shall review and approve Contractor invoices for payment.

## 1.4 PROCURING AND CONTRACTING AGENCY

This RFP is issued by the PSC which is the sole point of contact for the State during the selection process. The person responsible for managing the procurement process is Rita Hargot, Procurement Specialist.

The Contract resulting from this RFP shall be administered by the PSC.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.5 CLARIFICATIONS AND/OR REVISIONS TO THE SPECIFICATIONS AND REQUIREMENTS

If at any time prior to the Proposal due date a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the PSC through the Wisconsin eSupplier Portal.

Questions and/or clarifications related to the content of the RFP may also be submitted through eSupplier. While eSupplier Portal is the preferred method for submitting questions, email is also accepted for the submission of questions and/or clarifications. Emails shall refer to Request for Proposal #PSC190002 and be directed to Rita Hargot at rita.hargot@wisconsin.gov.

Please note any Proposer questions received outside of the Wisconsin eSupplier Portal shall be documented and posted to the Wisconsin eSupplier Portal. Proposer questions that are asked within the Wisconsin eSupplier Portal do not appear on the document that contain outside Wisconsin eSupplier Portal questions.

Questions and/or clarifications must be submitted by April 10, 2019 to receive answers on the eSupplier portal before the response due date. Responses will be posted on eSupplier on or before April 15, 2019. It is the Proposer's responsibility to check the Wisconsin eSupplier Portal for questions and answers pertaining to this RFP. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addendums or amendments shall be posted on the Wisconsin eSupplier Portal.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.6 STATE OF WISCONSIN POINT OF CONTACT AND CONTACT WITH STATE EMPLOYEES

From the date of release of this RFP until contract execution, all contacts with State of Wisconsin personnel regarding this RFP shall be made through the Procurement Specialist, Rita Hargot, Public Service Commission via email at [rita.hargot@wisconsin.gov](mailto:rita.hargot@wisconsin.gov) or through the Wisconsin eSupplier Portal.

**No phone calls, emails or other correspondence to other State staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial and non-binding on the State. Proposers shall rely only on written statements issued by the Procurement Specialist.**

Prospective Proposers who hold a current Contract with the PSC may continue to communicate with the PSC's Contract Administrator regarding the performance of that current Contract only.

## 1.7 NEWS/SOCIAL MEDIA RELEASES

A Proposer may not issue news releases or make any statements to the news media pertaining to the subject of this RFP or any Proposals or Contracts resulting therefrom without the prior written approval of the PSC. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has expired. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of the PSC.



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.8 INTENT TO BID

Proposers are encouraged but not required to submit an email notification of intent to submit a proposal in response to this RFP. This information helps the PSC plan and administer the RFP. A proposer's email notice of intent to bid should be submitted, on or before April 5, 2019 to Joe Fontaine (Joe.Fontaine@wisconsin.gov).

The intent to bid email should include the proposal number and title, the proposer's name, the bidder's street address, and an email address of an appropriate contact at the proposer's organization for this procurement.

## 1.9 REASONABLE ACCOMODATIONS

The PSC shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations at a presentation or demonstration, contact Rita Hargot at rita.hargot@wisconsin.gov.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.10 CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this RFP shall be completed. In the event that the State finds it necessary to change any of these dates and times, it shall do so by issuing an amendment to this RFP.

DATE	EVENT
March 26, 2019	Date of Issue of RFP
April 10, 2019	Date questions due from Proposers
April 15, 2019	Date for posting responses to questions
April 26, 2019 <b>(4:30 p.m. CT)</b>	Proposal due date from Proposers

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.11 CONTRACT TERM AND FUNDING

The Contract period shall encompass annual evaluation of Focus programs in 2019 through 2022. The contract period will run through June 2023, in order to provide for final evaluation of 2022 programs after the program year is complete. The PSC and the Contractor, upon written mutual agreement, may renew the Contract for one additional four-year period, through June 2027. The Contract shall be effective on the date it is executed by the PSC. If no formal Contract is executed, the effective date of the Contract is the date of the purchase order.

To ensure the delivery of improved services and competitive cost, to address potential performance issues, changes in technology or industry consolidation, the State reserves the right to negotiate the cost and terms at the time of Contract renewal.

## 1.12 WISCONSIN eSUPPLIER PORTAL REGISTRATION

Only Proposers currently registered on the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) shall receive official notices throughout the procurement process for this RFP.

Vendors that register on the Wisconsin eSupplier Portal after the posting of this RFP shall receive official notices of future procurement solicitation opportunities for the State of Wisconsin and University of Wisconsin System campuses.

To register on the Wisconsin eSupplier Portal access the following website for instructions [https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI\\_GUEST&wimsg=Logo](https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_GUEST&wimsg=Logo).

Proposers may obtain additional State of Wisconsin purchasing information at <https://doa.wi.gov/Pages/DoingBusiness/BidsProposals.aspx>.

Vendors without internet access may request to receive a hard copy.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 1.13 OWNERSHIP OF PROPOSALS

All proposals submitted by bidders pursuant to this RFP shall become the exclusive property of the PSC and may be used for any reasonable purpose by the PSC.

## 2 PREPARING AND SUBMITTING A PROPOSAL

This section explains how the proposal should be constructed and on what terms before it can be considered responsive.

### 2.1 GENERAL INSTRUCTIONS

The evaluation and selection of a Contractor shall be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or clarification interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

Proposals should be limited to no more than thirty (30) pages.

Elaborate Proposals (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

### 2.2 INCURRING COSTS

The State shall not be responsible for any costs incurred by Proposer to prepare its Proposal, conduct its due diligence or negotiate any agreements whether or not finally awarded. Such Proposal and business development costs shall not be included in the cost basis of services to be provided to the PSC.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 2.3 COMPLETE RESPONSES

Proposal responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses must be concise yet complete. Do not simply restate the Requirement verbatim as the response to a Requirement. If the RFP calls for a process description, include a process map as well as the frequency at which that map will be updated. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

## 2.4 SUBMITTING THE PROPOSAL

Proposers have two (2) options in responding to this RFP.

### 2.4.1 ELECTRONIC PROPOSAL SUBMITTAL (STRONGLY PREFERRED)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that you will be prompted with online to guide your electronic response to the RFP. If you respond electronically, you do not need to submit a mailed copy of any materials unless you are directed to do so elsewhere in the RFP document.

Proposals must be dated and time-stamped by the Wisconsin eSupplier portal no later than April 26, 2019 at 4:30 p.m. CT. Proposals not so stamped shall be considered late and rejected.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 2.4.2 HARD COPY PROPOSAL SUBMITTAL

Proposers still have the option to mail or otherwise provide a hard copy Proposal when responding to this RFP. If submitting a hard copy (instead of the electronic proposal option described above), Proposer shall submit an original and 5 copies, clearly labeled as such, of its Proposal document for a total of 6 hard copies and one electronic version on a CD compatible with the Microsoft Office standard desktop tools, all materials required for acceptance of the Proposal by the deadline shown below.

The PSC is not responsible for deliveries that do not reach the PSC office by the required due date and time. While hard copy proposals shall still be allowed in response to the Portal's sourcing events, the State has no liability for errors made in inputting any information submitted via a hard copy proposal.

The Cost Proposal shall be sealed and submitted as a separate part of the Proposal. No mention of data within the Cost Proposal is permissible in the response to any other section of the Proposal. All materials required for acceptance of the Proposal by the deadline shall be sent to:

Rita Hargot, Procurement Specialist  
4822 Madison Yards Way  
P.O. Box 7854  
Madison, WI 53707-7854

Proposals shall be received by the above office no later than April 26, 2019 at 4:30 p.m. CT. All Proposals shall be date and time-stamped in by the PSC on or prior to the deadline. **Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the PSC.**

All Proposals shall be packaged, sealed and show the following information on the outside of the package:

- Proposer's (Company) Name and Address
- RFP #190002, Evaluation of the Wisconsin Utilities' Focus on Energy Programs
- Rita Hargot, Procurement Specialist
- Due: April 26, 2019 by 4:30 PM CT

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 2.4.3 COST PROPOSAL SUBMISSION

Electronic Cost Proposals shall be submitted in accordance with the online instructions in the Wisconsin eSupplier Portal.

For hard copy Cost Proposal submissions, Proposers shall submit an original plus one (1) hard copy (total of 2) and one (1) electronic version on a CD in Microsoft Excel. PDF documents are not permitted for the Cost Proposal.

**The Cost Proposal shall be sealed and submitted as a separate part of the Proposal.** No mention of the Cost Proposal is permissible in the response to any other section of the RFP. The outside of the envelope shall be clearly labeled on the outside of the package as follows:

- Proposer's (Company) Name and Address
- **COST PROPOSAL** for RFP #PSC190002, Evaluation of the Wisconsin Utilities' Focus on Energy Programs
- Rita Hargot, Procurement Specialist
- Due: April 26, 2019 by 4:30 PM CT

The Cost Proposal is due to the addressee on the same date and time previously mentioned. The electronic Cost Proposal shall be an individual file on the CD.

Faxed and emailed Proposals are not accepted. Proposals that arrive unpackaged or unsealed shall not be accepted.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 2.4.4 BUILDING SECURITY POLICY

The PSC, at the Hill Farms State Office Building, 4822 Madison Yards Way, 6<sup>th</sup> Floor, Madison, WI, has building security policies and procedures. There is a security checkpoint in the first-floor lobby. All visitors are required to provide current identification and sign in for a visitor's pass. Security personnel shall call the intended Procurement Specialist prior to the visitor proceeding to their destination in the Hill Farms State Office Building.

The PSC is not responsible for deliveries that do not reach the PSC by the required due date and time. Hard copy (paper) proposals shall still be allowed in response to the RFP. However, the State has no liability for errors made in inputting any information into the eSupplier Portal submitted via hard copy.



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 2.5 PROPOSAL ORGANIZATION AND FORMAT

Proposers responding to this RFP outside of the Wisconsin eSupplier Portal shall comply with the following format requirements. The PSC reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading separated by tabs or otherwise clearly marked and labeled.

A Proposal shall be typed and submitted on 8.5 by 11-inch paper bound securely. The Proposal cover page shall include, at a minimum, the RFP name and number, and the Proposer's name.

Unless specifically requested, promotional literature is not desired and shall not be considered to meet any of the requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential on shall be treated as such. Applicants must request handling of confidential information by completing section 4 of required form DOA-3832 and including the completed form with its application. **Proposer shall not label or identify their entire Proposal as confidential.**

**Tab 1 - Table of Contents:** Provide a table of contents for the Proposal submitted.

**Tab 2 - Transmittal Letter:** Provide a letter that clearly identifies the following:

1. Proposer's organization information  
Name and title of Proposer representative; and  
Name and address of company; and  
Telephone number, fax number, and email address.
2. A confirmation of acknowledging the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
3. A statement acknowledging the Proposal conforms to all requirements of the State including procurement rules and procedures articulated in this RFP; and

## Evaluation of the Wisconsin Utilities Focus on Energy Programs

4. A statement that (Proposer's Name) understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer reasonably believes is susceptible to more than one interpretation; and
5. A statement that the Proposer's organization or an agent of the Proposer's organization has arrived at the prices and discounts without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition; and
6. A statement that it has not paid, and shall not pay, any bonus, commission, fee or gratuity to any employee or official of the PSC for the purpose of obtaining any Contract or award issued by the State. The Proposer shall further warrant that no officer or employee of the PSC has any direct or indirect financial or personally beneficial interest in the subject matter of the awarded Contract, and no obligation or Contract for future award of compensation has been proposed as an inducement or consideration for making the awarded Contract. Subsequent discovery by the PSC of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Contracts; and
7. A statement that no attempt has been made or shall be made by the Proposer or by any agent of the Proposer to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition; and
8. A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and shall not participate in any action contrary to the RFP; and
9. A statement that (Proposer's Name) hereby represents and warrants it has analyzed the State's RFP, understands

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

the State's requirements and agrees to be bound by the terms and conditions of the Proposal for 180 days after the submission deadline, or longer if the Proposal is included in a Contract with the PSC; and

10. A statement that (Proposer's Name) is an expert in the types of services, functions and tasks proposed in the RFP and understands that the State shall rely on this expertise; and

11. A statement that (Proposer's Name) shall make a number of representations outside of its formal Proposal document in discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions. (Proposer's Name) hereby warrants that the PSC can rely on these as inducements into any subsequent Contract and be made a part thereof.

**Tab 3 – RFP Cover Sheet and Required Forms:** Include here the following completed and signed forms:

Bidder Required Form

DOA-3832

**Tab 4 - Mandatory Proposal Requirements** Provide a point-by-point response to each requirement specified in Section 4 of the RFP. Responses to requirements shall be in the same sequence and numbered as they appear in the RFP.

**Tab 5 - Response to General Requirements:** Provide a point-by-point response to each requirement specified in Section 5 of the RFP. Responses to requirements shall be in the same sequence and numbered as they appear in the RFP.

**Tab 6 - Response to Technical Requirements:** Provide a point-by-point response to each requirement specified in Section 6 of the RFP. Responses to requirements shall be in the same sequence and numbered as they appear in the RFP.

**Tab 7 - Contract Terms and Conditions:** The attachment provided with

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

the RFP represents the Contract terms and conditions which the State expects to execute with each successful Proposer(s). The Proposer shall respond to the provisions contained in this document according to the instructions provided.

The Proposer may not submit its own Contract document as a substitute for these terms and conditions. Proposer shall respond to the provisions contained in this document according to the instructions provided.

## **Under Separate Cover if submitting hard-copy - Cost Proposal:**

Provide cost information as directed in Section 7. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP.

## 2.6 PRESENTATIONS; DEMONSTRATIONS

Top scoring Proposer(s) based on an evaluation of the written Proposal may be required to participate in a presentation and/or demonstration to support and clarify Proposal(s), if requested by the PSC. The presentations and/or demonstrations shall be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the presentation or demonstration shall be technically qualified to respond to questions related to the Proposal and its components. The State shall furnish specific details concerning the presentations or demonstrations and any required materials at the time it notifies Proposers of the presentation or demonstration schedule.

The State shall make every reasonable attempt to schedule each presentation or demonstration at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as key personnel attend the presentation or demonstration in person. Failure to attend the scheduled presentation or demonstration may result in rejection of its Proposal.

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## 2.7 WITHDRAWAL OF PROPOSALS

The Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration of 180 days after the due date and time if received by the Procurement Specialist. To accomplish this, the written request shall be signed by an authorized representative of the Proposer and submitted to the Procurement Specialist. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

## 2.8 LATE PROPOSALS

Any responses received after the hour specified in Section 2.4. will not be accepted.

## 3 PROPOSAL SELECTION AND AWARD PROCESS

This section explains how proposals will be accepted, evaluated, and how the State will engage in negotiations if it opts to do so.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.1 PRELIMINARY EVALUATION

All Proposals shall be reviewed initially to determine if Proposal submission requirements are met (see RFP Section 2, Preparing and Submitting a Proposal). Failure to meet a Proposal submission requirement may result in the rejection of the Proposal.

In the event there is an individual Mandatory requirement that no Proposer is able to meet, the State reserves the right to eliminate that individual Mandatory requirement; in such case, the State shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP.

## 3.2 EVALUATION COMMITTEE

An evaluation committee for this RFP shall consist of individuals who, in the State's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring individuals or ad/hoc group that serves only as technical advisors to the evaluation committee.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.3 ACCEPTED PROPOSALS

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references, requested presentations, and product and service demonstrations.

The PSC reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.4 EVALUATION CRITERIA

Accepted Proposals shall be reviewed by the evaluation committee and scored against the stated criteria. Proposers shall not contact any member of the evaluation committee **regarding this procurement**.

Evaluation points given by each evaluator shall be summed and divided by the number of evaluators to compute an average score for each Proposal. Cost Proposal information shall not be available to the evaluation committee during the requirements evaluation phase. Proposals shall be scored in the following areas. The proposals will be scored using the following criteria:

Description	Possible Points	Percentage of Total
1. General Requirements		
a. Organization qualifications and experience, including unique assets	100	11
b. Staffing and contracting plan	100	11
Subtotal	200	22
2. Technical Requirements		
a. Identification of how objectives in section 1.3 will be addressed	125	14
b. Approach to handling accuracy in reporting program results	100	11
c. Approach to communicating evaluation results and collaborating with program staff to inform program decisions	100	11
d. Approach to prioritizing evaluation activities due to budget or	75	8.5



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

time constraints		
e. Approach to potential study	75	8.5
Subtotal	475	53
3. Cost Proposal	225	25
Total	900	100

The results of an oral presentation shall be used to clarify and substantiate information in the written Proposals and may be considered when scoring the responses to the general and technical requirements in the RFP.

### **General, Technical and Cost Score Total**

The final average points received from a Proposal's General Requirements and Technical Requirements shall be subtotaled and added to the final Cost Proposal score. In the event of a best and final, only those Proposers in the best and final process shall be included in the calculation.

The final total score (General, Technical and Cost) may be weighted per RFP Section 3.5.

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### **3.5 SUPPLIER DIVERSITY**

Proposals from certified Minority Business Enterprises (MBE) or Disabled Veteran-owned Businesses (DVB) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (s. 16.75 (3m), Wis. Stats., 2001-02).

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.5.1 MINORITY-OWNED BUSINESS ENTERPRISE

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at: [http://www.doa.wi.gov/Divisions/Enterprise -Operations/Supplier-Diversity- Program](http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program).

The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive five percent (5%) cost preference for certified MBEs that compete for State Contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified Proposal when that qualified Proposal is not more than five percent (5%) higher than the apparent low Proposal. (An MBE Proposer preference shall not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its Contracts. The Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide commodities and services incidental to this agreement.

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the Procuring Agency.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.5.2 VETERAN-OWNED BUSINESS

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State Contracts.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.5.3 DISABLED VETERAN-OWNED BUSINESS

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive five percent (5%) cost preference for certified DVBs that compete for State Contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified Proposal when that qualified Proposal is not more than five percent (5%) higher than the apparent low Proposal. (A Proposer preference shall not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its Contracts. The Supplier/Contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to DVBs or by using such enterprises to provide commodities and services incidental to this agreement.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.5.4 WOMAN-OWNED BUSINESS ENTERPRISE

Woman-owned business enterprises (WBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

## 3.6 RIGHT TO REJECT PROPOSALS

Issuance of the RFP does not commit the PSC to enter into a Contract for the procurement outlined in this RFP. The PSC reserves the right to reject any or all proposals submitted in response to this RFP.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.7 AWARD AND FINAL OFFERS

The PSC shall compile the final scores for each responsive Proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer(s).

Alternatively, the highest scoring Proposer(s) may be requested to submit best and final offers (BAFO). If a BAFO is requested by the PSC and submitted by Proposer(s), they shall be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then may be granted to the highest scoring Proposer(s). However, Proposers shall not expect that the PSC shall request a best and final offer.

## 3.8 CONTRACT NEGOTIATION

The PSC intends to enter into Contract negotiations with the Proposer who has been determined by the evaluation committee to be the highest scoring Proposer calculated as outlined in Section 3. The PSC may negotiate the terms of the Contract, including the price, with the highest scoring Proposer prior to entering into a Contract. If the Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the PSC may negotiate a Contract with the next highest scoring Proposer.

The contractual terms and conditions in State Terms and Conditions, of the RFP are part of the Contract between a Contractor and the State. These terms and conditions are not all-inclusive, and the PSC reserves the right to incorporate additional provisions in the Contract.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.9 CONTRACT NEGOTIATIONS IMPASSE

If a Contract between the PSC and the successful Proposer cannot be executed by both parties within sixty (60) Days after the notice of intent to award the Contract (or the conclusion of an appeal of the award under Ch. ADMIN 10, Wis. Adm. Code, whichever is later), the PSC reserves the right to unilaterally reject the Proposer's Proposal and proceed to award the Contract to the next highest scoring Proposer.

## 3.10 NOTIFICATION OF INTENT TO CONTRACT

Any Proposer who responds with a Proposal shall be notified in writing of the State's intent to award the contract(s) resulting from the RFP.

After the Intent to Award is issued (approximately May 20, 2019), copies of all Proposals shall be available for public inspection from 8:00 a.m. to 4:00 p.m. at 4822 Madison Yards Way, Madison, WI, under the supervision of the PSC staff. Proposers shall schedule a specific appointment with Rita Hargot via email ([rita.hargot@wisconsin.gov](mailto:rita.hargot@wisconsin.gov)) to ensure that space is available for the review.

## 3.11 PROTESTS AND APPEALS PROCESS

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 3.11.1 PROTESTS

A Notice of Intent to protest a proposed Bid award and the actual protest shall be made in writing to the head of the PSC (or his or her designee) as set forth below. The protest procedure applies to only those requests for Bids for services that are over \$50,000. The protest shall be as specific as possible and should identify Wisconsin statutes or Wisconsin Administrative Code provisions that are alleged to have been violated.

The Notice of Intent to Protest shall be filed with the individual listed below and received by the head of the PSC (or designee) no later than five (5) business days after the Notice of Intent to Award is issued.

The actual Protest also shall be filed with the individual listed below and shall be received by the head of the PSC (or designee) within ten (10) business days after the Notice of Intent to Contract is issued.

US MAIL ADDRESS	DELIVERY ADDRESS
Joe Fontaine	Joe Fontaine
Public Service Commission	Public Service Commission
Division of Business and Program Management	Division of Business and Program Management
4822 Madison Yards Way	4822 Madison Yards Way
Madison, WI 53707	Madison, WI 53707

With a copy to:

US MAIL ADDRESS	DELIVERY ADDRESS
Rita Hargot	Rita Hargot
Public Service Commission	Public Service Commission
Division of Business and Program Management	Division of Business and Program Management
4822 Madison Yards Way	4822 Madison Yards Way



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

Madison, WI 53707	Madison, WI 53707
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## 3.11.2 APPEALS

The decision of the PSC may be appealed to the Secretary of the Department of Administration, in writing, within five (5) business days of the Procuring Agency's issuance of its written Protest decision.

A copy of the Appeal shall also be filed with the head of the Procuring Agency. The Appeal shall be as specific as possible and should identify Wisconsin Statutes or Wisconsin Administrative Code provisions that are alleged to have been violated.

Appeals shall be sent to:

Joel Brennan, Secretary  
Wisconsin Department of Administration  
PO Box 7864  
101 E Wilson Street, 10th Floor  
Madison, WI 53703-7864

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 4 MANDATORY PROPOSAL REQUIREMENTS

This section is not scored. The following requirements are **mandatory** and the Proposer shall satisfy them at no additional cost to the State.

Respond to this section and provide any required documentation as indicated. Responses to each requirement must follow the instructions. No explanation is required when the Proposer cannot certify a statement is true, as non-compliance with any of the following requirements will result in Proposal rejection and remove that Proposal from further consideration.

Failure of a Proposer to meet the mandatory requirements shall result in rejection of the Proposer's Proposal. In the event there is an individual mandatory requirement that no Proposer is able to meet, the State reserves the right to eliminate that individual mandatory requirement; in such case, the State shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 4.1 SERVICES PERFORMED WITHIN THE U.S.

Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States. The inability to perform all services in the United States shall be grounds for disqualifying your proposal. Countries party to the World Trade Agreement may not be subject to this requirement. The Contractor will be required to maintain an office in Wisconsin to support effective communication and collaboration.

Will any services be performed **outside** the United States?

Please respond by answering YES or NO.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 4.2 DEBARMENT

At the time of Proposal submission, Proposer shall not be suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration (<https://www.epls.gov/>).

Is the proposer suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration (<https://www.epls.gov/>)?

Please respond by answering YES or NO.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 4.3 CONTRACT TERMINATION HISTORY

The Proposer shall indicate if it had a contract terminated for cause in the last five (5) years and, if so, describe such incident(s).

Submit full details of the terms for termination for cause including the other party's name, address, and phone number. Proposer shall present its position on the matter. The State will review the facts and may, at its sole discretion, reject the Proposal on the grounds of the experience.

If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

Did Proposer have a contract terminated for cause/default in the last five (5) years for a reason that would make it doubtful that they could fulfill the requirements of this proposal?

Please respond by answering YES or NO. Also, please attach full details of any contract terminated for cause in the last five (5) years.

## 4.4 POTENTIAL CONFLICT

The Contractor and its team members shall not participate, as a contractor or subcontractor, in any non-evaluation contract awarded under the Focus on Energy program while serving as the evaluation contractor. Proposers shall identify all potential conflicts of interest in their response, as well as short- and long-term mitigation plans. The PSC will be the sole arbitrator of the adequacy of any mitigation plans.

Does the Proposer have potential conflicts of interest through an award of any non-evaluation contract under the Focus on Energy program?

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 4.5 NOT ENGAGING IN A BOYCOTT OF ISRAEL

Effective October 27, 2017, consistent with 2017 Wisconsin Executive Order 261, Contractor agrees it is not engaged in a boycott of the State of Israel and further, Contractor will not during the term of the contract engage in a boycott of the State of Israel. The PSC may not execute a contract and reserves the right to terminate an existing contract with a business entity that is not compliant with this provision. This provision applies to all contracts of all values.

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Please Note: There are Bid Factors that relate to this requirement. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a bid electronically. If submitting a paper bid, the Bid Factors (Attachment H) can be downloaded from the Supporting Documents and included with your paper bid submission.

The corresponding Bid Factor is:

Is your organization currently engaged in a boycott of the State of Israel?  
Please respond by answering either YES or NO

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 5 GENERAL REQUIREMENTS (200 POINTS)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake an engagement of this size and scope.

Unless requested to do so, Proposer shall not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply shall be considered unresponsive.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 5.1 ORGANIZATIONAL CAPABILITIES (100 POINTS)

5.1.1. Describe your evaluation experience related to energy efficiency and renewable resource programs, including impact evaluation, process evaluation, cost-effectiveness testing, and determination of appropriate measure savings.

5.1.2. Describe recent, relevant projects and submit examples of previous reports. Sample reports should address the range of audiences listed in the **Key Focus on Energy Evaluation Information Needs** attachment (Appendix F).

5.1.3. Describe your experience and background in conducting market research, research design, methodology, data collection methods, analysis and project reporting. Refer to relevant projects as appropriate, including any recent studies.

5.1.4. Describe your experience in administering large complex evaluation projects, including managing a wide range of tasks to meet established budgets and deadlines.

5.1.5. Describe your experience working with advisory committees, government organizations and non-profit entities.

5.1.6. Proposers shall submit Independent Auditing Reports and all management letters concerning audits for the bidder's organization from the previous three years. The audits shall have been performed using Generally Accepted Auditing Standards. These shall be used to evaluate the bidder's Financial Management record.



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 5.2 KEY STAFF AND SUBCONTRACTOR QUALIFICATIONS (100 POINTS)

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

Identify all key staff assigned to this project. If applicable, identify key subcontractor staff. The following should be providing for all staff identified:

- Detail of hours assigned for this project.
- Resumes that address all relevant professional experience, including projects completed, role on projects, and specific skill sets applied.
- Key staff members shall have at least 5 years of demonstrated experience delivering consulting services related to impact and process evaluations of energy efficiency and renewable resource measure performance and characterization, including cost-effectiveness analysis and market research.

**Also, using required form DOA-3832, Proposers shall provide a minimum of three (3) references for organizations similar in size and scope to the PSC with whom your company has provided (services contained within RFP) within the last five (5) years.**

- For each reference, complete the Bidder Required Form DOA-3832, Section 3 and provide the following:
  - a. Contact Name and Title
  - b. Project start/end dates
  - c. Project description (i.e., scope, staff, technical environment)
  - d. Outcome of project (i.e., on time, on budget, performance measures met)

If needed, attach additional information clearly indicating the reference the information is applicable to.

The evaluation committee shall determine which, if any, references are contacted. The results of any reference checks may be used when scoring the proposal. The State shall use reference information to validate information provided in response to the RFP; therefore, the relevancy of the experience, compatibility of the experience to this RFP, and the performance record of the experience is essential.

The PSC reserves the right to verify all submissions and perform further reference checks regarding experience and performance. The State or evaluation committee may contact one (1) or more references that have been provided by the Proposer or other sources that may not have been

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

named by the Proposer but can assist in determining performance.

The State reserves the right to review subcontractors. The PSC shall not have a contractual relationship with the subcontractors for any services provided under this Contract (existing Contracts between the State and any potential subcontractor do not apply). Proposed subcontractors may be required to participate in the oral presentations and/or demonstrations.

**For all subcontractors, Proposer shall:**

- 1) Name the subcontractor;
- 2) Explain its relationship with the subcontractor;
- 3) Describe the role the Subcontractor shall play; and
- 4) Provide the name and a description of subcontractor(s) relevant qualifications and capabilities.

The PSC will retain final approval authority over all proposed subcontractors. Note that changes in key personnel identified in the proposal shall not be made by the Contractor during the performance of the contract without written approval of the PSC.

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## 6 TECHNICAL REQUIREMENTS (475 POINTS)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake engagement of various size and scope. Unless requested to do so, Proposer shall not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply shall be considered unresponsive.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 6.1 ACHIEVING OBJECTIVES (125 POINTS)

Describe a rational approach, identifying methods and techniques that will be used in performing the specified activities.

The overall evaluation objectives for the Focus on Energy program are to:

- A. Determine through independent analysis and validation of the documentation provided by the Program Administrator, for each program and portfolio:
  - a. Annual, lifecycle, and lifetime gross and net kWh savings,
  - b. Annual, lifecycle, and lifetime peak gross and peak net kW savings,
  - c. Annual, lifecycle, and lifetime gross and net therm savings,
  - d. Cost-effectiveness under the modified TRC and all informational tests required by the PSC.
- B. Conduct process evaluations to assess and help improve the design and implementation of Focus on Energy programs.
- C. Assess participant satisfaction for each program and portfolio.
- D. Determine the economic, environmental and other non-energy benefits of the energy efficiency and renewable resource programs.
- E. Work with the Program Administrator to determine appropriate deemed savings for simple measures and appropriate calculation methods and inputs for more complex measures that require project-specific calculations.
- F. Conduct market research to assess market transformation effects, inform program design, and provide updated assessments of Focus on Energy's future potential.
- G. Work collaboratively with PSC staff, the Program Administrator, and other Focus on Energy staff to make informed program decisions.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 6.2 ACCURACY IN REPORTING PROGRAM RESULTS (100 POINTS)

Describe the methodology used for handling accuracy in reporting program results.

What strategies work well for reducing statistical uncertainty while controlling evaluation costs?

How will the statistical uncertainty of the results be reported? What processes are in place to ensure that quality control is established and errors while conducting complex analysis and completing deliverables on time and within budget?

## 6.3 EVALUATION RESULTS AND COLLABORATING WITH PROGRAM STAFF (100 POINTS)

Describe the approach used to convey evaluation results clearly and persuasively to all program audiences, as named in the **Key Focus on Energy Evaluation Information Needs** attachment (Appendix F).

Identify different presentation techniques and delivery methods and refer to previous reports and deliverables as appropriate.

Describe your experience and approaches to working with program staff to help ensure evaluation findings are shared with program staff and used to inform program decisions.

## 6.4 APPROACH TO PRIORITIZATION OF EVALUATION ACTIVITIES (75 POINTS)

Describe how you will prioritize evaluation activities over the four-year contract period to best meet the evaluation objectives identified in section 6.1. Clearly identify priorities that would be set to ensure key objectives can be met within the proposed budget. Clearly identify the approach in reviewing and revising priorities to take into account new developments during the contract period.

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 6.5 APPROACH TO POTENTIAL STUDY (75 POINTS)

The Contractor may be required to conduct a potential study during the contract period to update and extend the findings of the 2017 potential study and inform the PSC's decisions in Quadrennial Planning Process IV. If a potential study is conducted, the Contractor would be expected to develop and execute a research plan that would measure savings potential between 2023-2034, with an emphasis on 2023-2026 potential, the time period to be addressed in Quadrennial Planning Process IV.

To assess bidders' experience and approach to conducting potential studies, the bid shall include a proposal for conducting a Focus potential study. The proposal should be designed to strike a balance between drawing on the data collected and methods used in the 2017 potential study to support continuity and efficiency; and deploying new methods and approaches to incorporate analytical improvements and adjust for new developments related to Focus on Energy and relevant product and service markets. A budget for the proposed potential study shall be included as a separate line item in the cost proposal.

## 7 COST PROPOSAL (225 POINTS)

The Cost Proposal shall be submitted separately from the RFP response.

Cost Proposals shall be scored as follows:

The lowest cost Proposal shall receive the maximum number of points available for the cost score. Other Cost Proposals shall receive prorated scores based on the lowest cost Proposal.

The formula would be as follows:

Lowest Total Cost Proposal  
(constant) x Maximum points given to cost = Cost score

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Proposer's Total Cost Proposal  
(Proposal being scored is denominator)

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 7.1 COST PROPOSAL

Completion of the Cost Proposal is **Mandatory**.

Proposers are responsible for entering Proposal cost in the format provided in the Cost Proposal - Attachment G. Submissions shall be in U. S. dollars. Please note that there are two tabs in the Cost Proposal (one for Budget and one for Labor Rate).

Further instructions for entering cost are included in the cost sheet(s). It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total Cost Sheet proved accurately reflects costs. Estimated proposal costs are not acceptable.

All costs shall remain firm for the initial term of the Contract. Exceptions to this would include increases in discounts and/or reductions in costs.

## 7.2 CONSIDERATION OF ALL INHERENT COSTS

Proposal costs shall take into consideration all inherent costs of providing the services described in the RFP. The State shall not pay any additional charges beyond the costs listed in the Cost Proposal. Be sure to include in the budget template of the cost proposal all travel costs including, but not limited to, round trip travel, meals and parking.

## 7.3 FIXED COSTS

All Proposal costs shall remain firm for the initial Contract term. Costs can be lowered (or a higher discount) at any time during the Contract without requiring a written approval for individual statement of work projects or to offer to all Authorized Users through an amendment of the published Contract costs.

Contractor may request a cost increase in writing to the PSC no later than sixty (60) days prior to the beginning of the next Contract period and prior to the proposed effective date of the cost increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industrywide. Requests for a cost increase are limited to one (1) request per renewal term.



# Evaluation of the Wisconsin Utilities Focus on Energy Programs

## 7.4 COST CLARIFICATION

The PSC reserves the right to clarify any cost discrepancies related to assumptions on the part of the Proposers.

## 8 SPECIAL TERMS AND CONDITIONS

The PSC reserves the right to negotiate Special Terms and Conditions when it is in the best interest of the PSC to do so. The Proposer shall not submit its own contract document as a substitute for the State's Special Terms and Conditions.

Proposers shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The PSC may or may not consider any of the suggested revisions. Any changes or amendment to any of the terms and conditions will occur only if the change is in the best interest of the PSC.

### 8.1 PAYMENT REQUIREMENTS

The PSC must meet a statutory mandate to pay or reject invoices within thirty-days (30) of receipt. Before payment is made, PSC also must verify all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices are clear and complete.

All payments to the Contractor's Subcontractors shall be the responsibility of the Contractor. No invoices from the Contractor's Subcontractors will be accepted.

Contractor shall communicate with the Authorized User about any invoicing issues. Hard copy invoices are the default invoice type. Authorized Users reserve the right to specify the type of electronically formatted invoice, such as CD or File Transfer Protocol (FTP), and/or receive invoices in hard copy. Contractor and Authorized user shall work together to resolve any electronically formatted invoice matters, timeline, and method of delivery.

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## 8.2 LIQUIDATED DAMAGES

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the contract. Because of that, the Contractor acknowledges that for the contract resulting from this RFP, it will negotiate liquidated damages, as required by the PSC, for the Contract. The Contractor agrees that the agency shall have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

## 8.3 INSURANCE

Contractor warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, Contractor shall maintain (and shall cause each of its agents, independent Contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense the insurance covering its obligations under this Agreement. See Section 23.0 of the State Standard Terms and Conditions.

## 8.4 CYBER SECURITY

Evaluator will implement security protocols consistent with those established in the Focus on Energy Policy Manual and compliant with privacy laws. These protocols will include appropriate controls to protect against unauthorized access and use of customer-specific information and the use of secure encryption methods for conveying digital records and files. After a contract is executed, the Contractor will be required to provide a proposal for review and approval by the PSC to ensure SOC 2 compliance related to the data under Contractor's control.

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## 8.5 PRIME CONTRACTOR

The awarded Contractor shall be the prime Contractor and the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. The prime Contractor may, with prior written permission from the PSC, enter into subcontracting, sublet or assign all or part of the work with third parties for its performance of any part of Contractor's duties and obligations, provided that, in no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the PSC of any breach in the performance of the Contractor's duties. The PSC shall have sole discretion to approve or reject any such subcontractor.

The prime Contractor will be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer shall clearly explain their participation. The Contractor may not collect mark-up on services provided by subcontractors.

## 8.6 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

In the event of Contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful Proposer, and additional terms agreed to, in writing, by the agency and the Contractor shall become part of the Contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for contract documents will be used if there are conflicts or disputes.

- Signed Contract
- Official State Purchase Order(s)
- Vendor's Proposal
- State Request for Proposal
- Standard Terms and Conditions

The contract may be amended within the contract period by mutual consent of the parties. No modification or amendment to the contract shall be valid unless in writing and signed by both parties.

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## 8.7 CANCELLATION AND TERMINATION

### 8.7.1 TERMINATION FOR CAUSE

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

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## 8.7.2 TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time, without cause, by providing a written notice; the PSC by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to the PSC in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. Termination expenses for which reimbursement may be appropriate are those expenses having prior written approval from the PSC and may include reasonable and necessary expenses relating to concluding outstanding obligations under the Contract. In the event of termination for convenience, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the PSC, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the PSC, the Contractor may be compensated for the actual service hours provided. The PSC shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days' of written notice to the Contractor requesting the refund.

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## 8.7.3 TERMINATION FOR INADEQUATE APPROPRIATIONS

The Parties recognize that contracts beyond the limits of funds available shall be contingent upon appropriation of the necessary funds. If the Wisconsin legislature enacts new legislation that requires a change or cancellation of the Focus on Energy Program, the PSC may terminate this Agreement in whole or in part without penalty by providing at least thirty (30) calendar days' notice to the Contractor. The PSC reserves the right to renegotiate the Contract scope of work and budget in the event that new legislation that requires a change to the Focus on Energy Program.

In the event of termination for inadequate appropriations, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed Services. Termination expenses for which reimbursement may be appropriate are those expenses having prior written approval from the PSC and may include reasonable and necessary expenses relating to concluding outstanding obligations under the Contract. In the event of termination for inadequate appropriations, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of the PSC, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of the PSC, the Contractor may be compensated for the actual service hours provided. The PSC shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days' of written notice to the Contractor requesting the refund.

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## 8.7.4 CONTRACT CANCELLATION

The PSC reserves the right to cancel this Contract in whole or in part without penalty if the Contractor:

- Fails to perform any material obligation required under the Contract
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice.
- Makes an assignment for the benefit of creditors
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required here in.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a federally debarred Contractor;
- Is excluded from federal procurement and non-procurement contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract.
- Fails to maintain the confidentiality of the PSC's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information of a customer.

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## 8.8 FORCE MAJEURE

If the Contractor is prevented from performing any of its obligations in whole or in part under the Contract as a result of an act of God, war, civil disturbance or any other cause beyond its control, then such non-performance shall not be grounds for the assessment of liquidated damages or any other remedy. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide the fullest extent practicable, comparable performance. Comparability will be determined by the State, and such determination shall be reasonable under the circumstances. During any such period, the Contractor shall continue to be responsible for all costs and expenses related to such alternative performance. This section shall not be construed as relieving the Contractor of its responsibility for any obligation or for any obligation being performed by a subcontractor or supplier of services.

## 8.9 LEGAL REQUIREMENTS

The Contractor shall, at all times, comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the contract and which in any manner affect the work or its conduct.



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## 9 RFP REQUIRED FORMS

The following is a list of forms pertaining to this RFP. An "X" preceding the form indicates that it shall be completed and returned with the Bid response.

	STANDARD TERMS AND CONDITIONS	DOA-3054
	SUPPLEMENTAL TERMS AND CONDITIONS	DOA-3681
X	Bidder Required Form	DOA-3832

# Evaluation of the Wisconsin Utilities Focus on Energy Programs

	2017-18 Rural Programming	Attachment A
	2019-22 Rural Programming	Attachment B
	Focus on Energy 2017 Potential Study Final Report	Attachment C

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	2017 Focus on Energy Potential Study Appendices	Attachment D
	Quadrennial Planning Process III Memo and Decision	Attachment E
	Key Focus on Energy Evaluation Information Needs	Attachment F

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X	Cost Sheet	Attachment G
	Bid Factors (for paper copy submissions)	Attachment H