



## Request for Proposal

### ISO-NE Consulting Support

RFP Release Date: 9/28/2020  
Bidder Questions Due: 10/16/2020  
Answers Posted: 10/23/2020  
Proposals Due: 11/6/2020

#### Summary

The Vermont Energy Investment Corporation (VEIC) is soliciting proposals for consulting services to provide assistance with matters involving the New England wholesale electricity markets and regional planning efforts. The work includes assisting VEIC staff with reviews of NEPOOL and ISO New England (ISO-NE) meetings, participation in the ISO-NE Forward Capacity Market (FCM), and development of strategies that further VEIC's goals and interests on behalf of Vermont ratepayers.

The contract period will run from January 1, 2021 through December 31, 2023.

Responses to this Request for Proposals (RFP) must be delivered electronically to VEIC by **5:00 p.m. EST on Friday, November 6, 2020**. VEIC will not accept responses submitted after this time. Please submit your response electronically via e-mail to: [dlane@veic.org](mailto:dlane@veic.org) with **RFP Submittal for ISO-NE Consulting Support** in the subject line.

VEIC will respond to individual questions regarding this RFP only as follows: questions regarding requirements and scope of work must be received by **5:00 p.m. EST October 16, 2020**, via e-mail only, to [dlane@veic.org](mailto:dlane@veic.org) with **RFP Questions for ISO-NE Consulting Support** in the subject line. When appropriate, please refer to the RFP page number and Section Heading to inform a helpful response. VEIC will post answers on the VEIC website (<http://www.veic.org/company/requests-for-proposals>) no later than **5:00 p.m. EST, October 23, 2020**. VEIC will not address questions submitted after this time.

#### Background

For the past 20 years, VEIC has delivered energy efficiency services as Efficiency Vermont to the citizens and businesses of Vermont. The customer market consists of all Vermont residential and commercial and industrial electricity ratepayers – in total, over 342,000 electric accounts (these electric accounts represent the entire state of Vermont except for the city of Burlington). Created as the nation's first energy efficiency utility by the Vermont Legislature and the Vermont Public Utility Commission in 2000, Efficiency Vermont's mandate is to promote cost-effective acquisition of energy and demand resources through electric and thermal energy efficiency. A surcharge on ratepayers' electric bill funds the electric efficiency resource acquisition activities of Efficiency Vermont. Efficiency Vermont is awaiting an Order from the Vermont Public Utility Commission establishing budgets and resource acquisition targets for the 2021-2023 performance period.



ISO New England (ISO-NE) is the independent, not-for-profit company authorized by the Federal Energy Regulatory Commission to operate the power system, administer wholesale electricity markets, and undertake power system planning for the New England region. The Participants Committee is ISO-NE's primary stakeholder advisory body. It is made up of the representatives of the New England Power Pool (NEPOOL) participants and helps ensure a collaborative process in the administration of New England's wholesale electricity markets and power system.

## **Program Overview**

VEIC became a NEPOOL member and an ISO-NE Demand Resource Market Participant in August of 2006, in order to monitor and provide input on specific issues of interest to VEIC and to Vermont, and to allow VEIC to participate in ISO-NE markets. Since the inception of the Forward Capacity Market (FCM) in 2006, VEIC has participated on behalf of Efficiency Vermont, and other efficiency activities undertaken on behalf of Green Mountain Power, by bidding Energy Efficiency Demand Resources into this market. As of June 2020, the VEIC Energy Efficiency Portfolio provides 114 MW of capacity to the FCM, the largest capacity resource in Vermont. VEIC also participates in other ISO-NE activities related to its mission, including but not limited to the Energy Efficiency Forecast Working Group and the Distributed Generation Forecast Working Group.

## **Scope of Work**

By submitting a response to this RFP, the Contractor acknowledges understanding and acceptance of this Scope of Work, and agrees to fulfill all of its terms in the event of a contract award.

Contractor agrees to provide consulting services related to VEIC's status as a NEPOOL member and Demand Resources (DR) Market Participant in ISO New England (ISO-NE). In summary, the Contractor is expected to track and report on NEPOOL and ISO-NE meetings, alert VEIC to specific issues related to participation in the FCM and other ISO-NE activities of interest to Vermont, and work with VEIC to develop strategies to advance policy interests. Identification of the type of issues that warrant specific attention will be discussed at the beginning of the contract period, and the beginning of each calendar year thereafter, and then updated on an as-needed basis.

Specific services include, but are not limited to, the tasks outlined below.

- 1). Routinely advising VEIC about relevant ISO New England Committee agenda topics for the Participants Committee, Markets Committee, Reliability Committee, Transmission Committee, Planning Advisory Committee, Demand Resources Working Group, Energy Efficiency Forecast Working Group, and Distributed Generation Forecast Working Group, as necessary, through regular communications (see Deliverables below).
- 2). Serving as VEIC Proxy vote on the Participants Committee, Markets Committee, Reliability Committee, and Transmission Committee, as necessary. Contractor will be expected to vote on VEIC's

behalf in the interest of Vermont ratepayers and to offer VEIC the opportunity to discuss voting strategy when necessary.

- 3). Assisting VEIC in interpreting ISO New England Tariff, Market Rules, manuals, and other policy and operational determinations. Contractor will identify new initiatives related to the New England power system and discuss with VEIC their potential impact on VEIC's goals and interests.
- 4). Representing VEIC's interests in NEPOOL Officers meetings, ISO Board Nominating Committee meetings, and other periodic meetings.
- 5). Other advice and consultation, as requested, by VEIC, within the limits set forth in this scope of work.

### **Deliverables**

- Annual list of major topics for each contract year that is updated monthly as part of the NPC agenda summary. This list will be reviewed with VEIC at the beginning of the year. The monthly update will identify upcoming issue and meetings, including NEPOOL and other committee meetings, as appropriate to cover issues of interest to VEIC. For those issues or meetings that are of interest to VEIC, Contractor will suggest participation and voting strategies consistent with the monthly budget. VEIC will request calls to discuss issues and / or voting if deemed necessary.
- Follow-up communications with results of relevant committee votes or other ISO-NE actions.
- Timely responses to emails or telephone calls requesting further information regarding NEPOOL or ISO-NE meetings, potential strategies for advancing the interests identified by VEIC, and general questions regarding NEPOOL, ISO-NE, and FCM issues.
- Other items as agreed upon by the parties.

### **Schedule / Milestones**

RFP release	Monday, 9/28/2020
OPTIONAL-Notice of Intent to Respond	Friday 10/6/2020
Bidders Questions Due	Friday, 10/16/2020
Answers distributed no later than	Friday, 10/23/2020
Proposals due to Efficiency Vermont	Friday, 11/6/2020
Selection review and potential interviews	11/6 – 11/23
Selection and contract negotiations	Monday, 11/23/2020
Performance period begins	1/1/2021
Performance period ends	12/31/2022

## Proposal Requirements

Proposals should be limited to 10 pages in length. Cover letters, Table of Contents, and a completed Certificate of Agreement and Compliance (Attachment A) are not included in this page limit. Resumes, sample documents, and other exhibits may be presented as Appendices and are not included in this total.

All proposals must be signed by a duly authorized representative of the party (or parties) submitting the proposal. Include the names and phone numbers of personnel authorized to negotiate the proposed contract with VEIC.

Proposals must include at minimum the following information:

Identification of Organization - State the full name and address of the organization and, if applicable, other subcontractors that will perform, or assist in performing, the work. Include a brief description of the organization's history, structure, and size.

Implementation of the Scope of Work - Discuss the Contractor's proposed implementation of the Scope of Work described above. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Be sure to provide enough detail to illustrate an in-depth understanding of the ISO-NE committee structure and market function, and the activities that will be emphasized in order to meet the objectives of this RFP. If subcontractors are involved, clearly identify the work each will perform.

Prior Experience - List recent work performed, especially that which is similar to the Scope of Work. To the extent that the bidder has previously prepared summaries of NEPOOL or ISO-NE meetings, please provide a sample of such a document. Please discuss any past, current, and anticipated relationships that might facilitate the industry and market intelligence that will help VEIC accomplish its mission in this context. Please provide the name and telephone number of a reference person familiar with the applicant's work.

Personnel - Each organization submitting a proposal under this RFP shall have demonstrable knowledge, skills, and experience as it relates to the required work. The proposal must identify all persons that will be employed in the proposed work by skill and qualifications, and identify the roles they each will play in delivering the services. Identify key personnel by name and title and provide a resume for each. Subcontractors must be listed, including the firm name and address, contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Potential Conflicts of Interest - Please disclose any known or potential conflicts in representing VEIC or otherwise performing the Scope of Work.

Certificate of Agreement and Compliance - This form, provided below as Attachment A, must be completed in its entirety and submitted along with the Bidder's response to the RFP.

## Budget

It is VEIC’s preference that this contract be structured as a fixed-fee contract, with equal payments to be made monthly. Please provide an annual fixed fee budget proposal for each of the three years of the performance period (2021, 2022, and 2023).

In order to assure that the firm has the resources to commit to fulfilling the project for the proposed fixed budget amount, applicants must submit a fee schedule and narrative explanations of estimates of time and costs to undertake the scope of work (including estimates of number of meetings attended, estimated costs to attend, etc.). The following cost elements should be fully covered in the fixed-fee budget and will not be paid for separately:

- Personnel (position, rate, hours)
- Travel (mileage rate, lodging, etc.)
- Supplies & Material charges
- Any indirect or overhead costs
- Other costs

In order to provide these services in the most cost-effective manner, the applicant may propose to participate in meetings and undertake other activities on a cost-share basis with other clients to realize “economies of scale”. If this is the mechanism proposed, please fully describe how VEIC’s interests will be protected and served under this model.

Additional activities may arise during the term of this work in response to major new initiatives or unforeseen changes in markets, for example, that both parties agree are outside of the reasonable and routine activities covered by the budget proposal provided. It is assumed that adjustments to budget will be made in such cases with the input and approval of both parties.

## Evaluation Criteria

Proposals will be evaluated on the following criteria:

• Responsiveness to RFP	25
• Key personnel qualifications for type of work	25
• Experience in type of work	25
• Cost proposal	25
<b>Total points available</b>	<b>(100)</b>

## Other Information

VEIC reserves the right to accept or reject any or all bids. The proposals will be evaluated by VEIC and, if a respondent is selected, they will be invited to negotiate a contract.

## Limitation

This RFP does not commit VEIC to award a contract or to pay any costs incurred in the preparation or submission of proposals. VEIC reserves the right to reject any or all proposals received in response to this RFP, to negotiate with any qualified bidder or to cancel in part or in its entirety the RFP, if any of these actions is deemed by VEIC in its sole discretion to be in VEIC's best interest.

## Insurance Requirements

Before commencing work, the Contractor will be required to provide Certificates of Insurance to show that the following minimum coverages are in effect. Where applicable the Certificates of Insurance shall name VEIC as an Additionally Insured party. All policies shall be non-cancelable without 30 days' prior written notice from the insurance carrier to VEIC. It is the responsibility of the Contractor to maintain current Certificates of Insurance on file with VEIC throughout the term of any awarded Contract.

Workers' Compensation: With respect to all operations performed, the Contractor shall carry, if applicable, workers' compensation insurance in accordance with the laws of the State of Vermont and any other state in which it is performing the Contract Scope of Work.

General Liability and Property Insurance: With respect to all operations performed, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises – Operations
- Independent Contractors' Protective
- Products and Completed Operations (where appropriate)
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products / Completed Products Aggregate (where appropriate)
- \$50,000 Fire Legal Liability

Automotive Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with this Contract. Limits of coverage shall not be less the amount required by any applicable state law.

Professional Liability: The Contractor shall carry professional liability insurance in an amount not less than \$1,000,000 per occurrence. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of the Scope of Work. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of twelve (12) months after completion of the Scope of Work.

## **VEIC**

VEIC is a sustainable energy company on a mission to generate the energy solutions the world needs. For over 30 years we have been working with governments, utilities, foundations and businesses across North America to develop and deploy clean energy services that provide immediate and lasting change. VEIC is headquartered in Vermont, with additional offices in Columbus Ohio, and Washington D.C. With expertise in energy efficiency, building decarbonization, transportation electrification, and demand flexibility, we bring solutions to the market that meet goals and move our clients forward. Our full service consulting and program implementation team is nationally recognized for developing innovative pilots and programs that optimize energy use, reduce energy burdens for low-income customers, and advance new technologies. In addition to our consulting work, we administer three large-scale sustainable energy programs: [Efficiency Vermont](#), [Efficiency Smart](#), and the [DC Sustainable Energy Utility](#) (DCSEU).

## **Efficiency Vermont**

Launched January 1, 2000, Efficiency Vermont is helping our state transition to a more affordable and cleaner future. We work with partners throughout Vermont to save customers money, strengthen our state’s economy, and lower carbon emissions. Efficiency Vermont provides technical assistance, rebates, and other financial incentives to help Vermont households, businesses, and other institutions—such as K-12 schools—reduce their energy costs with energy-efficient equipment, lighting, and approaches to construction and major renovation. Efficiency Vermont partners extensively with contractors, suppliers, and retailers of efficient products and services throughout the state.

VEIC operates Efficiency Vermont under an Order of Appointment issued by the Vermont Public Utility Commission. For additional information, please see the Efficiency Vermont website:

<https://www.efficiencyvermont.com/about/history>



## CERTIFICATE OF AGREEMENT AND COMPLIANCE

**This form must be completed in its entirety and submitted along with the Bidder's response to the RFP.**

**INSURANCE:** Bidder certifies that the company / individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in this RFP and the standard contract. Certificates of Insurance must be provided prior to issuance of a contract.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date