



**TABLE OF CONTENTS**

1.0 INTRODUCTION ..... 1

    1.1 Purpose of This Request for Proposals ..... 1

    1.2 Term of Contract ..... 1

    1.3 Statutory Authority ..... 1

    1.4 Overview of Institutional Structure ..... 1

    1.5 Mandatory Requirements ..... 4

    1.6 Performance Contract ..... 4

    1.7 Legislative and Regulatory Appearances ..... 5

2.0 SEU PERFORMANCE CONTRACT ..... 6

    2.1 Performance Benchmarks ..... 6

    2.2 Performance Incentives ..... 8

    2.3 Performance Incentives in Implementation Contracts ..... 9

    2.4 Societal Benefit Test ..... 9

3.0 SCOPE OF SERVICES ..... 11

    3.1 Mission and Objectives ..... 11

    3.2 General Administration ..... 12

    3.3 Service Planning, Operations and Implementation ..... 15

    3.4 Monitoring and Evaluation ..... 19

    3.5 Program Marketing and Education ..... 19

    3.6 Funding for the SEU ..... 20

    3.7 SEU Property ..... 20

    3.8 Coordination With Sustainable Energy Programs in Nearby Jurisdictions ..... 21

    3.9 Contractor Tasks ..... 21

4.0 CONTRACTOR COMPENSATION ..... 23

5.0 RESPONSE FORMAT AND PROPOSAL REQUIREMENTS ..... 24

    5.1 Organization and Management Capability ..... 24

    5.2 General Administration Budget Information ..... 25

    5.3 IT Budget Information ..... 25

    5.4 Marketing and Consumer Information Strategy ..... 25

    5.5 Proposed Green Energy DC Program Portfolio ..... 25

    5.6 Experience With Alternative Funding Approaches ..... 25

    5.7 Unique Assets ..... 26

6.0 PROPOSAL EVALUATION ..... 27

    6.1 Selection Process ..... 27

    6.2 Evaluation Criteria ..... 27

7.0 INSTRUCTIONS FOR BIDDERS AND RFP RULES ..... 29

    7.1 RFP Responses Due Date and Schedule ..... 29

    7.2 Bidder’s Conference and Questions to the DDOE ..... 29

    7.3 Statement of Intent to Respond ..... 29

    7.4 Bidder Presentations and Negotiations ..... 29

    7.5 Proposal Delivery ..... 29

    7.6 Bidder Contacts ..... 30

    7.7 Proposal Modifications ..... 30

    7.8 Proprietary Information ..... 30

    7.9 Proposal Costs and Expenses ..... 30

    7.10 Proposal Expiration Date ..... 30

    7.11 Late Proposals ..... 31

7.12 Proposal Opening .....	31
7.13 Non-Conforming Proposals.....	31
7.14 Concise Proposals .....	31
7.15 Realistic Proposals .....	31
7.16 Multi-Vendor Solutions (Joint Ventures).....	31
7.17 Discrepancies or Omissions .....	32
7.18 Right to Reject Proposals .....	32
7.19 Amendment or Cancellation of RFP .....	32
7.20 Right to Cancel the Solicitation.....	32
7.21 Right to Award Multiple Source Contracting .....	33
7.22 Notification of Withdrawal of Proposal .....	33
7.23 Revisions to the RFP .....	33
7.24 Exceptions to the RFP .....	33
7.25 Award of Contract .....	33
8.0 CONTRACT TERMS AND CONDITIONS .....	34
8.1 General Information .....	34
8.2 Collusion or Fraud .....	34
8.3 Lobbying and Gratuities .....	34
8.4 Solicitation of State Employees .....	35
8.5 General Contract Terms .....	35
Appendix A: Contract Administrator Bidder’s Conference Form .....	39
Appendix B: Contract Administrator Intent to Respond Form .....	40
Appendix C: Department Standard Contract .....	41

DRAFT

## **1.0 INTRODUCTION**

### **1.1 Purpose of This Request for Proposals**

The District Department of Environment (“DDOE”) issues this Request for Proposals (RFP) to solicit competitive proposals for a Sustainable Energy Utility (“SEU” or “Contractor”) for the District of Columbia. The SEU is an entity created to promote the development of cost-effective end-use energy efficiency and distributed renewable energy applications. The SEU will operate under a contract initiated by the DDOE. The SEU will be a private entity.

This document presents the project objectives, terms and conditions, specific deliverables, and the required format to submit a proposal to the DDOE. Potential bidders should read the entire RFP carefully, along with its Appendices, in order to gain a clear understanding of the project requirements.

### **1.2 Term of Contract**

The winning bidder of this RFP will provide the full scope of services described within this document for a one-year base period and renewable annually thereafter for up to four more years.

#### **1.2.1 Appropriation Of Funds**

DDOE’s liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of DDOE for the payment of any money shall not arise unless and until such appropriation shall have been provided.

#### **1.2.2 Multiyear Contract**

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both DDOE and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

### **1.3 Statutory Authority**

This RFP is promulgated under authority of the Clean and Affordable Energy Act of 2008, D.C. Official Code § 8-1774.01(i).

### **1.4 Overview of Institutional Structure**

Potential Bidders need to understand the roles and responsibilities of the Sustainable Energy Utility, District Department of the Environment, Sustainable Energy Utility Advisory Board, Contractor, Fiscal Agent, and Implementation Contractors:

**1.4.1 The Sustainable Energy Utility** (“SEU”) is the contract with the Mayor, by, and through DDOE to develop, coordinate, and provide programs for the purpose of promoting

the sustainable use of energy in the District of Columbia. The Contractor will manage sustainable energy programs under a contract with the DDOE and under the direction of the DDOE. Routine administration of the SEU activities shall be performed by the Contractor. The Contractor may be tasked by the DDOE to leverage public and private funds and to utilize special purpose bond proceeds to fulfill the goal of providing comprehensive, affordable sustainable energy services to the District's energy users. The operations of the SEU will be carried out by a private entity (i.e., non-governmental entity).

**1.4.2 The District Department of the Environment** has a number of responsibilities relating to the development, implementation, oversight, and monitoring of the SEU including (but not limited to):

- 1.4.2.1 Generate an RFP for a Contractor;
- 1.4.2.2 Accept and review bids for Contractor RFP;
- 1.4.2.3 Develop criteria for evaluation of bid proposals;
- 1.4.2.4 Hire and terminate (if appropriate) the Contractor;
- 1.4.2.5 Define performance incentives;
- 1.4.2.6 Manage Contractor contract;
- 1.4.2.7 Ensure continuity of program implementation and sufficient carry-over funding during the transition period between the end of one SEU contract term and the beginning of another SEU contract term;
- 1.4.2.8 Ensure that adequate evaluation, monitoring, and verification mechanisms are in place so that SEU expenditures result in verifiable energy savings over the expected lifetime of each energy-saving measure;
- 1.4.2.9 Commission, on an annual basis, an independent review of the performance and expenditures of the SEU and provide the results of this review to the SEU Advisory Board and the Council of the District of Columbia (Council) within 6 months of the conclusion of each year of the SEU contract;
- 1.4.2.10 Provide staff resources to the SEU Advisory Board and coordinate the involvement of staff from the Public Service Commission, Office of the People's Counsel, and any other appropriate agency or organization as necessary for the Board to fulfill its mandate; and
- 1.4.2.11 Maintain the SEU brand name.

**1.4.3 The Sustainable Energy Utility Advisory Board** ("Board") is comprised of 13 members as designated in Section 203 of CAEA. The current composition of the Board can be seen at [www.greenenergy.dc.gov](http://www.greenenergy.dc.gov). Duties and responsibilities of the Board include:

- 1.4.3.1 Provide advice, comments, and recommendations to the DDOE and Council, regarding the procurement and administration of the SEU contract;
- 1.4.3.2 Recommend performance benchmarks;
- 1.4.3.3 Review and comment on Contractor RFPs;
- 1.4.3.4 Make recommendations on Contractor RFP bids;
- 1.4.3.5 Has, at a minimum, quarterly meetings with the Contractor;
- 1.4.3.6 Monitor SEU programs and Contractor performance;

- 1.4.3.7 Advise the DDOE on SEU performance;
- 1.4.3.8 Report on the progress of the SEU to the Council and public annually, with the 1st report being due 30 days after the conclusion of the 1<sup>st</sup> year of the SEU contract; and
- 1.4.3.9 Convene any subcommittees and working groups it considers appropriate without any limitation as to the membership of such groups.

**1.4.4 The Contractor's** chief responsibilities are program research and design, administration of the Implementation Contracts, and oversight to ensure the Implementation Contractors meet appropriate performance and budgetary targets. The Contractor may implement education and public outreach programs with approval of the DDOE. All other SEU programs must be delivered by competitively selected Implementation Contractors. If an Implementation Contractor is not successfully selected through an RFP bidding process, the Contractor may implement its own program delivery process subject to approval by the DDOE. The DDOE has oversight responsibility over the Contractor. The Board will provide advice to the DDOE on elements of SEU oversight. The DDOE will review the Contractor's proposed program designs, performance targets, and RFPs before the Contractor submits RFPs for bidding by Implementation Contractors. Subject to the approval of the DDOE, the Contractor will develop and maintain a management information system (MIS) to collect all performance, market, and financial data necessary to monitor and evaluate SEU performance and make such data available to the DDOE and Board upon request. Any MIS systems developed by the Contractor shall conform to applicable District and Department standards relating to information technology systems. The Contractor shall be a private entity (i.e., non-governmental entity) and may be a for-profit company, non-profit organization, or zero-profit organization.

**1.4.5 Green Energy DC** is the brand name established by DDOE under which sustainable energy programs will be operated. The DDOE has also established a website for the brand, [www.greenenergy.dc.gov](http://www.greenenergy.dc.gov). The purpose of this website is to serve as a portal for information about every energy efficiency and renewable energy program available to District residents and businesses, including those offered by the DDOE, the SEU, electricity companies, natural gas companies, and federal government.

**1.4.6 The SEU Fiscal Agent ("FA")** means the Office of the Chief Financial Officer of the District of Columbia. All funds used to support the SEU contract shall be managed by the FA. Specific FA functions may include the following:

- 1.4.6.1 Receive funds for the SEU;
- 1.4.6.2 Disburse these funds to the Contractor under the direction of the DDOE;
- 1.4.6.3 Interface bonding and revenue authorities, if applicable;
- 1.4.6.4 Oversee financial transactions involving renewable energy certificates, if applicable; and
- 1.4.6.5 Pay SEU invoices.

**1.4.7 An SEU Implementation Contractor ("IC")** means any entity competitively contracted by or in a teaming agreement with the SEU to implement specific programs and services. Any entity, including individuals, electricity or gas utilities, local governments,

non-profit corporations, and private businesses, may bid for an Implementation Contract. Generally, entities affiliated with the Contractor are prohibited from bidding for any Implementation Contract. It is the intent of the DDOE that current providers of sustainable energy services in the District will be afforded opportunities to bid on Implementation Contracts without discrimination.

## **1.5 Mandatory Requirements**

Mandatory Requirements are explicitly stated within this RFP. Bidders should consider the following general mandatory requirements prior to deciding to respond to this RFP.

1.5.1 The Contractor shall be prepared to operate the SEU in an independent capacity and not as officers or employees of the District of Columbia. The Contractor shall be prepared to indemnify, defend and hold harmless the District and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's or an IC's acts and/or omissions in the performance of its duties.

1.5.2 The winning bidder of this RFP will provide the full scope of services described within this document for a one-year base period and renewable annually thereafter for up to four more years.

1.5.3 The transition to a new Contractor at the end of a winning bidder's contract term shall be performed in an organized and efficient manner with a minimum of disruption to SEU participants, ICs, and SEU programs and services. All bidders will be expected to describe, in detail, a transition process that maintains full access of SEU participants and ICs to SEU programs and services. This transition process shall also apply in the event of termination of a Contractor's contract for performance failure (see section 8.5.4 and 8.5.5 below). The Contractor shall provide notice to the DDOE six months prior to any intent to terminate performance of the SEU contract.

1.5.4 Key Contractor personnel identified in the RFP in response to 5.1.2 are expected to be the personnel to perform the duties and responsibilities of the SEU contract. Significant changes in the composition of key personnel in the execution of the SEU contract from the response to the RFP may lead to contract termination.

1.5.5 Due to the size of the SEU budget and potential liabilities surrounding project services, the selected bidder is required to provide general liability insurance coverage. This general liability insurance coverage shall not exclude professional judgment. Upon completion of contract execution with the DDOE, the bidder must acquire general liability insurance coverage in the amount of \$5,000,000.00 and shall provide a copy of its insurance certificate to the DDOE.

## **1.6 Performance Contract**

Bidders should be aware that the winning bidder's contract with the DDOE will be performance-based. That is, the contract will contain tightly-specified indicators of performance designed to reflect and weight the multiple policy, resource acquisition and market transformation objectives of the SEU. How well the contractor performs with respect to these targets will determine how

much it earns of a performance award set aside as an incentive for superior performance, payable at the end of each year and/or the contract period.

### **1.7 Legislative and Regulatory Appearances**

The Contractor may be asked to provide testimony to Council, regulatory agencies, or other forums. Bidders should expect that the DDOE's contract with the Contractor will include guidelines regarding the provision of testimony to prevent confusion regarding whether testimony is being presented on behalf of the SEU or the winning bidder as an independent company.

DRAFT

## **2.0 SEU PERFORMANCE CONTRACT**

The CAEA requires the SEU contract to be performance-based and provide financial incentives to the Contractor for superior performance. Eight minimum performance benchmarks are the first part of the performance regime for the SEU contract. Incentives to encourage superior performance by the Contractor are the second part of this performance regime.

### **2.1 Performance Benchmarks**

The law includes eight minimum requirements or goals that the SEU contract is required to achieve. A primary responsibility of the Board is to recommend performance benchmarks to measure the achievement in meeting these requirements and goals. The following reflects a stage of development of the performance benchmarks proposed by DDOE based upon the recommendations of the Board at the time of the RFP release. While the DDOE does not consider the performance benchmarks in this RFP to be final, bidders should expect the benchmarks in the SEU contract to be very similar to the performance benchmarks set forth in this RFP. Bidders may propose alternatives to elements of the performance benchmarks in this RFP and elements of the performance benchmarks may be negotiable in SEU contract negotiations. The SEU contract shall permit the programs, benchmarks, and level of funding to be changed at any time with the approval of both the SEU and the DDOE. In addition, SEU performance benchmarks, targets, and incentives will be subject to annual (at a minimum) review and revision by approval of both the Contractor and the DDOE.

The following eight minimum performance benchmarks are designed to provide assurance to the public, the Board, and DDOE that the SEU is making progress towards meeting the CAEA's goals of reducing the District's energy use and peak electricity demand, increasing renewable energy generating capacity in the District, improving the energy efficiency of low-income housing, and creating green jobs in the District while achieving those goals in a cost-effective manner that is fair to ratepayers. Failure to meet any one of the following eight minimum performance benchmarks in any one year will trigger a reevaluation of the SEU benchmark(s) and SEU programs by the DDOE and Board. Failure to meet three or more benchmarks in one year may result in a penalty of up to \$200,000 or 10% of the Contractor's compensation, whichever is less. Failure to meet any two of the performance benchmarks in any two consecutive years may result in the revocation of the SEU contract. For the purposes of evaluating performance benchmarks, "year one" of SEU operation will be considered the period of 24 months from the day of SEU contract execution. This extended "year one" allows adequate time for the Contractor to ramp up SEU operations and still have all costs and benefits subject to evaluation. In addition, with permission of the DDOE, start up costs for SEU operations may be amortized over the five-year contract period.

The intent of the DDOE is not be punitive in nature regarding the performance benchmarks but is instead to work closely with the Contractor to achieve the important statutory goals reflected in the following benchmarks.

2.1.1 Achieve energy savings from SEU programs equivalent to reducing the per capita energy consumption attributable to the District's residential sector by 1% each year of the SEU contract. For example, using data from the U.S. Department of Energy's Energy Information Agency for 2007, the Contractor would need to demonstrate that that SEU

programs achieved energy reductions equivalent to 64 BTU per capita or a total of 38 million BTU.

2.1.2 SEU programs incentivize the installation of Tier I renewable energy resources (i.e., solar, wind, qualifying biomass, methane from the anaerobic decomposition of organic materials in a landfill or wastewater treatment plant, geothermal, waves, tides, ocean currents, ocean water thermal differences; fuel cells producing electricity from a tier one renewable source) in the District of Columbia estimated to generate the equivalent of 60 MWh in the first year of operation. This benchmark will be reviewed and revised annually to reflect changes in the renewable energy market.

2.1.3 SEU programs reduce the summer peak demand of the District's electricity users by \*\* MW each year. This MW amount will be increased in proportion to the statutory increases in funding to the Sustainable Energy Trust Fund.

2.1.4 A minimum percentage of energy savings achieved by the SEU and funded by the Sustainable Energy Trust Fund must be derived from improving the energy efficiency of low-income housing in the District of Columbia. This minimum percentage shall be determined by estimating the amount of energy use attributable to low-income households in the District. Households with income less than 200% of the poverty level are defined as low-income households for this purpose.

2.1.5 Twenty percent (20%) of the annual energy savings attributable to SEU programs should be from the District's largest energy users – defined as customers of the PEPCO and Washington Gas that are not eligible for residential or small commercial tariffs.

2.1.6 A minimum of 40% of the labor hours used to provide SEU energy efficiency services must be from District of Columbia-based businesses and/or residents.

2.1.7 SEU programs funded by the Sustainable Energy Trust Fund, as a whole, must pass the societal benefit test on an annual basis. See section 2.4 for the definition and methodology for the societal benefit test to be used in the evaluation of SEU programs.

2.1.8 Annual expenditures on natural gas-related programs shall be no less than 75%, and no greater than 125%, of the amount of the assessment on the natural gas company. Annual expenditures on electricity-related programs shall be no less than 75%, and no greater than 125%, of the amount of the assessment on the electricity company. For the purposes of this performance benchmark, the assessment amount on the natural gas company will be a running annual average calculated by adding assessment collections from the natural gas company for the Sustainable Energy Trust Fund minus expenditures on "existing natural gas programs" (see CAEA, § 101, (7)) from November 2008 until the beginning of SEU contract year under evaluation. For the purposes of this performance benchmark, the assessment amount on the electric company will be a running annual average calculated by adding assessment collections from the electric company for the Sustainable Energy Trust Fund minus expenditures on "existing electricity programs" and

“temporary electricity programs” (see CAEA, § 101, (5) and (21)) from November 2008 until the beginning of SEU contract year under evaluation.

## **2.2 Performance Incentives**

While the DDOE does not consider the performance incentives in this RFP to be final, bidders should expect the performance incentives in the SEU contract to be very similar to the incentives set forth in this RFP. Bidders may propose alternatives to elements of the performance incentives in this RFP and elements of the performance incentives may be negotiable in SEU contract negotiations. In addition, SEU performance benchmarks, targets, and incentives will be subject to annual (at a minimum) review and revision by approval of both the Contractor and the DDOE. For the purposes of evaluating performance incentives, “year one” of SEU operation will be considered the period of 24 months from the day of SEU contract execution. This extended “year one” allows adequate time for the Contractor to ramp up SEU operations and still have all costs and benefits subject to evaluation. In addition, with permission of the DDOE, start up costs for SEU operations may be amortized over the five-year contract period.

### **2.2.1 Electricity Savings**

- 2.2.1.1 A performance award equal to 5% of Contractor compensation or \$200,000, whichever is more, is set aside as an incentive for superior performance in each year, payable after completion of monitoring and evaluation.
- 2.2.1.1 Incentive and penalties are based on the overall cost to provide efficiency services in terms of cents/kWh saved.
- 2.2.1.1 Each year, the DDOE (in consultation with the Board) and the Contractor will agree upon a target cents/kWh.
- 2.2.1.1 The Contractor is eligible for a performance award starting at - \$0.01/kWh of the target.

### **2.2.2 Natural Gas Savings**

- 2.2.2.1 A performance award equal to 3% of Contractor compensation or \$150,000, whichever is more, is set aside as an incentive for superior performance in each year, payable after completion of monitoring and evaluation.
- 2.2.2.1 Incentive and penalties are based on the overall cost to provide efficiency services in terms of cents/therm saved.
- 2.2.2.1 Each year, the Board and the Contractor will agree upon a target cents/therm.

- 2.2.2.1 The Contractor is eligible for a performance award starting at - \$0.10/therm of the target.

### **2.2.3 Renewable Energy**

For each one (1) MW of Tier I renewable energy installed in the District and incentivized or leveraged by the SEU on an annual basis, the Contractor is eligible for a performance award of \$10,000, capped at \$100,000 for the first year of the SEU contract.

### **2.2.4 Low-Income Housing**

For each 1% in excess of the minimum energy savings in the performance benchmark specified in 2.1.4, the Contractor will receive an award of \$50,000. For example, if 5% of the energy use in the District is attributable to low-income households and 10% of energy savings achieved by the SEU and funded by the Sustainable Energy Trust Fund was derived from improving the energy efficiency of low-income housing in the District, the Contractor would receive an award of \$250,000.

### **2.2.5 District of Columbia-Based Businesses and Labor**

For each 10% increment in excess of the minimum performance benchmark in 2.1.6, the Contractor will receive an award of \$200,000.

## **2.3 Performance Incentives in Implementation Contracts**

The DDOE expects the Contractor will include performance incentives in IC RFPs and implementation contracts to meet performance benchmarks and earn performance awards. In their responses, bidders should detail any experience with similar performance structures. The DDOE is particularly interested in bidders' experiences in encouraging local workforce development and participation through performance incentives.

## **2.4 Societal Benefit Test**

CAEA requires the SEU energy efficiency program portfolio, as a whole, to pass the societal benefit test. A societal benefit-to-cost ratio of 1.0 and greater is considered cost effective. Difficult to calculate benefits are expressed in % adders until greater refinement in calculating those benefits is achieved. Below are the factors in the SEU's societal benefits test:

### **2.4.1 Societal Test Benefits**

- 2.4.1.1 Value of the electrical and natural gas energy and capacity savings, also referred to as avoided costs. Avoided cost calculation should be based on long-term forecasts of wholesale market prices for electricity and natural gas price forecasts.
- 2.4.1.2 For electricity, transmission and distribution benefits including line losses and avoided transmission and distribution construction.
- 2.4.1.3 Natural gas capacity and local delivery benefits (if too costly to calculate, 5% adder to natural gas savings can be used instead).
- 2.4.1.4 Energy market price effects (reduction in wholesale price of electricity and natural gas due to reduced energy demand from wholesale energy markets).

- 2.4.1.5 Adder equal to 10% above benefits (2.4.1.1, 2.4.1.2, 2.4.1.3, and 2.4.1.4) recognizing the benefits of energy efficiency and conservation in addressing risk and uncertainty.
- 2.4.1.6 Non-energy benefits (NEBs) including comfort, noise reduction, aesthetics, health and safety, ease of selling/leasing home or building, improved occupant productivity, reduced work absences due to reduced illnesses, ability to stay in home/avoided moves, and macroeconomic benefits. Adder equal to 10% above benefits (2.4.1.1, 2.4.1.2, 2.4.1.3, and 2.4.1.4) may be used as alternative if calculating NEBs is excessively costly.
- 2.4.1.7 10% adder applied to avoided demand and energy costs for environmental externalities (air and water pollution), to include reductions in green house gas emissions and water pollution, through stormwater runoff solutions.

#### **2.4.2 Societal Test Costs**

- 2.4.2.1 SEU incentives paid to the participant.
- 2.4.2.2 Program and administrative costs.
- 2.4.2.3 Monitoring, evaluation, and other non-incentive costs
- 2.4.2.4 Participant out-of-pocket costs after non-SEU incentives (e.g., federal tax incentives).

### **3.0 SCOPE OF SERVICES**

The SEU was created to become the point-of-contact for energy efficiency and conservation services and renewable energy self-generation in the same way that conventional utilities are the point-of-contact for traditional energy supply. Energy users/consumers will build a relationship with a single organization whose direct interest is to help residents and businesses use less energy, generate their own energy cleanly, serve environmental goals, and lower consumers' conventional energy bills.

#### **3.1 Mission and Objectives**

The Contractor shall manage the day-to-day functions and responsibilities of the SEU. Among the Contractor's chief responsibilities are program research and design, selection of ICs (with DDOE approval), administration of the Implementation Contracts, and oversight to ensure the ICs meet appropriate performance and budgetary targets. Another primary responsibility of the Contractor is to develop and maintain reliable administrative and monitoring procedures that will document its accomplishments, allow evaluation of the effectiveness of its efforts, and provide a basis for program modification.

The Contractor is expected to fulfill the following goals and responsibilities through program designs, RFPs for ICs, and program implementation:

**3.1.1** To be responsive to customers and market forces in implementing and redesigning the programs it delivers;

**3.1.2** To design a portfolio of programs to allow users of all market segments (e.g., residential, commercial, industrial) to participate in the SEU's programs;

**3.1.3** To promote program initiatives and market strategies that address the needs of persons or businesses facing the most significant barriers to participation;

**3.1.4** To promote coordinated program delivery, including coordination with low income weatherization programs, energy efficiency and conservation programs, utility programs, and customer-sited renewable energy programs;

**3.1.5** To coordinate with relevant regional and national energy efforts and markets, including markets for pollution emissions offsets and credits, renewable energy credits, and the PJM capacity market;

**3.1.6** To consider innovative approaches to delivering sustainable energy services, including strategies to encourage third party financing and leveraged customer contributions to the cost of program measures, as consistent with principles of sound program design;

**3.1.7** To offer "one-stop shopping" and be the point-of-contact for sustainable energy services in the District of Columbia;

**3.1.8** To emphasize "lost opportunity" markets, which are sustainable energy measures

that can only be cost-effectively captured at particular times, such as during new construction or extensive remodeling; and

**3.1.9** To emphasize market strategies to deliver services.

The following sections provide the project objectives and define the scope of the Contractor's responsibilities, services, and business functions.

## **3.2 General Administration**

The Contractor shall be responsible for the development and monitoring of its own management and operational systems. This includes: (1) budgeting; (2) financial management; (3) Implementation Contract management; (4) dispute resolution; (5) information technology, data collection, and management; and (6) preparation and submission of required reports.

### **3.2.1 Budgeting**

Subject to Section 1.2.1, DDOE anticipates granting the Contractor considerable discretion to manage its budget within certain parameters that will be embodied in the SEU contract. These parameters are likely to include fund shifting limitations between residential and non-residential energy services, and may include other spending requirements to address equity considerations. These parameters are likely to apply to the five-year budget as a whole, not necessarily to each estimated annual component of the five-year budget.

Included as part of the Annual Green Energy DC Plan (which is described in Section 3.3.2, of this RFP), the Contractor must prepare estimated annual budgets, showing the expected budget for each energy service area for the following calendar year. The Contractor should also include its proposed treatment of unspent budget amounts.

After contract negotiations and at the start of operations, a detailed budget first-year must be developed and provided to the DDOE. This budget should include the following areas: (1) general administration and reporting; (2) management information system ("MIS"), information technology ("IT") development and maintenance; (3) Green Energy DC marketing; (4) strategic market analysis and program design; (5) energy efficiency and conservation service delivery and monitoring, divided into residential and non-residential sectors; (6) customer-sited renewable energy service delivery, divided into residential and non-residential sectors; and (7) any specific startup costs or costs related to the transition to a new Contractor.

### **3.2.2 Financial Management**

Bidders' proposals shall detail the tools and mechanisms they will employ to satisfy the financial management requirements. The Contractor shall develop, implement, and maintain the necessary budgeting, invoicing, expenditure approval, payroll, and financial accounting systems to review, approve, and track budgets, invoices and payments to subcontractors, ICs, and employees. It shall maintain financial and accounting records consistent with general accounting standards. The Contractor shall provide information and documentation required for independent audits, which the DDOE will perform annually.

Consistent with the specific terms of the SEU contract, the Contractor shall prepare and submit detailed documentation and invoices for administrative, management, and program costs to the FA and DDOE for review in order to receive payment. All invoicing data along with proper supporting documentation must be kept by the Contractor and made available to the DDOE and the FA upon request.

### **3.2.3 SEU Contract Management**

The Contractor will solicit, hire and/or contract with all necessary staff and ICs to perform effectively the scope of services outlined in this RFP. The Contractor shall maintain the administrative capability to manage these resources and ensure the completion of each task and sub-task effectively.

### **3.2.4 Dispute Resolution**

In conjunction with the DDOE, the Contractor shall develop protocols according to which it will deal with complaints concerning performance of its responsibilities from Green Energy DC participants, subcontractors, trade allies, and ICs. The protocols shall include notification of their right to appeal to the DDOE. The Contractor shall have 30 days to respond to complaints from, or disputes among, affected persons or entities. After 30 days any unresolved complaints shall be presented to the DDOE. The DDOE reserves the right to resolve any disputes under the SEU contract.

### **3.2.5 MIS, Data Collection and Management, and Information Technology**

The Contractor shall collect and electronically compile data needed to monitor, assess, and evaluate its performance, to report on its activities, and to improve the design and delivery of Green Energy DC programs and services. The Contractor shall develop and maintain an MIS that, at a minimum, is capable of fulfilling its responsibilities described in this RFP. The system should have the ability to produce *ad hoc* reports for periodic information requests from the DDOE, the Board, or the FA.

Data will be the property of the DDOE until such time that SEU/Green Energy DC is incorporated as a non-profit, zero-profit, or similar organization. Data shall be kept in a relational database format by the Contractor and be organized in such a way that a third party could easily utilize necessary information for performing assessment tasks. Information in this system should include, but not be limited to, tracking data on Green Energy DC customers, program services, general program operation, and financial and management data. In the future, the DDOE may request that the Contractor collect and maintain additional specific data elements for the purposes of reporting and evaluation.

The types of CPUs, storage peripherals, communication devices, network equipment, software, printers and any other products necessary for SEU data processing shall be chosen by the bidder, in consultation with the DDOE. The acquired equipment and IT services must have the capabilities necessary to perform the tasks set forth in this RFP, and shall be configured so that additional elements can be added without undue hardship, cost, or difficulty. All data systems developed by the Contractor should conform to established Department standards and information must be transferrable to the DDOE for further

analysis, maintenance, or archiving purposes.

#### **3.2.5.1 Managing Customer Data and Competitively Sensitive Information**

The Contractor shall develop and maintain protocols that provide appropriate privacy protections in the collection, processing, storage and retrieval of information that is participant-specific. Additional protocols for competitively sensitive information must be developed and maintained so that such information is protected and no ICs are provided unfair competitive advantages.

#### **3.2.5.2 Administrative and Financial Data**

The Contractor shall keep records of administrative and financial data consistent with the needs outlined in the scope of services section of this RFP and with Generally Accepted Accounting Principles ("GAAP") as defined by both the Governmental Accounting Standards Board and the Financial Accounting Standards Board. This includes systems to track general project management, invoicing, payroll and subcontractor payments, and the ability to promptly produce the necessary reports for monitoring these duties.

### **3.2.6 Required Reports**

The Contractor shall prepare and submit Monthly, Quarterly, and Annual Reports. The contents of these reports as well as the entities that are to receive each of them are described below. The Contractor, DDOE, and the Board will jointly develop standard formats for each report after execution of SEU contract. The Contractor shall establish reporting procedures required of the ICs necessary for the preparation of the Monthly, Quarterly, and Annual Reports.

#### **3.2.6.1 Monthly Reports**

The Contractor will prepare and submit Monthly Reports to the DDOE and the FA. These reports shall include: (1) actual expenditures for administrative, IT, and service delivery costs compared to the budget amounts; (2) energy savings estimates in energy units and dollar amounts for the SEU; (3) customer-sited renewable energy development estimates in energy units and dollar amounts; and (4) program participation data. Monthly Reports include numerical data that documents progress toward achieving the SEU's overall targets and are considered to be activity monitoring reports.

#### **3.2.6.2 Quarterly Reports**

The Contractor will prepare and submit Quarterly Reports to the DDOE, the Board, and the FA. Quarterly Reports shall include: (1) actual expenditures for administrative, information technology, and service delivery costs compared to the annual component of the approved budget; (2) an SEU balance sheet; (3) a report of progress made towards achieving energy savings and customer-sited renewables targets, and other agreed-upon indicators of performance; (4) a summary of activity highlights for the quarter; and (5) a summary of any significant implementation issues and changes or anticipated changes in implementation strategies and services.

### **3.2.6.3 Annual Reports**

The Contractor will prepare and submit Annual Reports to the DDOE, the Board, and the FA. Annual Reports shall include: (1) actual expenditures for administrative, information technology, and service delivery costs, compared to the annual component of the approved budget; (2) a detailed financial report for the SEU; (3) a summary of progress and highlights for the year, including any significant changes in strategies or services and indirect savings acquisition activities; (4) a report of progress toward achieving targets, and other agreed-upon indicators of performance; and (5) annual savings and customer-sited renewable energy estimates (expressed in energy units and dollar amounts) with supporting data.

### **3.2.6.4 Information Requests**

The Contractor will respond in a timely and complete manner to any information requests regarding program budgets, expenditures, savings, and activities submitted by the DDOE, the Board, or the FA.

## **3.3 Service Planning, Operations and Implementation**

The Contractor shall be required to research, plan, manage, oversee, and implement services to meet performance benchmarks and other goals specified by the DDOE.

### **3.3.1 Program Research and Design**

The Contractor shall undertake a comprehensive resource analysis (“Analysis”) to support program planning for the SEU. The Analysis shall include energy use assessments, population and economic growth estimates, energy consumption forecasts, trend analyses in regional energy efficiency, and assessments of the technical, economic, and market potential for energy efficiency, conservation and customer-sited renewable energy in the District. The comprehensive resource analysis shall assess:

- Energy end-user markets, including electricity end-uses, natural gas end-uses, green buildings development, completed weatherizations for low- and moderate-income residents, and other affordable energy services;
- Energy end-user demographic sectors, including low-income, residential, commercial, industrial, and transportation sectors; and
- Energy end-use equipment, including appliances, lighting, heating, cooling, industrial processes, and technologies and strategies affecting building envelope performance.

Using the results from this Analysis, the Contractor shall select markets, end-users, and end-use equipment and develop a comprehensive suite of program designs. Each program design must specify, at minimum, program goals, performance targets, an estimated budget, an implementation strategy, and an evaluation strategy. The Contractor is not required to design or initiate all programs at once, but it must demonstrate how each program fits within the Contractor’s overall strategy to meet performance benchmarks and incentives as well as the long-term goals of Green Energy DC. The Contractor will have

primary responsibility for the development and revision of its service offerings, including discontinuing existing services and offering new services, when appropriate, in consultation with the DDOE.

### **3.3.2 Transition and Ramp-Up Period**

CAEA prescribes a four-year transition period in which DDOE and the electric company continue to operate energy efficiency and renewable energy programs as the funding for the SEU increases on an annual basis. During this transition period, all energy efficiency, conservation and renewable energy programs authorized by the District will be operated under the umbrella of Green Energy DC. Coordinating the marketing of Green Energy DC during (and after) will be one of the tasks of the Contractor. By the end of the fourth year of the SEU contract, all energy efficiency, conservation and renewable energy programs authorized by the District will be operated by the Contractor.

The electric company, Pepco, will administer its energy efficiency programs until end of the 2011 fiscal year, when the funding for programs authorized by CAEA ends. During the final year of Pepco's efficiency programs, the Contractor shall plan and coordinate with Pepco for the termination of their programs. Within nine months of SEU contract execution, the Contractor and DDOE shall begin planning for the termination of DDOE administration of programs. The DDOE plans to work closely with the Contractor on the coordination of offering energy services to DC residents.

The ramp-up of funding for Sustainable Energy Trust Fund ("SETF") is \$7.5 million for 1st year of SEU operation, \$15 million for the 2nd year, \$17.5 million for the 3rd year, and \$20 million for the 4th year.

#### **3.3.2.1 Programs Administered by DDOE**

Eleven programs are currently administered by DDOE with funding from the Sustainable Energy Trust Fund. For more information on these programs, see [www.green.dc.gov](http://www.green.dc.gov) or call (202) 673-6700. With the exception of Saving Energy in D.C. Schools Program and the Renewable Energy Incentives Program, the following are residential energy efficiency programs.

{Insert list of from Industry Day handout. }

#### **3.3.2.2 Programs Administered by Pepco**

Five programs are currently administered by Pepco with funding from the Sustainable Energy Trust Fund. For more information on Pepco's energy efficiency programs, see <http://www.pepco.com/energy/conservation/dcprogram/> and [www.pepco.com/business/services/programs/overview/](http://www.pepco.com/business/services/programs/overview/).

{Insert list of from Industry Day handout. }

### **3.3.3 Packaged Services**

A goal of the SEU is that by the end of the transition period, Green Energy DC's programs should provide packaged services. Rather than simply providing the most cost-effective or easiest-to-provide energy services, packaged services are designed to provide customers with as many relevant end-use services at once, each time the Contractor or the ICs have

contact with a customer. Important aspects of delivering these packaged services include:

- 3.3.3.1 Ensuring consistent and effective service designs;
- 3.3.3.2 Using creative and effective marketing strategies; and
- 3.3.3.3 Providing accessible and widespread program delivery.

#### **3.3.4 Annual Plan**

The Contractor will undertake research on a periodic basis to: assess the resources and market needs for sustainable energy services in the District; assess the impacts and effectiveness of SEU programs; and review the services offered and their effectiveness for the purpose of improving and modifying service designs. The Contractor, the DDOE, and the Board will use this research to make adjustments to performance benchmarks; to reassess targeted markets, end users, and end uses; and to recommend further policy initiatives for consideration by Council. Using this research, the Contractor shall prepare and submit an Annual Plan to the DDOE, Board, and FA. The Annual Plan will summarize the SEU's market intervention strategies, service offerings, emerging markets initiatives, and other planned implementation activities, including competitive solicitations, for the coming year.

#### **3.3.5 Administration of Implementation Contracts**

With the exception of education and public outreach programs, which the Contractor may implement itself with approval of the DDOE, all other SEU programs are expected to be delivered by competitively selected ICs. Implementation Contractors (ICs) are the entities competitively contracted by the SEU to implement specific programs and services. Implementation Contracts are agreements, in various forms, with ICs for the provision of services to Green Energy DC customers. Any entity, including individuals, electricity or gas utilities, businesses, non-profit corporations, and local governments, in the District, may bid for an Implementation Contract. Affiliates of the Contractor are prohibited on bidding for implementation contracts. In general, Implementation Contracts should have a term of 12 months. In order to ensure program continuity during a transition to a new Contractor, Implementation Contracts established in the last year of an SEU contract should last up to six (6) months beyond the SEU contract termination date.

##### **3.3.5.1 IC RFPs**

The Contractor shall establish rules, in consultation with the DDOE, to guide the execution of IC RFPs. Fair bid solicitation and selection processes will be of particular concern to the DDOE. The Contractor will be responsible for selecting winning IC bids. RFPs for competitively bid Implementation Contracts should include provisions for performance-based incentives as appropriate to ensure that program targets are achieved or exceeded. The DDOE expects the competitive selection of ICs by the Contractor will be undertaken in several different ways.

##### **3.3.5.1.1 Open IC RFPs**

Open IC RFPs require ICs to enter into contracts with the Contractor to provide services to customers of Green Energy DC but the contract is not exclusive rather, the number of ICs is unlimited. Open IC RFPs are most

appropriate when multiple entities that provide a certain service pre-exist the establishment of the IC RFP and District residents and businesses are accustomed to choosing service providers in a competitive environment. An example of an open IC RFP would be an RFP where solar installers that are required to agree to certain business practices, in a contract with the Contractor, in order for the installers' customers to be eligible to receive a Green Energy DC incentive.

#### **3.3.5.1.2 Semi-Exclusive IC RFPs**

Semi-Exclusive IC RFPs are appropriate when only a limited number of ICs are practical or when limiting the number of ICs will enable the provision of services at a more affordable cost. An example of a semi-exclusive IC RFP is an RFP that solicited up to five firms to provide weatherization services at a specified price. Because of the extensive certification process required for these ICs, an unlimited number of ICs for this service would be impractical.

#### **3.3.5.1.3 Exclusive IC RFPs**

Exclusive IC RFPs are appropriate when only one provider of service is required. An IC RFP issued for an appliance rebate processor is an example where only one IC is practical.

#### **3.3.5.2 Alternatives to RFPs**

RFPs are the preferred tool for selecting ICs. However, the Contractor may propose alternative methods for selecting ICs. If an IC is not successfully selected through the RFP bidding process, the Contractor may implement its own program delivery process subject to approval by the DDOE.

#### **3.3.5.3 IC Performance**

The Contractor shall develop appropriate mechanisms to accurately evaluate, monitor, and verify program performance and IC performance. The Contractor should conduct site visits and review the files of the ICs as necessary to ensure contract compliance. RFPs for competitively bid Implementation Contracts should include provisions for performance incentives as appropriate to ensure that program targets are achieved or exceeded.

#### **3.3.5.4 IC Contracting Procedures**

Since the SEU is not a District entity, the Contractor will not be required to adhere to District contracting procedures when engaging ICs. Nevertheless, contract agreements with ICs must be consistent with prudent business practices, employ fair employment practices and include adequate insurance coverage for all subcontractors. The Contractor shall promote the participation in the IC selection process of Certified Business Enterprises (CBEs) (formerly Local, Small and Disadvantaged Business Enterprises (LSDBEs). The Contractor shall develop and implement procedures to assign, monitor, review, and approve completed work, and to ensure ICs are compensated in a timely manner.

### **3.3.5.5 IC Workforce Training**

The Contractor shall actively support District-based energy efficiency and renewable energy workforce training programs. This support shall include activities such as collaboration with educational institutions to identify training needs, input into curriculums, and sponsorship of seminars, recruitment fairs, and related educational activities.

### **3.3.5.6 Qualification and Certification of ICs Workforce**

Within 90 days of the SEU contract execution, the Contractor shall identify local workforce training programs that will assist ICs to qualify for Implementation Contracts and develop a resource guide for potential ICs that will list workforce training requirements, educational opportunities, and related information that will assist potential ICs in responding to RFPs.

## **3.4 Monitoring and Evaluation**

The Contractor will be responsible for collecting data that allows for the monitoring, assessment, and evaluation of program performance by the Contractor, DDOE, and Board. The Contractor should avoid excessive expenditures on evaluation activities for internal Contractor purposes. Within nine months of SEU contract execution, the Contractor must develop data collection protocols that facilitate monitoring and evaluation and are approved by the DDOE.

### **3.4.1 Monitoring and Evaluation by DDOE**

The CAEA requires the DDOE to commission an annual independent review of the performance and expenditures of the SEU and report the results of this review to the Board and Council within 6 months of the conclusion of each year of the SEU contract. The law also allows up to \$100,000 of SETF funds to be used for the independent review. The SEU contract will require the Contractor to cooperate fully with the independent review. DDOE will develop monitoring and evaluation protocols in consultation with Board and the Contractor.

### **3.4.2 Technical Reference Manual**

The Technical Reference Manual (“TRM”) is a regularly-updated, comprehensive list of all measure and program assumptions used in determining measure and program cost-effectiveness. The Contractor will develop and continue to update the TRM so that it contains current documentation on all measure and program assumptions. When available and in consultation with DDOE, the Contractor shall use regional databases, such as the TRM in development by the Northeast Energy Efficiency Partnerships

## **3.5 Program Marketing and Education**

The Contractor shall develop and implement a public and consumer information strategy to: (1) promote customer participation in and market awareness of SEU services; (2) increase consumer awareness and understanding of the benefits of energy efficiency and renewable energy both for participants and non-participants; and (3) increase consumer demand for SEU services; and (4) affect consumer decision-making in consumer-driven energy efficiency choices. When appropriate, the Contractor will develop and implement energy education and technical training services and initiatives in cooperation with District educational institutions.

The DDOE is responsible for maintaining the web portal, [www.green.dc.gov](http://www.green.dc.gov). The contractor shall develop and maintain all website content for SEU activities. The Contractor will coordinate with the DDOE on the SEU website's content interface with [www.green.dc.gov](http://www.green.dc.gov).

### **3.6 Funding for the SEU**

The CAEA created the Sustainable Energy Trust Fund (SETF) which is funded by assessments on the natural gas and electric companies. The law authorizes SEU funding in amount of \$7.5 million for 1st year, \$15 million for 2nd year, \$17.5 million in 3rd year, and \$20 million in 4th year. The SEU contract may also be funded by federal funds, private funds, and other District funds. A portion of the funds available to the SEU from the SETF may go to DDOE for administration of the SEU contract.

#### **3.6.1 Special Purpose Bonds**

The SEU, through the Bond Underwriter and Bond Counsel selected by DDOE, may raise a series of special purpose bonds, tax-exempt if eligible. Any such bond monies shall only be used to fund the Contractor and its ICs to meet SEU responsibilities including administrative costs and overhead, implementation costs including the cost of contracting ICs, operating expenses, and incentive costs. Bond monies will not fund the FA, or internal DDOE responsibilities or staff, or Board expenses. Any and all bond monies will be held and disbursed by the FA. The District's general funds shall not be liable for the repayment of the special purpose bonds, tax-exempt if eligible, by the DDOE on behalf of the SEU.

#### **3.6.2 RECs and SRECs**

With approval from DDOE, the Contractor may obtain Renewable Energy Certificates ("RECs") and Solar Renewable Energy Certificates ("SRECs") on behalf of Green Energy DC customers. The Contractor would provide a service to customers by negotiating the wholesale price for RECs and SRECs for Green Energy DC customers, using its ability to aggregate customer-sited renewable energy.

#### **3.6.3 PJM Capacity Market**

The Contractor shall maximize the revenue available from selling energy efficiency capacity into PJM's capacity market. The DDOE's preferred method for the SEU to participate in the capacity market is for the SEU to sell the energy efficiency capacity into the market versus allowing Implementation Contractors to include PJM capacity market benefits as part of their bids.

### **3.7 DDOE Property**

Any logos, trademarks, databases, copyrighted material or material eligible for copyright, physical equipment, computer software purchased or developed with SEU monies, surveys, survey results, program designs, and any SEU work product determined by the DDOE and the Board to be necessary to the success of SEU programs will be the property of DDOE and used only with permission of the DDOE and the Board. The Contractor shall be required to transfer such items to the winning bidder of a future Contractor RFP.

### **3.8 Coordination With Sustainable Energy Programs in Nearby Jurisdictions**

With approval from DDOE, the Contractor may coordinate marketing and educational initiatives with entities operating sustainable energy programs in adjacent or nearby jurisdictions.

### **3.9 Contractor Tasks**

The Contractor shall undertake the following tasks in the execution of the SEU Contract.

- 3.9.1** Manage the day-to-day functions and responsibilities of the SEU;
- 3.9.2** Undertake a comprehensive resource analysis to support program planning for the SEU upon execution of SEU contract;
- 3.9.3** Design a portfolio of programs to allow users of all market segments (e.g., residential, commercial, industrial) to participate in the SEU's programs and meet performance benchmarks;
- 3.9.4** Offer "one-stop shopping" and be the point-of-contact for sustainable energy services in the District of Columbia;
- 3.9.5** Coordinate program delivery, including coordination with low income weatherization programs, energy efficiency and conservation programs, utility programs, and customer-sited renewable energy programs;
- 3.9.6** Undertake research on a periodic basis to: assess the resources and market needs for sustainable energy services in the District; assess the impacts and effectiveness of SEU programs; and review the services offered and their effectiveness for the purpose of improving and modifying service designs;
- 3.9.7** Coordinate the marketing of Green Energy DC programs during the transition period.
- 3.9.8** Develop and implement a public and consumer information strategy to: (1) promote customer participation in and market awareness of SEU services; (2) increase consumer awareness and understanding of the benefits of energy efficiency and renewable energy both for participants and non-participants; and (3) increase consumer demand for SEU services; and (4) affect consumer decision-making in consumer-driven energy efficiency choices;
- 3.9.9** Develop and maintain all website content for SEU activities;
- 3.9.10** Prepare annual budgets for the SEU;
- 3.9.11** Solicit, hire and/or contract with all necessary staff and ICs to perform effectively the scope of services outlined in the SEU Contract;
- 3.9.12** Select ICs (with DDOE approval), and administer Implementation Contracts, and manage ICs to meet appropriate performance and budgetary targets;

- 3.9.13** Establish rules, in consultation with the DDOE, to guide the execution of IC RFPs.
- 3.9.14** Develop and implement procedures to assign, monitor, review, and approve completed work, and to ensure ICs are compensated in a timely manner.
- 3.9.15** Develop appropriate mechanisms to accurately evaluate, monitor, and verify program performance and IC performance.
- 3.9.16** Develop and maintain reliable administrative and monitoring procedures that will document its accomplishments, allow evaluation of the effectiveness of its efforts, and provide a basis for program modification;
- 3.9.17** Develop and maintain an MIS that, at a minimum, is capable of fulfilling its responsibilities described in this RFP;
- 3.9.18** Develop and maintain protocols that provide appropriate privacy protections in the collection, processing, storage and retrieval of information that is participant-specific;
- 3.9.19** Keep records of administrative and financial data consistent with the needs outlined in the scope of services section of this RFP and with Generally Accepted Accounting Principles ("GAAP");
- 3.9.20** Prepare and submit Monthly, Quarterly, and Annual Reports;
- 3.9.21** Support District-based energy efficiency and renewable energy workforce training programs;
- 3.9.23** Develop and update the TRM so that it contains current documentation on all measure and program assumptions; and
- 3.9.24** Maximize the revenue available from selling energy efficiency capacity into PJM's capacity market.

#### **4.0 CONTRACTOR COMPENSATION**

The DDOE has not predetermined a particular compensation model and will allow bidders to explain in detail how the Contractor will be compensated in their proposal. Possible compensation models include:

- Time and materials based on an annual fee, a per-participant fee, or a management fee.
- Costs (to include equipment) plus a fixed fee.

Bidders may propose that more than one type of compensation model be used or propose a different model than the ones cited above.

DRAFT

## **5.0 RESPONSE FORMAT AND PROPOSAL REQUIREMENTS**

Bidders are required to present their proposals in accordance with this Section. Proposals should be prepared simply and economically to provide a concise description of the bidder's approach and capabilities for satisfying the required services outlined in this RFP. Bidders should address any and all anticipated difficulties and/or problem areas along with potential approaches to their resolution.

### **5.1 Organizational and Management Capability**

Bidders are required to demonstrate the capability of their company/organization to perform the services described in this RFP. Two or more companies/organizations may team up on one bid. The Contractor is required to maintain a physical office within the District staffed by key Contractor personnel.

#### **5.1.1 Bidder Qualifications and Experience**

Bidders shall describe their firm and/or team's experience and capabilities in program design, market research, managing multiple implementation contracts, planning and administering energy services, establishing data collection protocols, energy savings data analysis, maintaining a TRM, coordinating the transition to a new Contractor, and delivering and implementing energy services.

#### **5.1.2 Qualifications and Experience of Key Personnel**

Bidders shall identify key personnel to be assigned to this project, describe their primary responsibilities, and include résumés that describe the individuals' experience and qualifications related to the functions they are expected to perform with the Contractor. Bidders should also provide an estimate of assigned hours of key personnel on the project by task set forth in the Scope of Services.

#### **5.1.3 Client References**

Bidders should provide references from previous (or current) clients for whom they have performed projects that are relevant to the Scope of Services. References should include specific services provided, company name and location, contact name, contact title, telephone number and, where available, email address. In the event the bidder is forming a new organization to bid on this proposal, the bidder should provide relevant references for key staff members.

#### **5.1.4 Financial Information Requirements**

Bidders shall demonstrate that they have the financial resources to perform the proposed work and must provide three (3) years of financial statements for their organization and any significant subcontractors, which should include a profit and loss statement, a cash flow statement, and a balance sheet (e.g., SEC form 10-K is acceptable). A non-profit entity shall provide adequate information comparable to the information required above, that allows an assessment of financial status and capability. In the event a bidder is forming a new organization to bid on this proposal, the bidder should provide comparable documents from investors, partners, and/or principals.

#### **5.1.5 Management Structure**

In this section, bidders shall describe the business structure under which they typically operate (i.e., for-profit corporation, not-for-profit corporation, partnership, etc.). If a new organizational structure is planned by a bidder for operation of the SEU, that structure should be described fully and clearly.

## **5.2 General Administration Budget Information**

Bidder shall propose a general administration for the first year of the SEU contract. The purpose of this subsection is to provide a basis for the DDOE to evaluate bidders' budgeting capabilities and to identify clearly the portion of the SEU budget allocated to General Administration.

## **5.3 IT Budget Information**

Although IT might normally be included with other General Administration costs, bidders should separate IT costs in their proposals to an assessment of the comparative costs of different IT system proposals relative to the IT services those systems will provide. IT expenses should be divided, at a minimum, into hardware, software, and system management costs.

## **5.4 Marketing and Consumer Information Strategy**

Bidders shall describe, in general, a public education and marketing strategy to promote awareness of, and participation in, Green Energy DC's services. Bidder should include a description of marketing strategy to hard to reach market segments such as low-income residents and small businesses. Bidders should also highlight relevant experience, particularly successful approaches they have applied.

## **5.5 Proposed Green Energy DC Program Portfolio**

Based on Sections 1.0 to 4.0 of this RFP, bidders shall propose a portfolio of programs for Green Energy DC over the five (5) year SEU contract period. The intent of this section is not solicit a fully developed program portfolio, but rather is an opportunity for the bidder to demonstrate their experience in program design, comprehension of the goals of Green Energy DC, and to demonstrate innovative thinking. Description of proposed programs should be brief with the exception of that any innovative program designs and/or market transformation strategies.

Bidders should also highlight package service offerings and other methods to maximize energy savings for each Green Energy DC customer. Greater weight will be given to bidders who can demonstrate the ability to establish package service programs. An example of a package service is a program that uses a whole-house approach enabling a customer to maximize energy savings, realize any renewable energy potential, and avoid lost opportunities. Another example is a particular program that might not pass the societal test but is very popular with the public and this program allow the SEU to market more cost-effective programs once customer contact is made.

Bidders are also invited to highlight innovative program designs and market transformation strategies that are particularly appropriate for the District energy users. In addition, bidders may highlight programs that address market segments such as rental properties that are often underserved by energy efficiency and renewable energy initiatives.

## **5.6 Experience with Alternative Funding Approaches**

Bidders shall describe any experience shared-savings models, shared RECs/SRECs models, or other relevant funding approaches to fund the SEU. Bidders shall also detail relevant experience with use of bonding instruments to fund energy programs.

#### **5.7 Unique Assets**

Bidders are invited to describe specific unique capabilities and resources that they bring to the delivery of energy services. Examples might include specific MIS skills, financing capabilities, proven marketing experience, and experience developing partnership and/or co-marketing approaches to energy efficiency, conservation and renewable energy promotion.

DRAFT

## **6.0 PROPOSAL EVALUATION**

### **6.1 Selection Process**

Bidder proposals will be initially evaluated by an RFP Screening Committee ("Committee") consisting of the DDOE personnel and other public or private individuals chosen by the Office of Energy. The Committee will rank bidder proposals using a percentage weighting system (see the table in section 6.2). Each section is given a percentage weight, and within each section, individual items have been ordered according to their importance. Each proposal will be scored individually. Once the proposals are evaluated, the Committee will interview up to five bidders with the highest ranking scores and assess each bidder's ability to perform the tasks outlined in their proposals.

Based on the interview/oral presentation, the Committee may revise their ranking of the proposals. The Committee will submit its review to the DDOE with a recommendation on the candidates.

The Committee's recommendation will not be binding on the DDOE. The DDOE will review the Committee's recommendation and may, at its sole discretion, choose to further review and evaluate any and/or all bidder proposals before making the final decision or make no decision and rebid the same RFP or an amended RFP.

### **6.2 Evaluation Criteria**

The RFP Screening Committee and the DDOE will base their evaluation of bids on the following three basic criteria: Organizational and Management Capability, 70%; Proposed SEU Program Portfolio, 15%; and Marketing and Consumer Information Strategy, 15%.

The following table summarizes the evaluation criteria.

<b>Description</b>	<b>Percentage</b>
<b>1. Management Proposal and Experience</b> <ul style="list-style-type: none"><li>– Organizational and Management Capability</li><li>– Bidder Qualifications and Experience</li><li>– IC management plan</li><li>– Data collection protocols</li><li>– Budgeting and financial management</li><li>– IT budget and proposal</li><li>– Experience in program design, innovative program development, and portfolio development</li><li>– Experience with bond instruments</li></ul>	<b>70%</b>

<b>2. Proposed SEU Program Portfolio</b> <ul style="list-style-type: none"> <li>– Innovative program proposals</li> <li>– Package Service offerings</li> <li>– Lost-opportunity markets</li> <li>– Probability of achieving or exceeding stated energy savings and renewable energy development benchmarks</li> <li>– Overall strategic approach and design</li> <li><input type="checkbox"/> Use of local resources</li> </ul>	<b>15%</b>
<b>3. Marketing and Consumer Information Strategy</b> <ul style="list-style-type: none"> <li>– Successful approaches</li> <li>– Innovative proposals</li> <li>– Strategy to hard-to-reach market segments</li> </ul>	<b>15%</b>
<b>Total</b>	<b>100%</b>

DRAFT

## **7.0 INSTRUCTIONS FOR BIDDERS AND RFP RULES**

### **7.1 RFP Responses Due Date and Schedule**

Responses are due for this RFP on \_\_\_\_\_, 2010 by no later than 4:30 p.m. EDT. Other important dates for this RFP are listed below.

RFP Released on:	February 23, 2010
Bidder's conference	, 2010
Statement of Intent	, 2010
Questions Submitted	, 2010
Questions Answered	, 2010
RFP Due Date	, 2010
Bidder Presentations	, 2010
Contract Negotiations	, 2010
Contract Execution	, 2010

### **7.2 Bidder's Conference and Questions to the DDOE**

The DDOE will hold a mandatory Bidder's Conference on \_\_\_\_\_, 2009 at 10:00 a.m. at the \_\_\_\_\_ – Conference Room. A call-in number will be provided for those who cannot attend the conference in person. Bidders may ask questions in writing or email until \_\_\_\_\_, 2009. Questions should be addressed to the Dr. Taresa Lawrence as shown in section 7.5 below. Responses will be provided by \_\_\_\_\_, 2009. The DDOE response to each question will be compiled into one document listing questions and answers. The DDOE will send this completed question and answer document to all persons and organizations who have submitted "Intent to Respond" forms and also post them on the DDOE and SEU websites.

### **7.3 Statement of Intent to Respond**

All that intend to respond to the RFP should submit the "Intent to Respond" form below by \_\_\_\_\_, 2009. The Intent to Respond form is not mandatory but will be useful for the DDOE to gauge the potential number of RFP respondents.

### **7.4 Bidder Presentations and Negotiations**

Up to five proposals may be selected for an interview and the bidder may be requested to provide a presentation on their proposal. Based on the interview and presentation, the Committee may revise their ranking of the proposals. The DDOE will conduct negotiations with the winning bidder.

### **7.5 Proposal Delivery**

Bidders should provide an electronic version and deliver two original hard copies and \_ copies of their proposals to:

Dr. Taresa Lawrence  
District Department of the Environment  
Energy Office  
Frank D. Reeves Municipal Center  
2000 14th Street, NW, 300 East  
Washington, DC 20009

## **7.6 Bidder Contacts**

The proposal should provide the name, title, address, telephone number, facsimile number and email of the bidder contact person(s) responsible for clarifying proposal content and for approving any agreement (or agreement amendment) with the DDOE.

## **7.7 Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

## **7.8 Proprietary Information**

Bids will be treated as proprietary except for summaries prepared by the DDOE. Bid summaries will be based on the following:

- Each bidder's submissions of compliance with the Mandatory Requirements in section 1.5
- Each bidder's submissions regarding the defined Scope of Services of the contract.

The filing of proprietary information is permitted and expected. However, bidders must comply with the following procedures in relation to submitted proprietary information. If a bidder believes it necessary to include proprietary material in a bid, all such materials must be submitted in a separate sealed envelope and marked "CONFIDENTIAL."

It will not be sufficient for bidders to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Particular pages or sections which a bidder believes to be proprietary or of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. A convincing explanation and rationale sufficient to justify exemption must accompany the proposal and must conform to the District's FOIA Regulation found at \_\_\_\_\_. Bidders shall understand and agree that final discretion to release summary information on bids rests with the Secretary of the Department.

Summaries of bids complying with the RFP will be open for public review. Any interested person or party may review the summaries at the DDOE's office between the hours of 9:00 AM and 4:00 PM for a specified period. Summaries will also be posted on the Green Energy DC website, [www.green.dc.gov](http://www.green.dc.gov).

## **7.9 Proposal Costs and Expenses**

The DDOE will not pay any costs incurred by any bidder associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at bidder's conference, system demonstrations or negotiation process.

## **7.10 Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through \_\_\_\_\_, 2010. DDOE reserves the right to ask for an extension of time if needed.

### **7.11 Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, bidder name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

### **7.12 Proposal Opening**

DDOE will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of DDOE personnel. Any unopened proposals will be returned to the submitting bidders.

There will be no public opening of proposals but a public log will be kept of the names of all organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing bidders prior to contract award.

### **7.13 Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOE.

### **7.14 Concise Proposals**

The DDOE discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The DDOE's interest is in the quality and responsiveness of the proposal.

### **7.15 Realistic Proposals**

It is the expectation of the DDOE that bidders can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable. The DDOE shall bear no responsibility or increase obligation for a bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

### **7.16 Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for DDOE and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor's systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Further, the prime contractor vendor shall be and remain liable for all damages to

the District caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor. Multi-vendor proposals must be a consolidated response with all cost included in the cost summary.

#### **7.16.1 Prime Contractor**

The DDOE expects to negotiate and contract with only one prime contractor. The DDOE will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime contractor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with the District as a result of this procurement. Payments to any-subcontractors are the sole responsibility of the prime contractor (awarded contractor).

#### **7.16.2. Sub-Contracting**

The prime contractor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal. **The prime contractor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.**

#### **7.16.3. Multiple Proposals**

A prime contractor may not participate in more than one proposal in any form. Subcontracting vendors may participate in multiple joint venture proposals

### **7.17 Discrepancies or Omissions**

Bidders are fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of bidder.

### **7.18 Right to Reject Proposals**

The DDOE reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the DDOE's specifications or bidder's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed.

### **7.19 Amendment or Cancellation of RFP**

The DDOE reserves the right to void an application if the information requested is not received within the prescribed timeframe or is inadequate or incomplete. The DDOE reserves the right to amend or cancel this RFP at any time.

### **7.20 Right to Cancel the Solicitation**

The DDOE reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The DDOE makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the DDOE. A bidder's participation in this process may result in the DDOE selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DDOE to execute a contract nor to continue negotiations. The DDOE may terminate negotiations at any time and for any reason, or for no reason.

#### **7.21 Right to Award Multiple Source Contracting**

The DDOE may award a contract for a particular professional service to two or more bidders if the DDOE makes a determination that such an award is in the best interest of the SEU.

#### **7.22 Notification of Withdrawal of Proposal**

A bidder may modify or withdraw its proposal by written request, provided that both proposal and request is received by the DDOE prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further. Proposals become the property of the DDOE at the proposal submission deadline. All proposals received are considered firm offers at that time.

#### **7.23 Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the DDOE's website at [www.green.dc.gov](http://www.green.dc.gov). The DDOE is not bound by any statement related to this RFP made by any District employee, contractor or its agents.

#### **7.24 Exceptions to the RFP**

Any exceptions to the RFP, or the Department's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

#### **7.25 Award of Contract**

The final award of a contract is subject to approval by the DDOE. The DDOE has the sole right to select the successful bidder(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a bidder of the acceptance of its proposal by the DDOE and the subsequent full execution of a written contract will constitute a contract, and no bidder will acquire any legal or equitable rights or privileges until the occurrence of both such events.

## **8.0 Contract Terms and Conditions**

### **8.1 General Information**

**8.1.1** The selected bidder will be required to enter into a written agreement with the DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

**8.1.2** The selected bidder or bidders will be expected to enter negotiations with the DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected bidder's response to this RFP will be incorporated as part of any formal contract.

**8.1.3** The contract will most likely be supplemented with the bidder's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations. A copy of the standard contract is located in Appendix C, which is provided for illustrative purposes and may be modified during contract negotiations.

**8.1.4** If the bidder to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another bidder. Such bidder shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

### **8.2 Collusion or Fraud**

Any evidence of agreement or collusion among bidder(s) and prospective bidder(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such bidder(s) void. By responding, the bidder shall be deemed to have represented and warranted that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process; and that no employee or official of the District participated directly or indirectly in the bidder's proposal preparation.

Advance knowledge of information which gives any particular bidder advantages over any other interested bidder(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

### **8.3 Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Bidders found to be lobbying, providing gratuities to, or in any way attempting to influence a District employee or agent of the District concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected bidder will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a

commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the DDOE shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with District employees, contractors or agents of the District concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

#### **8.4 Solicitation of District Employees**

Until contract award, bidders shall not, directly or indirectly, solicit any employee of the District to leave the District's employ in order to accept employment with the bidder, its affiliates, actual or prospective contractors, or any person acting in concert with bidder, without prior written approval of the District's contracting officer. Solicitation of District employees by a bidder may result in rejection of the bidder's proposal.

This paragraph does not prevent the employment by a bidder of a District employee who has initiated contact with the bidder. However, District employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Bidders may not knowingly employ a person who cannot legally accept employment under state or federal law. If a bidder discovers that they have done so, they must terminate that employment immediately.

#### **8.5 General Contract Terms**

##### **8.5.1 Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

##### **8.5.2 Licenses and Permits**

In performance of the contract, the bidder will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations concerning licenses and permits. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful bidder. The bidder shall be properly licensed and authorized to transact business in the District as provided in \_\_\_\_\_.

Prior to receiving an award, the successful bidder shall either furnish the District with proof of District of Columbia Business Licensure or initiate the process of application where required.

Failure to comply with the District licensing requirements may subject bidder to applicable fines and/or interest penalties.

### **8.5.3 Penalties**

The DDOE may include in the final contract penalty provisions for non-performance, such as liquidated damages.

### **8.5.4 Termination for Cause**

If for any reasons, or through any cause, the Bidder fails to fulfil in timely and proper manner his obligations under the contract, or if the Bidder violates any of the covenants, agreements or stipulations of the contract, the DDOE shall thereupon have the right to terminate the contract by giving written notice to the Bidder of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Bidder under the contract shall become the property of the District, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOE.

### **8.5.5 Termination for Convenience**

The DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall become the property of the District, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the DDOE. If the contract is terminated by the DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

### **8.5.6 Non-Discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

### **8.5.7 Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission

or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **8.5.8 Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the DDOE and the successful vendor shall constitute the contract between the DDOE, SEU and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DDOE and the vendor.

#### **8.5.9 Applicable Law**

The laws of the District shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the District.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the District;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;
- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the DDOE reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and District laws, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

#### **8.5.10 Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

## **8.5.11 RFP Miscellaneous Information**

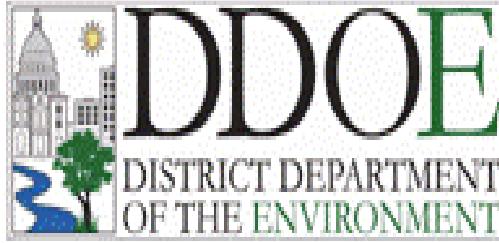
### **8.5.11.1 No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The DDOE reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the DDOE.

### **8.5.11.2 Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

DRAFT



**Appendix A: Contractor Bidder's Conference Form**

The individual/organization named below intends to attend a pre-submission conference at 10:00 a.m. on \_\_\_\_\_, 2009 at the \_\_\_\_\_ conference room located at \_\_\_\_\_.

Individual/Organization Name: \_\_\_\_\_

Attendees: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Submit Via E-mail, Fax, or Mail to:

Dr. Taresa Lawrence  
District Department of the Environment  
Energy Office  
Frank D. Reeves Municipal Center  
2000 14th Street, NW, 300 East  
Washington, DC 20009  
(202)671-3313 - Office  
(202)673-6725 - Fax  
[taresa.lawrence@dc.gov](mailto:taresa.lawrence@dc.gov)

Please RSVP by submitting this form before 4:30 p.m., \_\_\_\_\_, 2009.



**Appendix B: Contractor Intent to Respond Form**

The individual/organization named below intends to submit a proposal in response to the Department of Environment (“DDOE”), Office of Energy’s Request for Proposals for a Contractor for the Sustainable Energy Utility.

Individual/Organization Name: \_\_\_\_\_

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

**Authorized Representative**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Information**

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

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Submit this form on or before 4:30 p.m. (EDT) on \_\_\_\_\_, 2009 by Via Email, Fax or Mail to:

Dr. Taresa Lawrence  
District Department of the Environment  
Energy Office  
Frank D. Reeves Municipal Center  
2000 14th Street, NW, 300 East  
Washington, DC 20009  
(202)671-3313 - Office  
(202)673-6725 - Fax  
[taresa.lawrence@dc.gov](mailto:taresa.lawrence@dc.gov)

**SAMPLE SEU CONTRACT**

In development.

DRAFT