

REQUEST FOR PROPOSAL

Energy Burden Action Study

RFP # PS241021

Issued Date: September 7, 2023

**Responses Due:
October 10, 2023 at 1:00 p.m. CT**



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1 GENERAL INFORMATION

This section provides information about what the State of Wisconsin (State) intends to purchase, scope of the project and primary objectives of the solicitation.

1.1 Definitions

For the purposes of this Request for Proposal (RFP) and resulting Contract, words and terms will be given their ordinary and usual meanings. Where capitalized in this RFP and resulting Contract, the following words and terms will have the meanings indicated. The meanings will be applicable to the singular, plural, masculine, feminine and neuter.

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

"Authorized User" state agencies, political subdivisions, and municipalities authorized by state statutes to use state contracts.

"BAFO" Best and Final Offer

"Bid Factor" an element of the RFP that does not appear in the RFP document, but the Proposer must respond to. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a response electronically. If submitting a hard copy response, Bid Factors can be downloaded from the Supporting Documents and must be included with the hard copy response.

"CAPS" Consolidated Agency Purchasing Services

"Commission" the Public Service Commission of Wisconsin, including its agents who have been delegated authority by the Public Service Commission of Wisconsin.

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

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

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

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

"DOA" Department of Administration

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

"Expected" a State requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However, the lack of one or more expected requirements will reduce a solutions technical score.

"FAQ" Frequently Asked Questions

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

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“**May**” indicates something that is not mandatory but permissible.

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

“**Notice of Intent to Award**” a writing issued by DOA notifying all Proposers of the Commission's intent to award a service Contract to the successful Proposer(s).

“**OEI**” Office of Energy Innovation

“**Procurement Specialist**” the person responsible for managing this procurement process.

“**Proposal**” the complete response to this RFP submitted on the approved forms, in the required manner and setting forth the Proposer’s cost for providing the products and services described in the RFP.

“**Proposer**” the entity submitting a Proposal in response to this RFP.

“**Public Service Commission of Wisconsin**” an independent regulatory agency responsible for regulating public utilities in the energy, telecommunications, gas, and water companies located in Wisconsin, also referred to as the PSC and the Commission.

“**PUC**” Public Utility Commission

“**Requirements**” a descriptive statement of the physical, functional and performance characteristics of the commodity or service required by the State.

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

“**Responsive**” a proposal that conforms in all material respects to the requirements set forth in the RFP.

“**RFP**” Request for Proposal

“**SME**” Subject Matter Experts

“**State**” State of Wisconsin

“**SEP**” State Energy Program

“**WISCO**” Wisconsin’s Inclusive Solar Community Offering

“**Woman-Owned Business Enterprise**” a business that has been certified by the DOA under Wis. Stat. § 16.285.

“**Wisconsin eSupplier Portal**” State of Wisconsin's electronic purchasing information system

1.2 Introduction and Purpose

The Wisconsin Department of Administration (DOA), Consolidated Agency Purchasing Services (CAPS), on behalf of the Public Service Commission of Wisconsin (Commission or PSC), requests Proposals for a consultant to conduct a study and recommendations related to energy burden in Wisconsin.

In its order in docket [9705-FG-2023](#) on April 21, 2023, the Commission approved an allocation of federal State Energy Program (SEP) funds to be used to develop an actionable plan for short and long-term deployment of energy burden metrics for consideration in Commission programs and processes.

This information will allow the Commission and participants in utility proceedings and in other Commission programs to identify and utilize information in a consistent manner when discussing or analyzing the topics of energy burden and affordability. This information will also be used to identify areas with higher energy burden that may benefit from targeted programs such as those associated with federal funding opportunities or state grant programs. The awarded Proposer is the Contractor.

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The Commission makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services will be procured. Estimated range of award: \$40,000 - \$50,000.

The State reserves the right to cancel this RFP for any reason prior to the issuance of the Notice of Intent to Award.

Any changes to the Contract caused by program changes, which may be brought about by Commission action, or applicable State or federal guidance or legislation, will be negotiated between the Commission and the Contractor.

1.3 Scope of Work

The Commission is seeking services from a consultant with strong analytical, policy, and planning expertise to conduct an analysis of energy burden metrics and develop an actionable plan for short and long-term deployment of energy burden metrics for consideration in Commission programs and processes. This work will build on previous work already done by the Commission and others on the understanding of energy burden definitions, and the development of metrics relating to energy burden and customer affordability more generally.

The deliverables will include an analysis and report on specific energy burden metrics, including information on how these could be applied in a Wisconsin-specific context, as well as proposals for an actionable plan with options for utilization of this information.

The first deliverable will be a report identifying options for Wisconsin to define, calculate, and track energy burden metrics. This report should identify and discuss specific sources of data to be used to calculate energy burden at detailed levels within a utility's service territory. These data sources should be consistent, regularly updated, and readily available to utilities and the Commission. The report should take previous work, including stakeholder input from Commission proceedings, and if relevant, stakeholder input and policy decisions from other states, and offer options for the Commission to consider in using metrics and corresponding data to calculate energy burden.

The second deliverable will be an actionable plan to incorporate the energy burden metrics and data into Commission programs and processes. This plan will identify the different processes that may be informed by energy burden metrics (which could include but are not limited to rate design, energy planning, performance-based regulation, bill assistance or arrearage management programs) and develop strategies for incorporating energy burden metrics into those processes. This information should identify and discuss actionable options and feasible, targeted strategies and goals the Commission could consider that would reduce energy burden. Recommendations on how to display energy burden data to track performance on metrics must be included.

The actionable plan should identify stakeholders that are likely to be substantially impacted by work done to reduce energy burden and provide options for utilities and the Commission to engage with these stakeholders with a goal towards equity.

If an entity has qualifications and resources to complete one (1) deliverable and/or portions of the other but not all of the requirements, it is possible for a Proposer to propose subcontracting with another entity to complete some deliverables. See Section 4.6 for additional information on Subcontractors.

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1.4 Procuring and Contracting Agency

This RFP is issued by DOA, CAPS, on behalf of the Commission, which is the sole point of contact for the State during the selection process. The person responsible for managing the procurement process is Amber Rademacher, Procurement Specialist.

The Contract resulting from this RFP will be administered by the Commission. The Commission employee serving as the Contract Administrator will be determined at the time of Contract negotiations.

1.5 Clarifications and/or Revisions to the Specifications and Requirements

If at any time prior to the Proposal due date a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the Procurement Specialist of the issue in writing.

The Wisconsin eSupplier Portal is the preferred method for submitting questions and/or clarifications.

Email is also accepted for the submission of questions and/or clarifications and must refer to RFP PS241021 and be directed to Amber Rademacher at Amber.Rademacher@wisconsin.gov.

Any Proposer questions received will be documented and posted to the Supporting Documents as an amendment. It is the Proposer's responsibility to check the Wisconsin eSupplier Portal for any questions and answers pertaining to this RFP. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, amendments or addendums will be posted on the Wisconsin eSupplier Portal.

1.6 State of Wisconsin Point of Contact and Contact with State Employees

From the date of release of this RFP until Contract execution, all contact with State personnel regarding this RFP must be made through Amber Rademacher via email at Amber.Rademacher@wisconsin.gov or through the Wisconsin eSupplier Portal.

Prospective Proposer who holds a current contract with the Commission may continue to communicate with the Commission's Contract Administrator regarding the performance of that current contract only.

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

1.7 News and Social Media Releases

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

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1.8 Reasonable Accommodations

DOA, CAPS will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations, contact Amber Rademacher at Amber.Rademacher@wisconsin.gov or 608-264-9593.

1.9 Calendar of Events

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

DATE	EVENT
September 7, 2023	RFP Issued
September 15, 2023 1:00 PM CT	Deadline for submitting Proposer written questions
September 26, 2023	Tentative date for State responses to Proposer questions
October 10, 2023 1:00 PM CT	Proposal due date and time for Proposer responses

1.10 Contract Term and Funding

The Contract period will not exceed twelve (12) months from the effective date and will be determined upon Contract negotiations of deliverable deadlines. The Contract is eligible for one (1) possible additional six (6) months Contract period if mutually agreeable to the State and the Contractor.

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

As required by Wisconsin Statutes s. 16.75(3), continuance of a Contract beyond the limits of funds available will be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations must be without penalty.

1.11 Wisconsin eSupplier Portal Registration

Once vendors register on the Wisconsin eSupplier Portal (the State's electronic purchasing information system) will receive official notices throughout the procurement process for this RFP and official notices of future procurement solicitation opportunities for the State and University of Wisconsin System campuses.

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

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

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

1.12 Ownership of Proposals

All Proposals submitted by Proposers pursuant to this RFP will become the exclusive property of the

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Commission and may be used for any reasonable purpose by the Commission. Proposals will be subject to Wisconsin Open Records laws.

2 PREPARING AND SUBMITTING A PROPOSAL

This section explains how the Proposal will be constructed and on what terms before it can be considered Responsive.

2.1 General Instructions

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

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

2.2 Incurring Costs

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

2.3 Complete Responses

Proposal responses to each of the requests for information and Requirements in the numbered sections must be in the same sequence and numbered as the RFP. Responses must be concise yet complete. Do not simply restate the Requirement verbatim as the response to a Requirement. Proposer must not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the Requirement or question.

The submitted Proposal response for Section 5 General Requirements and Section 6 Technical Requirements must not exceed twenty-five (25) pages in total (single spaced, no smaller than 11 pt. font).

2.4 Submitting the Proposal

Proposers must respond to this RFP in either the Wisconsin eSupplier Portal or by providing a hard copy response. Fax and emailed proposals will not be accepted.

2.4.1 Electronic Proposal Submittal (Strongly Preferred)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that provide online guidance for an electronic response to the RFP. If responding electronically, do not submit a hard copy of any materials unless directed to do so elsewhere in the RFP document.

Proposers must click "Submit" in the Wisconsin eSupplier Portal to have their Bid received. Only clicking "Save" does not submit the Proposal response; therefore, it will not be received or reviewed.

Certain Requirements and qualifications will be presented as itemized questions that require an affirmative

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response from the Bidder that indicate these can be met (i.e. “yes/no” prompt; drop down menu; required attachment). Other requirements may be presented in a grouped manner (e.g. “Does your company meet requirements 2.1-2.8”). For any (itemized or grouped) requirements that cannot be met, a “no” must be checked and a supplemental document must be provided as an attachment to explain.

Proposer submitting a response via the Wisconsin eSupplier Portal must follow the instructions given in the eSupplier Portal system, including any Frequently Asked Questions (FAQs).

Proposers must allow time for entering a Proposal Response in eSupplier. Keep in mind the following if an error occurs:

- File names must be no longer than 64 characters, including the file extension (e.g., “.docx”).
- File names cannot contain any special characters (e.g., commas, percent signs, hash symbol).
- The maximum file size for any attachment is 80MB.
- The eSupplier system will not allow a file with macros included and enabled.
- Proposers may only upload a single file in response to a Bid Factor. Uploading additional files will overwrite the previous upload. If a Bidder has the need to attach multiple files, the Bidder must consolidate the documents into a single file. Alternatively, the Bidder may upload one (1) file in response to the Bid Factor and upload the rest of the documents using the Upload File button on the Submit Online Response page.
- In order to officially submit a Bid response, the Bidder must click the Submit button and receive verification that the Bidder response has been submitted.

2.4.2 Hard Copy Proposal Submittal

Proposers still have the option to mail or otherwise provide a hard copy Proposal when responding to this RFP. If submitting a hard copy (instead of the electronic Proposal option described above), Proposer must submit an original of its Proposal document of all materials required for acceptance of its Proposal by the deadline shown below.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time. While hard copy Proposals must still be allowed in response to the Wisconsin eSupplier Portal's sourcing events, the State has no liability for errors made in inputting any information submitted via a hard copy Proposal.

All materials required for acceptance of the Proposal must be sent to:

Amber Rademacher, Procurement Specialist
Department of Administration
101 E. Wilson Street, 6th Floor
Madison, WI 53703-3405

Proposals must be received no later than **1:00 p.m. CT on October 10, 2023**. All Proposals must be dated and time-stamped in by the Wisconsin eSupplier Portal (electronic) or by Bureau of Procurement (hard copy) on or prior to the stated opening date and time. Proposals must not exceed the page limit described in Section 2.3. Proposals not so stamped will be considered late and rejected. Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the Bureau of Procurement.

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

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Proposer's Name
Proposer's Address
RFP #PS241021 Energy Burden Action Study
Due: 10/10/2023 by 1:00 PM CT

2.4.3 Cost Proposal Submission

Electronic Cost Proposals must be submitted in accordance with the online instruction in the Wisconsin eSupplier Portal.

For hard copy Cost Proposal submissions, Proposers must submit an original hard copy. Electronic PDF documents are not permitted for the Cost Proposal.

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

Proposer's Name
Proposer's Address
COST PROPOSAL for RFP #PS241021 Energy Burden Action Study
Due: 10/10/2023 by 1:00 PM CT

The Cost Proposal is due to the addressee on the same date and time previously mentioned.

Cost Proposals that arrive unpackaged or unsealed will not be accepted.

2.5 Proposal Organization and Format

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

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

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

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

Only information that can be identified as a trade secret, proprietary and confidential noted on required form DOA-3832 will be treated as such. **Proposer must not label or identify their entire Proposal as confidential.**

Tab 1 – Cover Page: The Proposal cover page must include, at a minimum, the RFP name and number, and the Proposer's name.

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Tab 2 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 3 - Required Forms and Documents.

1. **Bidder Required Form (DOA-3832)** – complete and signed.
2. **Bid Factors (Attachment B)** - excluding Sections 5 and 6
3. **Response to General Mandatory Proposal Requirements (Attachment C)** – Response to Bid Requirements

Tab 4 - Response to General Requirements: Provide the information and documentation specified in Section 5 of this RFP.

Tab 5 - Response to Technical Requirements: Provide the information and documentation specified in Section 6 of this RFP.

Tab 6 - Contract Terms and Conditions: The Standard Terms and Conditions (DOA-3054) and Supplemental Terms and Conditions (DOA-3681) provided with this RFP represent the Contract terms and conditions which the Commission expects to execute with the successful Proposer. Proposers must accept all terms and conditions or submit point by point exceptions along with proposed alternative or additional language for each point. The Commission may or may not consider any of the Proposer's suggested revisions. Any changes to any of the Terms and Conditions will occur only if the change is in the best interest of the Commission. The Cost Proposal must assume that no changes to these Terms and Conditions will be accepted.

The Proposer must not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions must be consistent with its response to all other sections of this RFP.

Under Separate Cover - Attachment A - Cost Proposal: Provide cost information as directed in Section 2.4.3 and Section 7. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP.

2.6 Presentations

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

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

2.7 Withdrawal of Proposals

The Proposal must be irrevocable until the Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration of one hundred and eighty (180) days after the due date and time if received by the Procurement

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Specialist. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Procurement Specialist. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

2.8 Late Proposals

Any responses received after the Proposal due date and time specified in Section 1.9 Calendar of Events will not be reviewed.

3 PROPOSAL SELECTION AND AWARD PROCESS

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

3.1 Preliminary Evaluation

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

3.2 Evaluation Committee

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

3.3 Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements.

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

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

3.4 Evaluation Criteria

Accepted Proposals will be reviewed by the evaluation committee and scored against the stated criteria. Proposers must not contact any member of the evaluation committee. Evaluation points given by each evaluator will be summed and divided by the number of evaluators to compute an average score for each

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Proposal. Cost Proposal information will not be available to the evaluation committee during the requirements evaluation phase.

Proposals will be scored in the following areas.

RFP SECTION AND DESCRIPTION	POINTS AVAILABLE
5 General Requirements	500
6 Technical Requirements	500
7 Cost Proposal	200
TOTAL	1,200

The points stated above are the maximum amount awarded for each Section.

The results of presentations (if required) will be used to clarify and substantiate information in the written Proposals and may be considered when scoring the responses to the General and Technical requirements in the RFP. Reference checks will be used to substantiate information in the written Proposals. The reference check results may be considered when scoring the responses to the General and Technical requirements in the RFP.

Cost Proposal

Cost Proposals will be scored as follows:

The lowest Total Cost on Attachment A Cost Proposal will receive the maximum number of points available for the Cost score. Other Cost Proposals will receive prorated scores based on the lowest Cost Proposal.

The formula would be as follows:

$$\frac{\text{Lowest Total Cost Proposal (constant)}}{\text{Proposer's Total Cost Proposal}} \times 200 = \text{Cost score}$$

(Proposal being scored is denominator)

General, Technical, and Cost Score Total

The final average points received from a Proposal's General Requirements and Technical Requirements will be subtotaled and added to the final Cost Proposal score. In the event of a Best and Final Offer (BAFO), only those Proposers in the BAFO process will be included in the calculation.

3.5 Proposer References

Using DOA-3832 Bidder Required Form, Proposers must provide a minimum of three (3) references for organizations with whom your company has provided services contained within RFP within the last seven (7) years. Proposers must include customers with similar service scope, size, and complexity.

For each reference, complete the requisite information on DOA-3832 Bidder Required Form and also provide the following:

- Contact Name and Title
- Project start/end dates
- Project description (i.e., scope, staff, technical environment)
- Outcome of project (i.e., on time, on budget, performance measures met)

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

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

The State reserves the right to verify all submissions and perform further background checks of experience and performance. The State or evaluation committee may contact one (1) or more references that have been provided by the Proposer or other sources that may not have been named by the Proposer but can assist in determining performance.

3.6 Supplier Diversity

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

3.6.1 Minority-Owned Business Enterprise

Minority-owned business enterprises (MBEs) are certified by the DOA. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

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

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

3.6.2 Veteran-Owned Business

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

3.6.3 Disabled Veteran-Owned Business

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

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

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

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3.6.4 Woman-Owned Business Enterprise

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

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

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

3.7 Right to Reject Proposals

The Commission reserves the right to reject any and all Proposals.

3.8 Award and Final Offers

The State will compile the final scores for each responsive Proposal. Awards will be granted in one (1) of two (2) ways. The award may be granted to the highest scoring responsive and responsible Proposer.

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

3.9 Contract Negotiation

The Commission intends to enter into Contract negotiations with the Proposer who has been determined by the evaluation committee to be the highest scoring Proposer, calculated as outlined in Section 3.4. The State may negotiate the terms of the Contract, including the cost, with the highest scoring Proposer prior to entering into a Contract. If the Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the State may negotiate a Contract with the next highest scoring Proposer.

The contractual terms and conditions in the State's Standard Terms and Conditions (DOA-3054) and Supplemental Terms and Conditions (DOA-3681) of the RFP are part of the Contract between a Contractor and the State. These terms and conditions are not all-inclusive, and the State reserves the right to incorporate additional provisions in the Contract.

3.10 Contract Negotiations Impasse

If a Contract between the Commission and the successful Proposer cannot be executed by both parties within sixty (60) Days after the Notice of Intent to Award the Contract (or the conclusion of an appeal of the award under Wisconsin Administrative Code 10, whichever is later), the Commission reserves the right to unilaterally reject the Proposer's Proposal and proceed to award the Contract to the next highest scoring Proposer.

3.11 Notification of Intent to Award

Any Proposer who responds with a Proposal will be notified in writing of the Commission's Intent to

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Award the Contract resulting from the RFP.

4 GENERAL MANDATORY PROPOSAL REQUIREMENTS

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

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

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

4.1 Mandatory Deliverables

4.1.1 Due Dates

The Contractor must produce a public-facing version of each deliverable as described in Section 1.3. Final deliverables are due as indicated below.

Deliverable	Due Date*
Energy Burden Metrics Report	January 10, 2024
Energy Burden Action Plan	March 6, 2024

*Due dates are estimate deadlines and can be finalized through discussion with the Contractor.

4.1.2 Status Meetings

The Contractor must establish a schedule for bi-weekly status deliverables meetings with the Commission. Meeting may either be in person, virtually, or via email with the approval of the Commission.

4.1.3 Deliverable Details

4.1.3.1 The Contractor must develop a Wisconsin-specific report on energy burden metrics and data sources, and an actionable plan to incorporate that information into Commission programs and processes including a framework for evaluating performance on reducing energy/utility burden and adjusting strategies, data sources, and metrics.

4.1.3.2 The Contractor must not construe this Contract as creating Commission policy or procedures or pre-determining Commission actions.

4.1.4 DELIVERABLE 1: Energy Burden Metrics Report

The Contractor must obtain and analyze information, provided by the Commission and other related

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publicly available data, and provide a detailed report describing energy burden and energy affordability specific to Wisconsin. This includes but is not limited to performing all of the following:

4.1.4.1 The Contractor must develop a report that builds on previous information developed by the Commission on the topic of energy burden. The report should take previous work, which will be provided by the Commission upon project start, including stakeholder input from Commission rate case proceedings, and offer options for the Commission to consider in using energy burden metrics and corresponding data to improve energy affordability for customers. Relevant work from the Office of Energy Innovation (OEI), including the Focus Affordable Housing Solar Incentive Pilot and findings related to Wisconsin's Inclusive Solar Community Offering (WISCOO), will be explored as strategies in this report. The report can draw upon examples from other states on energy burden metrics that can inform Wisconsin's Commission programs and proceedings.

4.1.4.2 The Contractor must assess the preliminary affordability metrics identified in Wisconsin through workshops in [docket 5-EI-158](#) (Roadmap to Zero Carbon), including through comparison to energy burden actions and metrics from research and other-state experience to refine and develop metrics to track energy burden that could be reviewed and adopted by the Commission.

4.1.5 DELIVERABLE 2: Energy Burden Action Plan

4.1.5.1 The Contractor must provide an actionable plan to incorporate the energy burden metrics and data into Commission programs and processes. This plan must identify the different processes that may be informed by energy burden metrics (including but not limited to rate design, energy planning, performance-based regulation, or bill assistance programs). This plan must also include strategies for incorporating energy burden metrics into those processes.

4.1.5.2 The Contractor must identify and discuss actionable options and feasible, targeted strategies and goals the Commission could consider that would reduce energy burden over both short and long-term timelines.

4.1.5.3 The short-term aspect of the plan must include initial energy burden evaluations, metrics, and actions the Commission could consider incorporating into Commission proceedings in energy regulation and programming.

4.1.5.4 The long-term aspect of the plan must include a proposed schedule and framework for evaluating performance on reducing energy burden and adjusting strategies, data sources, or metrics.

4.1.5.5 The Contractor must identify stakeholders that are likely to be substantially impacted by work done to reduce energy burden and provide options for utilities and the Commission to engage with these stakeholders.

4.2 Services Performed within the U.S.

Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States. The inability to perform all services in the United States will be grounds for disqualifying your Proposal. Countries party to the World Trade Agreement may not be subject to this requirement.

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4.3 Debarment

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Contractors receiving individual awards, using Federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Agency from doing business with the Federal Government. Information on debarment is available at the following website: <https://sam.gov/content/entity-information> See Section 15.0 of the Standard Terms and Conditions (DOA-3054).

4.4 Potential Conflicts of Interest

Identify and list any potential conflicts of interest with the Commission. If a conflict is identified, the Proposer or its team members must not participate in any Commission transactions without a Commission approved mitigation plan to be provided to the Commission within thirty (30) days after Contract award.

The Commission will be the sole arbitrator of the adequacy of any mitigation plans. Based on the nature of the potential conflict(s) of interest, the Commission may determine to what extent, if any, the Proposer, or its team members may participate in any Commission proceedings or Grant Programs.

If there are no potential conflicts identified, so indicate.

4.5 Infringement

The Contractor represents and warrants that no program, process, composition, writing, equipment, appliance or device, or any trademark, service mark, logo, idea or any other work or invention of any nature or any other tangible or intangible property whatsoever proposed by the Contractor in the proposal infringes on any patent, copyright, trademark, or service mark of another person or is a trade secret of any other person.

The Contractor covenants to perform a due diligence inquiry into the intellectual property rights in and to any program, process, composition, writing, equipment, appliance or device, or any trademark, service mark, logo, idea or any other work or invention of any nature or any other tangible or intangible property whatsoever that the Contractor proposes to furnish, develop, provide, or use in the future in performing this Contract.

Contractor must indemnify and hold the Commission harmless for any violation of this paragraph to include all damages, costs, and attorneys’ fees.

4.6 Subcontractors

Requests to allow subcontracting of services will be reviewed on a case-by-case basis and will not be allowed without the express written consent of the Commission. Conflict of interest limitations may apply.

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

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For all subcontractors, Proposer must: 1) Name the subcontractor; 2) Explain its relationship with the subcontractor; 3) Describe the role the subcontractor will play; and 4) Provide the name and a description of subcontractor(s) relevant qualifications and capabilities.

4.7 Reporting and Records Management

The Contractor may have access to private and confidential data maintained by the State to the extent required to carry out the duties and responsibilities defined in this agreement and agrees to maintain confidentiality and security of the data made available.

4.7.1 Safeguarding of Confidential Data

The Contractor must safeguard confidential data including all tasks outlined below:

4.7.1.1 Employ every reasonable measure to safeguard the confidential data of the Commission, the State, and Wisconsin residents. Confidentiality procedures must be developed and implemented so that the Contractor's personnel do not divulge, either knowingly or unknowingly, confidential information, and access to sensitive data must be confined to a minimum number of authorized persons. Additionally, frequent back-up copies of all data must be maintained in a separate, secure location.

4.7.1.2 The Contractor must not provide information to any person regarding this Contract without the written consent of the Commission.

4.7.2 Quality Control, Records Retention, and Data Security:

The Contractor must maintain quality control, records retention, and data security policies including the tasks outlined below.

4.7.2.1 The Contractor must maintain quality control procedures for keeping complete and accurate records, documenting business processes, checking for errors, and reviewing processes for effectiveness and opportunities to improve.

4.7.2.2 The Contractor must take measures to protect the security of data sets, geospatial data, forms, and data processing operations.

4.7.2.3 The Contractor must have physical security measures used to control access to the organization's systems and internal controls that are in place to reduce loss that may occur through cyberattack, malware, fraud, negligence, incompetence, or system errors.

4.8 Insurance

The Contractor warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Contract and by law. Without limiting the foregoing, the Contractor must maintain (and must cause each of its agents, independent Contractors, and subcontractors performing any services hereunder to maintain) at its sole cost and expense the insurance covering its obligations under this Agreement. See Section 23.0 of the State DOA-3054: Standard Terms and Conditions.

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4.9 Legal Requirements

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

4.10 Virtual Meeting Capabilities

The Contractor must have video conference and online meeting capabilities. Examples include, but are not limited to, Zoom and Microsoft Teams.

5 GENERAL REQUIREMENTS (500 POINTS)

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

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

Proposals must not exceed the page limit described in section 2.3.

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

5.1 Organization Background

Provide background regarding Proposer organization, including size, scope, and any specific areas of expertise. Include in your response any current or future contracts, work, agreements, or collaboration with other states related to similar deliverables described in this RFP or projects related to energy burden.

The Proposer must indicate if it had a contract terminated for cause in the last five (5) years and, if so, describe such incidents(s). Submit full details of the terms for termination for cause including the other party's name, address, and phone number. The Proposer will present its position on the matter.

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

5.2 Research and Analysis Experience

Describe the Proposer's experience and capabilities in conducting research and analyzing public policies and initiatives to improve utility affordability. Include in your response past projects related to identifying metrics and supporting data that can be used to track utility affordability at different levels of granularity, including census tract or by neighborhood and highlight similarities between those projects and the services being requested in this RFP. Identify the scope of past projects, project dates, deliverables, and note any experience with other state public utility commissions.

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5.3 Energy Burden Metrics/Data Knowledge

Describe the Proposer's strategy for developing or revising metrics and associated data sets which allow for tracking and evaluation of energy burden. Provide in your response examples of past projects where the Proposer conducted policy analysis or relevant projects such as how data is used to evaluate energy burden. Describe how the granularity of data can affect outcomes including potential Commission actions. Describe how different user groups could access consistent types of data, including state agencies, utilities, and consumer advocacy groups.

5.4 Planning and Reporting Experience

Explain the Proposer's experience relevant to adapting research information and data into actionable workplans. Include in your response, your organization's experience obtaining and addressing differing stakeholder positions when developing policy and workplan goals or targets. In your response, provide examples of how your organization transitioned data from the information gathering work into developing feasible, targeted strategies and goals that reduce energy burden. Include any description of work done for state agencies, particularly PUCs, or utilities.

5.5 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project. Identify principal, alternate staff, and if they are employed by the Proposer or a subcontractor. Provide their title, area(s) of expertise, number of other projects they are assigned, and number of years of their experience. Identify the primary point of contact and backup point of contact.

Briefly describe the role key staff will take on and an indication of the percent of their time that will be allotted the project. Also indicate the accessibility to those staff if Proposer is awarded the Contract.

6 TECHNICAL REQUIREMENTS (500 POINTS)

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

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

Proposals must not exceed the page limit described in section 2.3.

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

6.1 Timeline

Provide a timeline for completing both deliverables outlined in this RFP. Include in your response the core steps, key data collection steps you would utilize, and the timing of each. Describe interim steps to completing each deliverable, and how the Proposer would provide draft information to the Commission, while maintaining a schedule for completing deliverables. Discuss any proposed meeting schedule with Commission staff and/or other stakeholders and how that would be incorporated into a timeline.

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6.2 Organization Methodologies

Describe the methodologies the Proposer would use to obtain the information needed to meet the requirements of the RFP. Include in your response how the Proposer will approach, organize, and present the deliverables to ensure all required information is provided to the Commission. Describe some of the anticipated data sources or other resources the Proposer would use to research, develop, and produce the deliverables, as well as internal review procedures to be used to confirm accuracy of statement and data in the deliverables.

6.3 Energy Burden Metrics Report

Describe your organization's proposed process to develop and produce a Wisconsin-specific report on energy burden metrics and data sources and note which steps will be completed by the Proposer or by a subcontractor. Describe any familiarity with previous work done by the Commission or other states and how that would facilitate the development of this report. Describe approaches the Proposer would take to analyze data obtained from various sources to provide information that can be evaluated by the Commission.

6.4 Energy Burden Action Plan

Describe your organization's proposed process to develop and produce an actionable plan to incorporate the information presented in the Energy Burden Metrics Report, or other information, into Commission programs and processes including a framework for evaluating performance on reducing energy/utility burden and adjusting strategies, data sources, and metrics. Note which steps will be completed by the Proposer or by a subcontractor. Describe how the Proposer would identify relevant work, programs, and stakeholders that could be affected by actions to incorporate energy burden actions.

7 COST PROPOSAL (200 POINTS)

The Cost Proposal must be submitted separately from the RFP response.
Estimated range of award: \$40,000 - \$50,000.

7.1 Cost Worksheets

Completion of the Cost Proposal is **Mandatory**. Proposers are responsible for entering cost data in Attachment A Cost Proposal. Costs submitted must be in U.S. dollars to two (2) decimals.

Further instructions for entering Cost data are included on the Cost Proposal. It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total Cost Proposal proved accurately reflects costs. Estimated Proposal costs are not acceptable.

7.2 Consideration of all Inherent Costs

Cost Proposals must take into consideration all inherent costs of providing the services described in the RFP. Proposer is responsible for paying all travel costs including, but not limited to, round-trip travel, meals, and parking. The Commission will not pay any additional charges beyond the cost listed in the Cost Proposal.

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7.3 Fixed Cost

All Proposal costs must remain firm. Cost can be lowered at any time during the Contract without requiring a written approval for individual statement of work projects or to offer to all Authorized Users through an amendment of the published Contract cost.

7.4 Cost Clarification

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

7.5 Value Added Services

This section allows Proposers to demonstrate value beyond the Requirements specified in the preceding sections. Wisconsin is interested in understanding additional value-added services the Proposer can provide the Commission.

Proposers are encouraged to submit any additional, beneficial services, over and above the required services/deliverables specified in this RFP, that your organization can provide to improve and/or augment these deliverables. Information will be presented on Attachment A – Cost Proposal under the tab titled “Value Added Services” only.

Submission of this information does not obligate the Commission to purchase the service, although the Commission may seek to include additional service types under the Contract. Proposal must not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

8 SPECIAL TERMS AND CONDITIONS

The Commission reserves the right to negotiate Special Terms and Conditions when it is in the best interest of the State to do so. The Proposer must not submit its own contract document as a substitute for the State’s DOA-3054: Standard Terms and Conditions and DOA-3681: Supplemental Standard Terms and Conditions for Procurements with Services.

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

8.1 Liquidated Damages

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

8.2 Prime Contractor

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

The prime Contractor must be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the Proposer must clearly explain their participation.

8.3 Executed Contract to Constitute Entire Agreement

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

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

- Signed Contract including Standard Terms and Conditions and Supplemental Terms and Conditions
- Official State Purchase Order(s)
- State's RFP
- Vendor's Proposal

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract will be valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to DOA CAPS, for purchasing review prior to the Commission's signature.

8.4 Termination and Cancellation of Contract(s)

8.4.1 Termination for Cause

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

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

8.4.2 Termination for Convenience

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

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of termination.

In the event of termination for convenience, the Contractor will be entitled to receive compensation for any fees owed under the Contract. The Contractor will also be compensated for partially completed services. In this event, compensation for such partially completed services will be no more than the percentage of completion of the services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State will be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

8.4.3 Contract Cancellation

The State reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor, if the Contractor:

- Fails to perform any material obligation required under this Contract after a thirty (30) day notice and cure period;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66, of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required herein;
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111, of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a State or federally debarred Contractor, or is excluded from federal Contracts;
- Fails to maintain and keep in force all insurance, permits and licenses as required under this Contract;
- Fails to maintain the confidentiality of the State's information or data that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- In the sole opinion of the State, threatens the health or safety of a State employee, citizen, or customer by the Contractor's performance of this Contract.

8.5 Force Majeure

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

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9 LIST OF REQUIRED FORMS AND SUPPORTING DOCUMENTS

All forms and attachments are found in the Wisconsin eSupplier Portal in the "Supporting Documents" section.

ALL BIDDERS

DOA-3832: Bidder Required Form

DOA-3054: Standard Terms and Conditions

DOA-3861: Supplemental Standard Terms and Conditions for Procurement of Services

Attachment A: Cost Proposal

Attachment C: Response to General Mandatory Proposal Requirements

ADDITIONAL FOR HARD COPY RESPONSE ONLY

Attachment B: Bid Factors - HARD COPY RESPONSE ONLY