



**Contract No. NAT11123EM&Veval**

Request For Proposals

To Provide:

*Professional Services for the  
Evaluation, Measurement, & Verification of  
Energy Efficiency and Demand Response Programs in Delaware*

Issued By:

Department of Natural Resources and Environmental Control  
Division of Energy and Climate  
1203 College Park Drive, Suite 101  
Dover, DE 19904

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The State of Delaware, Department of Natural Resources and Environmental Control seeks an “Evaluation, Measurement, & Verification Contractor” for the State of Delaware. This Request For Proposals is issued pursuant to 29 *Del. C.* §§ 6981 and 6982. This document presents the contract objectives, terms and conditions, specific deliverables, and the required format to submit a proposal.

### **SCHEDULE**

Public Notice of RFP	August 18, 2011
Pre-Proposal Conference	September 8, 2011
Statement of Intent	September 12, 2011
Questions Submitted	September 12, 2011
Questions Answered	September 16, 2011
Deadline for Receipt of Proposals	September 26, 2011
Notification of Award	October 14, 2011

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## 1.0 INTRODUCTION

Delaware has dramatically increased its investments in energy efficiency over the past several years. Investment by the State and Delaware's utilities was near zero in 2005 (with the exception of the State's Weatherization Assistance Program). Only four years later, in ACEEE's 2009 State Energy Efficiency Scorecard report, Delaware was recognized as the most improved state. By the end of 2012, Delaware's cumulative investments in energy efficiency since 2006 are expected to exceed \$150 million.

State policy now sees energy efficiency as a pivotal resource in alleviating high energy prices, relieving transmission congestion, mitigating the planned retirement of several coal power plants with over 300 MW in nameplate capacity, addressing the State's air quality challenges, and reducing emissions of greenhouse gases ("GHG"). With the strong leadership from Governor Jack Markell and the Delaware General Assembly, a series of laws and regulations have established this higher priority for energy efficiency. In March 2009, a State-sponsored statewide energy efficiency organization, the Delaware Sustainable Energy Utility ("SEU"), began operations. In July 2009, the Energy Efficiency Resource Standards ("EERS") became law and set aggressive goals for energy efficiency and peak demand reductions of 15% by 2015. In February 2010, Governor Markell signed Executive Order 18 ("EO 18") which orders all State executive branch agencies, departments, and offices to achieve an overall collective reduction in energy consumption from fiscal year ("FY") 2008 levels of at least 10% by the end of FY 2011, 20% by the end of FY 2013, and 30% by the end of FY 2015. Most recently, a law signed by Governor Markell in July 2011 establishes the new statewide Energy Efficiency Investment Fund of approximately \$5 million annually for investments in energy efficiency. Delaware is also unique in the nation in that environmental externalities must be considered in an electric utility's formation of an integrated resource plan.

Statutory oversight and management responsibilities for much of the State's energy efficiency policy lies with Delaware's Department of Natural Resources and Environmental Control's ("DNREC") Division of Energy and Climate. Under the EERS law, DNREC has the responsibility for determining utility compliance with the EERS and the establishment of evaluation protocols and standards. DNREC has had oversight over most of Delaware's funding for energy efficiency from the American Resource and Recovery Act of 2009 ("ARRA") and will manage the implementation of the new \$5 million Energy Efficiency Investment Fund. Management authority over the Delaware Weatherization Assistance Program ("WAP") was transferred to DNREC in 2010. DNREC also oversees the SEU Contract Administrator and serves on the SEU Oversight Board.

DNREC's Division of Energy and Climate considers evaluation, measurement and verification ("EM&V") to be a critical component of its mission and will be devoting staff to managing the EM&V development and implementation process. DNREC believes EM&V is a vital tool in creating consensus around the impact of current and future efficiency investments, and will directly connect the results from the EM&V process to inform broader energy efficiency investment decisions. The EM&V results also will be critical for the assessment of progress on Delaware's energy efficiency goals outlined in the EERS, EO 18, SEU goals, and upcoming

GHG targets. DNREC also plans to use the EM&V program evaluation, comparative analyses of alternate program design, and program feedback to improve programs during implementation and for future planning of new programs and allocations of resources. For example, DNREC plans to use the results from the EM&V to develop programs for the new Energy Efficiency Investment Fund in the most cost-effective and strategic manner. In addition, DNREC wants to enable utilities to implement performance incentives for program administrators by using EM&V results. And finally, DNREC desires to obtain additional revenue to reinvest in additional energy efficiency through rigorous EM&V that allows for participation in the PJM Capacity Market and voluntary carbon markets.

Delaware is a small state with two investor-owned utilities, one rural electric cooperative, and nine municipal electric utilities that act through a single agency on most policy matters. The statutory assignment of oversight responsibilities for energy efficiency and demand response programs to DNREC should allow for the "Delaware way" of open communication and collaboration to flourish with respect to the EM&V of programs. DNREC will establish and lead a stakeholder group on EM&V (derived from the current DNREC-lead workgroup on the EERS that was established in the 2009 EERS law). DNREC has already met with each utility, the SEU, and the Delaware Public Service Commission ("PSC"), and all stakeholders were looking forward to the opportunity for consistent statewide documentation of our efforts, as well as using program evaluation and benchmarking to drive future investment decisions. Moreover, because many of the programs are recent, there are not many pre-existing EM&V protocols that would create resistance in adopting new statewide framework and protocols. Thus, Delaware presents the opportunity to design the best EM&V with a clean slate and pre-existing stakeholder cooperation and buy-in.

### **1.1 EM&V Contract Components, Objectives, and Outcomes**

The desired components of EM&V in Delaware are as follows:

- Impact evaluations that determine the impacts and co-benefits that directly result from each program and portfolio, as well as assess savings persistence. Performance metrics include the following and can be calculated using measurement or deemed savings-based methods:
  - Gross energy savings (MWh, MMBtu, MCCF);
  - Demand savings (MW);
  - Emission reductions (criteria pollutants and GHG);
  - Job creation (FTE);
  - Program expenditures;
  - Cost of saved energy; and
  - Cost-effectiveness (using the Utility Cost/Program Administrator Cost test).
- Process evaluations for selected programs are expected to include the following:
  - Evaluations of program design, delivery, and implementation;
  - Comparative analyses of alternative program designs;
  - Identification of ways to improve current programs and mechanisms for prompt and regular program feedback; and
  - Quality assurance and quality control ("QA/QC) procedures;
- Market assessments including market potential studies, baseline studies, and market transformation analysis.

The primary objectives of the contract that will be executed as a result of this RFP are:

- To build a rigorous and transparent EM&V process for all energy efficiency and demand response programs in Delaware using the EM&V Framework and annual EM&V Plans to: clarify the responsibilities of the State, EM&V Contractor, and program administrators; create consistent data collection requirements; and ensure consistent program impact and process evaluations.
- To perform the best possible impact and process evaluation of current programs (operated 2009 to 2012) to assess progress on statewide targets, and to inform future program design and budget allocation decisions.

Below are expected outcomes from the scope of work for the contract that will be executed as a result of this RFP (see Section 2, Scope of Work, for more details):

- Establish a statewide EM&V Framework for all energy efficiency and demand response programs in Delaware that will create a single set of statewide standards that all utilities will follow. This Framework will indicate the EM&V roles and responsibilities of each portfolio administrator and the EM&V Contractor (e.g., primary versus oversight/due diligence EM&V roles);
- Develop a Delaware-specific Technical Reference Manual (“TRM”) and uniform EM&V methodology for all programs;
- Develop an annual EM&V Plan that defines the activities (with general scopes, budgets, schedules, etc.) to be conducted for each evaluation cycle;
- Use the statewide EM&V Framework, annual EM&V Plan, TRM, and any appropriate protocols to develop program and activity specific evaluation research plans and site-specific M&V plans, as required;
- Provide impact evaluations and verification for selected programs/portfolios;
- Provide process evaluations and verification for selected programs/portfolios;
- Identify market assessment needs and provide market assessments for selected programs/portfolios;
- Guide program improvement efforts and provide recommendations for program and portfolio re-design, delivery, and funding allocation;
- Provide publicly available documentation on achievement of State goals and targets;
- Provide technical support to the Delaware EM&V Stakeholder Group as well as support for communication of EM&V results to the stakeholder group and the public at large;
- Support the State’s oversight of ARRA funded programs; and
- Assess and facilitate the participation of Delaware’s energy efficiency programs in PJM’s Capacity Market and voluntary carbon markets.

## **1.2 Term of Contract**

DNREC seeks an “Evaluation, Measurement, & Verification Contractor” (“Contractor”) for the State of Delaware. The successful bidder of this RFP will provide the full scope of services described within this document from the date of contract execution to July 31, 2013.

The funding available for “Year One” (date of contract execution to July 31, 2012) of the contract that will be executed as a result of this RFP is approximately \$1.5 million. The funding available for Year One is negotiable. Proposals that meet evaluation objectives but are more cost-effective by pricing the bid under \$1.5 million are encouraged. Alternatively, DNREC may

also appropriate additional funding for Year One. Bidders may recommend a larger budget and different set of activities for Year One that is fiscally efficient, meets evaluation objectives, and/or can provide more value for Delaware. Activities 1, 2 and 3 (see Section 2.0, Scope of Work) will be implemented during Year One. If funding and time is available, Task 4.2 may also be conducted in Year One.

The source of funding for “Year Two” (August 1, 2012 to July 31, 2013) is different than Year One and the precise amount of funding for EM&V will be determined based on the experience in Year One. DNREC believes EM&V is a critical tool in the implementation of the State’s energy policies and anticipates being able to adequately fund EM&V activities in Year Two. Activity 4 will be conducted in Years Two and beyond. The detailed scope of work for Activity 4 for Year Two will be based on the findings of Activities 1, 2, and 3 and discussions between the Contractor and DNREC.

The contract may be renewable for one year periods thereafter through contract amendments that may include revised scopes of work.

### **1.3 Definitions & Acronyms**

#### **1.3.1 Definitions**

“Baseline” means conditions that would have occurred without implementation of the subject measure or project. Baseline conditions are sometimes referred to as “business-as-usual” conditions and are used to calculate program-related efficiency or emissions savings. Baselines can be defined as either project-specific baselines or performance standard baselines (e.g. building codes). A baseline study characterizes a market before the commencement of a specific intervention in the market, for the purpose of guiding the intervention and/or assessing its effectiveness later.

“Deemed Savings” is an estimate of energy or demand savings for a single unit of an installed energy efficiency measure that (a) has been developed from data sources and analytical methods that are widely considered acceptable for the measure and purpose, and (b) is applicable to the situation being evaluated. Individual parameters or calculation methods can also be part of deemed savings.

“Evaluation, Measurement, & Verification (“EM&V”) is a catchall term for evaluations of program impact and program process. The desired objectives of EM&V in Delaware are outlined in Section 1.1.

“Full-Time Equivalent (“FTE”)” means a total of 2,080 labor hours worked in support of the contract, and equals one full-time equivalent of a year-round job.

“Market Assessment” is an analysis that provides an assessment of how well a specific market or market segment is functioning with respect to the definition of well-functioning markets or with respect to other specific policy objectives. The assessment generally includes a characterization or description of the specific market or market segments,

including a description of the types and number of buyers and sellers in the market, the key actors that influence the market, the type and number of transactions that occur on an annual basis, and the extent to which market participants consider energy efficiency as an important part of these transactions. This analysis may also include an assessment of whether a market has been sufficiently transformed to justify a reduction or elimination of specific program interventions.

“Measurement” is a part of impact evaluation that is associated with the documentation of energy savings at individual sites or projects using one or more methods that can involve measurements (e.g., use of spot, short-term, and/or long-term metering equipment), engineering calculations, statistical analyses, and/or computer simulation modeling. Measurement is not required for every program within a portfolio and is often limited to programs/projects/measures with the greatest cost and savings because measurement can be an expensive component of EM&V.

“PJM Capacity Market” is the general term for the rules and market constructs to ensure that there are adequate resources to reliably meet the PJM’s load.

“Prime Contractor” is the contact point and responsible entity for a joint venture or teaming arrangement under this contract.

“Utility or Utilities” for this RFP, means: Delmarva Power & Light Company (“Delmarva Power”); the Delaware Electric Cooperative (“DEC”); the Delaware Municipal Electric Corporation (“DEMEC”), a joint action agency for nine municipal utilities (Newark, New Castle, Middletown, Clayton, Smyrna, Dover, Milford, Seaford and Lewes) that manage some of the utilities’ energy responsibilities, including demand response; Chesapeake Utilities; and the Sustainable Energy Utility (“SEU”).

“Verification” is a component of overall evaluation efforts aimed at verifying installations of energy efficient measures and associated documentation through review of documentation, surveys and/or onsite inspections. It does not include primary research (e.g., billing analysis or metering) for the purpose of determining the energy use/savings of the installed measures. As defined in this document, verification activities are conducted outside of and in addition to inspections and quality assurance reviews undertaken as part of routine program implementation.

### **1.3.2 Acronyms**

ARRA	American Resource and Recovery Act of 2009
CHP	Combined heat and power
DEC	Delaware Electric Cooperative
DEMEC	Delaware Municipal Electric Corporation
DNREC	Department of Natural Resources and Environmental Control
EECBG	Energy Efficiency and Conservation Block Grant
EERS	Energy Efficiency Resource Standards
EM&V	Evaluation, measurement, & verification

FTE	Full-Time Equivalents
GHG	Greenhouse Gases
M&V	Measurement and verification
NEEP	Northeast Energy Efficiency Partnerships
PJM	PJM Interconnection, a regional transmission organization
QA/QC	Quality Assurance/Quality Control
PSC	Delaware Public Service Commission
RFP	Request for Proposals
SEEARP	State Energy Efficient Appliance Rebate Program
SEU	Sustainable Energy Utility
TRM	Technical Reference Manual
WAP	Delaware Weatherization Assistance Program

## **1.4 Background**

This section provides a brief overview of Delaware’s utilities, regulatory structure, energy efficiency and demand response programs, and key State policies affecting energy efficiency and demand response. For a detailed description of Delaware’s programs, please see Appendix A.

### **1.4.1 Overview of Delaware’s Utilities**

#### **1.4.1.1 Electric Utilities**

Retail electric service in Delaware is provided by: Delmarva Power, an investor-owned utility; DEC; and DEMEC (nine municipal utilities). Delmarva Power is the only electric utility regulated by the PSC. DEC and DEMEC utilities are governed by boards or city councils. The last comprehensive portfolio of energy efficiency programs operated by Delaware utilities ended in the late 1990s with the advent of electricity competition.

The entire State is in PJM’s territory and is served by PJM’s regional electricity market. The lower two-thirds of Delaware is part of the Delmarva Peninsula, which is a transmission-constrained area of the PJM. During periods of high usage on PJM’s transmission system, transmission-constrained areas can be subject to congestion charges and higher wholesale electricity prices compared to unconstrained areas of the PJM. Delaware utilities have continued to operate demand response programs due to the significant benefits of the programs, particularly in the transmission-constrained part of Delaware.

#### **1.4.1.2 Gas Utilities**

Retail natural gas in Delaware is provided by Chesapeake Utilities in the central and southern part of the State (Kent and Sussex Counties) and Delmarva Power in the northern county (New Castle). Chesapeake Utilities and Delmarva Power are regulated by the PSC. Delaware’s gas utilities energy efficiency offerings have been minimal (e.g., education) or non-existent. Gas companies have typically stressed expansion of gas services and marketing of conversions from other fuels such as propane and oil.

### **1.4.1.3 Statewide Energy Efficiency Utility**

In March 2009, a State-sponsored statewide energy efficiency organization, the Sustainable Energy Utility (“SEU”), began operations. The SEU is a non-profit organization charged by State law with the design and delivery of programs offering comprehensive end-user energy efficiency and customer-sited renewable energy services to Delaware’s households and businesses. The primary funding source for the SEU has been proceeds from the Regional Greenhouse Gas Initiative (“RGGI”), U.S. Department of Energy State Energy Program ARRA grant funds, and the State Energy Efficient Appliance Rebate Program (“SEEARP”). All three funding sources are overseen by DNREC. Since 2009, the SEU has spent about \$10 million on various energy efficiency programs. The SEU closed on its first bond offering, a \$70 million bond to be used for State facilities in the Performance Contracting Program, in August, 2011.

“Energize Delaware” is the program banner of the SEU ([www.energizedelaware.org](http://www.energizedelaware.org)). Energize Delaware currently offers five energy efficiency programs and has closed two programs.

## **1.4.2 Overview of State Programs and Policies**

### **1.4.2.1 Programs Administered by the State**

Appendix A summarizes the energy efficiency programs administered directly by the State. Key programs include the following: the Energy Efficiency and Conservation Block Grant (“EECBG”) programs; WAP; the Delaware Green Energy Program; the new Energy Efficiency Investment Fund; and the Building Energy Codes program. Additionally, DNREC oversees the State Energy Program ARRA grant funds and SEEARP, which are both administered by the SEU on behalf of the State. Delaware also has a “leading by example” program, EO 18, which orders all State executive branch agencies, departments, and offices to achieve an overall collective reduction in energy consumption. For State-administered programs, the Contractor will provide both primary and oversight/due diligence EM&V.

### **1.4.2.2 EERS**

The EERS Act of 2009 establishes statewide energy efficiency resource standards for electric and natural gas utilities in Delaware. The EERS requires electric utilities to attain, from 2007, a 15% consumption savings and a 15% peak demand reduction by 2015, while natural gas utilities are required to attain a 10% consumption savings. The EERS requires DNREC to establish regulations for measurement and verification procedures and standards under which the utilities shall demonstrate, document, and report compliance with the EERS. Since compliance with the EERS statute falls principally on the SEU and the affected energy providers for efficiency programs, utilities will be required to conduct primary EM&V processes to estimate energy and demand savings on which the contractor will provide oversight and due diligence.

### **1.4.2.3 Regional Evaluation, Measurement, and Verification Forum**

DNREC is currently participating in the Regional EM&V Forum, facilitated by the Northeast Energy Efficiency Partnerships (“NEEP”), to develop standards and protocols

for EM&V. DNREC anticipates that the Forum’s protocols and Mid-Atlantic TRM will provide a basis for Delaware’s EM&V methodologies and TRM, to the extent appropriate and applicable.

### **1.5 Prospective Roles and Responsibilities for the Statewide EM&V Contractor**

Title 26, Chapter 15, Section 1504 of Delaware’s Code provides the statutory authority for DNREC to determine appropriate statewide EM&V protocols, procedures, and standards to determine utility compliance with the EERS as well as have an oversight role for the EM&V conducted by utilities and the SEU. DNREC also has the responsibility to evaluate several State energy efficiency programs. While the utilities have conducted some EM&V on their programs to date, they are generally awaiting State guidance on standards.

Table 1 provides a preliminary determination of the EM&V contractor roles and responsibilities on a program administrator basis and intends to assist bidders in preparation of proposals. As part of the EM&V Framework, the Contractor will determine, in consultation with DNREC and stakeholders, a final matrix of EM&V roles and responsibilities

**TABLE 1**

<b>Program</b>	<b>EM&amp;V Priority</b>	<b>Evaluation Period</b>	<b>Impact Evaluation by DNREC EM&amp;V Contractor</b>	<b>Process Evaluation by DNREC EM&amp;V Contractor</b>	<b>DNREC EM&amp;V Contractor EM&amp;V Level of Responsibility</b>
<b>State Programs</b>					
EECBG	High	9/21/09 to 5/30/12	Estimate impact metrics ex-post	Yes	Primary EM&V
Executive Order 18	High	TBD			
Weatherization Assistance Program	Medium	4/1/09 to 4/30/12			
Green Energy Program	High	TBD			
Energy Efficiency Investment Fund Program (future)	High	TBD			
Building Energy Code	High	Not active			
<b>Energize Delaware/SEU Programs</b>					
Efficient Lighting Program	High	7/1/10 to program closing (estimated 12 /15/11)	Ex-post verification of impact metrics	Yes	Oversight and due diligence
Home Performance with ENERGY STAR ® (existing homes)	High	7/1/10 to 4/30/12			
Green for Green (new residential)	High	8/1/10 to 4/30/12			
Efficiency Plus Business	High	11/1/09 to 4/30/12			
Performance Contracting for Institutions and Non-Profits	High	2/1/10 to 4/30/12			
Low Income Multi-Family Housing Loan (closed)	High	3/1/10 to 4/30/12			
ENERGY STAR® Residential Appliance Rebate (closed)	High	9/30/09 to 1/31/11			
<b>Delmarva Power &amp; Light Company Programs</b>					
Energy For Tomorrow	None	TBD	Ex-post verification of impact metrics	No	Oversight and due diligence
Peak Management Pricing Tariff	Low to none	TBD			
Direct Load Control AML-enabled (future)	Low	TBD			
Dynamic Pricing (future)	Low	TBD			
<b>Delaware Electric Cooperative Programs</b>					
Switch and Save	Low	TBD	Ex-post verification of impact metrics	No	Oversight and due diligence
Beat the Peak	Medium to High	TBD			
Irrigation Demand Off Peak	Low	TBD			
Large Commercial – Controlled Load	Low	TBD			
Voltage Reduction	Low	TBD			
Compact fluorescent light distribution	Medium	TBD			
LED lighting pilot	Medium	TBD			
<b>Delaware Municipal Electric Corporation Programs</b>					
Energy Depot	Low	TBD	Ex-post verification of impact metrics	No	Oversight and due diligence
Energy Audits	Low	TBD			
CFL Campaigns	Low	TBD			
LED Street Lighting	Low	TBD			
Large Commercial – Controlled Load (In development)	Medium	TBD			
Beat the Peak (under consideration)	High	TBD			
<b>Chesapeake Utilities Corporation Programs</b>					
Fuel Switching	High	TBD	Ex-post verification of impact metrics	No	Oversight and due diligence
Combined Heat and Power	High	TBD			

## **1.6 Incorporation by Reference**

The following documents are incorporated into this RFP by reference. It is necessary for the bidder to be familiar with these documents and references.

Delaware Code describing the Energy Efficiency Resource Standards,  
<http://delcode.delaware.gov/title26/c015/index.shtml>

Delaware's Energy Efficiency Resource Standards Workgroup Report  
<http://www.dnrec.delaware.gov/energy/information/Documents/EERS/Final%20EERS%20Workgroup%20Report.pdf>

Delaware's Energy Efficiency Potential and Program Scenarios to Meet Its Energy Efficiency Resource Standard  
<http://www.dnrec.delaware.gov/energy/information/Documents/EERS/2011%20CEEP%20EERS%20Study.pdf>

Delaware Energy Plan 2009-2014. The Governor's Energy Advisory Council,  
<http://www.dnrec.delaware.gov/energy/information/Pages/DelawareEnergyPlan.aspx>

Delaware Weatherization Assistance Program,  
<http://www.dnrec.delaware.gov/energy/services/Pages/Weatherization.aspx>

Delmarva Power & Light Company's programs,  
[http://www.delmarva.com/\\_res/documents/DEMasterTariff.pdf](http://www.delmarva.com/_res/documents/DEMasterTariff.pdf).

Energize Delaware programs, <http://www.energizedelaware.org/>, the Sustainable Energy Utility Oversight Board's "Program Report 2009-2011" on Energize Delaware's programs is tentatively planned to be released to the public in August or September 2011; Delaware Energy Consumption Study and Delaware Sustainable Energy Utility, Summary of Research Results and Recommendations are available on request; overview of Energize Delaware's market research, <http://www.energizedelaware.org/sites/default/files/file/Research%20Points%20the%20Way%20to%20Save%20Money%20and%20Energy-Reformatted.pdf>.

EECBG Program Sub-Grants to Local Governments,  
[http://www.dnrec.delaware.gov/energy/information/Pages/EECBG\\_Program\\_Grants.aspx](http://www.dnrec.delaware.gov/energy/information/Pages/EECBG_Program_Grants.aspx)

Executive Order 18, issued by Governor Jack Markell,  
[http://governor.delaware.gov/orders/exec\\_order\\_18.shtml](http://governor.delaware.gov/orders/exec_order_18.shtml)

PJM Manual M-18: PJM Capacity Market  
<http://www.pjm.com/~media/documents/manuals/m18.ashx>

PJM Manual 18B: Energy Efficiency Measurement & Verification,  
<http://www.pjm.com/~media/documents/manuals/m18b.ashx>

Regional Evaluation, Measurement and Verification Forum, <http://www.neep.org/emv-forum>

## **1.7 Delaware EM&V Stakeholder Group**

DNREC will create a Delaware EM&V stakeholder group – comprised of Delaware’s utilities, SEU, PSC, DNREC, and other relevant entities (derived from the current DNREC-lead workgroup on the EERS that was established in the 2009 EERS law). DNREC will facilitate regular stakeholder group meetings. The purpose and mission of this Group will be for all stakeholders to give input on and gain an understanding of: EM&V issues and priorities; the EM&V Framework; TRM; methodologies; and EM&V Plan(s). DNREC will manage and facilitate meetings in a collaborative manner. As specified in Task 3.4, the Contractor will support these meetings by providing materials and input, as required for development of EM&V Framework, TRM, and methodologies. The Contractor will consider input from the stakeholder group in the preparation of these documents.

## **2.0 SCOPE OF WORK**

The Contractor shall undertake the following activities to fulfill the objectives of this contract. These activities and tasks are not necessarily sequential and DNREC anticipates that the Contractor will be working on several activities and tasks concurrently.

### **ACTIVITY 1: Needs Assessment and Revised Scope and Budget**

#### **Task #1.1 Review Background Materials and Assess Delaware's EM&V Research Needs**

The Contractor shall review Delaware’s EM&V contract objectives, baseline studies, market assessment studies, recently closed programs, current and proposed programs, PJM demand response protocols, and other relevant documents. The Contractor shall also use the EM&V Stakeholder Group as a resource in gaining an understanding of Delaware’s EM&V research needs. The Contractor shall research and identify organizations (e.g., NEEP), collaborative arrangements, products, and other resources that will enable Delaware to share EM&V costs with other states, the District of Columbia, and utilities. The Contractor shall assess the need for additional EM&V research in Delaware and make recommendations based on this assessment. The Contractor shall assess costs and processes to participate in the PJM Capacity Market and voluntary carbon markets.

#### **Task #1.2 Revise Scope and Budget**

Based on the Task #1.1, the Contractor shall revise the Scope of Work and budget. The revised Scope of Work shall not include new Activities or Tasks, but rather shall refine and provide more details for Activities and Tasks and include a revised/reallocated budget to account for revised schedules and priorities.

#### **Task #1.3 Reporting for Contract Year One**

Monthly Reports: The Contractor shall prepare and submit a monthly report to DNREC that provides an activity report and provides status updates on selected EM&V activities.

### **ACTIVITY 2: Year One EM&V for Selected State and SEU Programs**

The following programs shall be evaluated in Year One: WAP, EECBG, and all SEU programs. EM&V for WAP and all SEU programs will cover program activities from 2009 through April 30, 2012 (although most programs did not start until late 2010, see Table 1 for program start dates) and for EECBG programs will cover program activities from 2009 until May 30, 2012

(although most programs did not start until late 2010). The final EM&V report will be provided by July 31, 2012. EECBG projects that are finished after June 1<sup>st</sup>, 2012 will be evaluated in Year Two. DNREC understands that the compressed evaluation timeframes for these programs will be a limiting factor on the impact and process evaluation approaches and methods that can be implemented, but we are limited by the funding and reporting requirements of the ARRA grants.

### **Task #2.1 Develop EM&V Plan for Selected State and SEU Programs to be Implemented in Year One**

After review of existing data, records, and program administrator procedures, the Contractor shall develop a detailed EM&V plan and budget for each program. To the extent possible, the Contractor shall rely on existing/available TRMs, methods, and protocols in the development of the EM&V Plan. DNREC anticipates that impact evaluations of SEU programs will consist largely of “third-party” verification of savings estimates and that impact evaluations of State programs will involve both “third-party” verification of savings estimates and ex-post impact analyses with some field verification. Budget and scope may be revised after this Task.

### **Task #2.2 Implement EM&V Plans and Provide EM&V Reports for State and SEU Programs**

The Contractor shall implement the EM&V plans for WAP, EECBG, and all SEU programs as soon as possible after development of the plans.

### **ACTIVITY 3: Development of EM&V Standards and Processes for All Programs for Years Two and Beyond**

Activity 3 will be implemented in parallel with Activity 2. Final versions of Tasks #3.1, #3.2., and #3.3 are due by April 30, 2012.

#### **Task #3.1 EM&V Framework**

Based on the research in Task #1.1 and input from the stakeholders (see Section 1.7), the Contractor shall develop an EM&V Framework for Delaware. An EM&V Framework is a document that establishes an overall approach to EM&V including principles, metrics, reporting requirements, schedules, allowable approaches, and the roles and responsibilities of various entities. The Framework also sets the expectations (not the details) for the content and scope of EM&V procedures and documents including the annual EM&V Plan and annual EM&V report. Table 1(see Section 1.5) will be reviewed and probably updated as part of the Framework development process. The Framework should provide for fair and consistent standards to evaluate programs and compare results from all programs, by all administrators, including the consideration of additional cost-effectiveness tests for program evaluation. While a Framework remains in place indefinitely, it is considered a “living document” that can be updated as needed. Budget and scope of work may be revised after this task.

#### **Task #3.2 Uniform EM&V Methodology and TRM Development**

The term “uniform EM&V methodology (or methods)” refers to documents that standardize and define how impact evaluations are to be conducted for energy efficiency programs, demand response programs, and/or specific measures used in programs. Contents of an uniform EM&V methods document might include specific methodology to use, rigor requirements (e.g., sample size and confidence levels), evaluation timing, and reporting requirements. The Contractor shall

develop uniform EM&V methodology for Delaware’s energy efficiency and demand response programs – past programs that will still be evaluated, current programs that will be evaluated, and programs in advance stages of planning for which evaluations will also be conducted in future years. In developing these methodologies, the Contractor shall use (and modify, when appropriate) the following resources, listed in order of priority:

1. EM&V Forum;
2. Other relevant national resources (e.g., International Performance Measurement and Verification Protocol and the National Action Plan Model Energy Efficiency Program Impact Evaluation Guide);
3. Regional resources, including PJM and other states’ standards and protocols; and
4. Contractor-developed original methodologies.

The Contractor shall consult with DNREC, the utilities, and the SEU to account for Delaware-specific or utility-specific conditions that may affect the methodology. The Contractor shall refer to Table 1 to determine DNREC’s priorities, by program, for development of uniform EM&V methods. DNREC expects a more in-depth development process for programs/measures less commonly evaluated such as combined heat and power, building codes, and fuel switching, but which are considered important by Delaware’s stakeholders.

The Contractor shall develop and update a TRM for Delaware’s programs so that it contains current documentation on measure and program assumptions for Delaware’s energy efficiency and demand response programs: past, current, and planned. In developing Delaware’s TRM, the Contractor shall first propose a format and structure for the TRM (including whether deemed savings and/or deemed savings algorithms will be used) and which measures and measure applications (e.g., residential direct install and point of sale) should be included. In preparing the TRM, the Contractor is expected to use (and modify, when appropriate) the following resources, listed in order of priority:

1. Mid-Atlantic TRM, developed by the EM&V Forum;
2. Assumptions used by the State’s utilities;
3. Regional resources, including other states’ TRMs;
4. Other relevant national resources; and
5. Contractor-developed deemed-savings assumptions.

The Contractor shall consult with DNREC, the utilities, and the SEU to account for Delaware-specific or utility-specific conditions that may impact savings assumptions. The Contractor also shall establish policies and procedures for TRM updates and additions in the future.

### **Task #3.3 Develop EM&V Plan for all Delaware Programs to be Implemented in Years Two and Beyond**

The Contractor shall develop a detailed annual plan to evaluate all energy efficiency and demand response programs in Delaware. The Contractor shall refer to an updated version of Table 1 (updated as part of Framework development per Task #3.1) to determine the level, primary or oversight, of EM&V being requested by DNREC. The annual EM&V Plan provides details for the major evaluation activities that will be conducted during the evaluation period including budgets by program and the budget allocation between programs/measures/market sectors, as applicable.

Evaluations of programs should develop retrospective estimates of energy savings in a manner that is defensible to government agencies and the public. In addition to serving as basis for documenting savings, evaluation results should be used to improve programs and to provide a basis for future savings estimates.<sup>1</sup> Included in the annual EM&V Plan are program impact, market effect, and process evaluation plans as well as site-specific measurement and verification plans that may be required for programs with custom projects, programs participating in the PJM Capacity Market, or programs with site inspections. However, site-specific measurement and verification plans are not typically required for all measures or participants in a program. The Contractor shall also assess the need for additional EM&V research in Delaware and make recommendations based on this assessment.

EM&V plans will include, but not be limited to:

- Descriptions of program theory, objectives and performance metrics for each program and the portfolio as a whole;
- Description of impact evaluation for each program including (see Section 1.1 for metrics):
  - Selected EM&V approach, key assumptions, required data, data collection approach, equations, expected level of rigor/reliability of results, and quality control plan
  - Explanation of basis for selected approach and rigor, including any decisions to use deemed savings approaches versus measurements;
  - Indication and basis for decision to report net or gross savings, and the definition of net savings as appropriate;<sup>2</sup>
  - Assess program cost-effectiveness; and
  - If using measurement and verification methods, provide the survey design, sampling strategies, testing, data collection, timeline, and other relevant information.
- Description of process evaluations for each program, including:
  - Evaluations of program design, delivery, and implementation;
  - Comparative analyses of alternative program designs;
  - Identification of ways to improve current programs and mechanisms for prompt and regular program feedback;
  - Quality assurance and control procedures;
- Description of market effects evaluation for each program;
- Costs for the tasks and activities required to complete the impact, process, and market effect evaluations;
- Format for EM&V reports listed in Task #4.3;
- Reporting formats for the data and information needed from DNREC, utilities, and other agencies with dates that the data will be needed;
- Description of the costs and processes to participate in the PJM Capacity Market;
- Description of the costs and processes to participate in voluntary carbon markets;

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<sup>1</sup> National Action Plan for Energy Efficiency (2007). Model Energy Efficiency Program Impact Evaluation Guide. Prepared by Steven R. Schiller, Schiller Consulting, Inc. [www.epa.gov/eeactionplan](http://www.epa.gov/eeactionplan).

<sup>2</sup> For Activity 2/Year One, DNREC is requesting calculation of gross savings only. Based on stakeholder input and research in Activity 1, DNREC may request the calculation of net savings for select programs in Year Two and beyond.

- Budget; and
- Schedules for work including reporting timetables.

### **Task #3.4 Program and Policy Support and Stakeholder Involvement**

The Contractor shall conduct the following tasks to support program and policy objectives and facilitate stakeholder involvement:

- Prepare supporting material and provide technical experts for regulations, hearings, workshops, and other meetings;
- Participate in regular meetings with stakeholders and entities responsible for EM&V implementation and oversight in Delaware to get input and review major findings, observations, review of project implementation, and recommended updates to the EM&V Plan;
- Develop an overall system of records that includes the data, information, and reporting formats needed for:
  - Evaluation of programs;
  - DNREC reporting requirements in Task #4.3; and
  - Public reporting of energy efficiency and demand response savings and program achievements in job creation and emission reduction.
- Develop content for public reporting on a State-maintained web-based portal.

### **Task #3.5 Market Evaluation and Potential Study**

Review current studies applicable to Delaware and report a summary of key findings. Provide recommendation for future research priorities including potentials for future regional partnerships.

## **ACTIVITY 4: EM&V Implementation in Years Two and Beyond**

### **Task #4.1 Implementation of EM&V**

For Year Two, the Contractor shall implement the EM&V plan developed in Task #3.3. Based on discussions between the Contractor and DNREC and findings of Activity 1 and 2, a revised Scope of Work and budget will be determined for Year Two implementation. Implementation activities shall include, but are not limited to:

- Conducting impact evaluations of selected energy efficiency and demand response programs to determine the impacts and co-benefits that directly result from a program, as well as assess savings persistence. Performance metrics include the following and can be calculated using measured or deemed savings methods:
  - Gross energy savings (MWh, MMBtu, MCCF);
  - Evaluation of net vs. gross savings for some programs as outlined in EM&V plan from Task #3.3;
  - Demand savings (MW);
  - Emission reductions (criteria pollutants and GHG);
  - Job creation (FTE);
  - Program cost-effectiveness;
  - Program expenditures; and
  - Cost of saved energy.
- Conducting process evaluations for selected programs that include the following:

- Evaluations of program design, delivery, and implementation;
- Comparative analyses of alternative program designs;
- Identification of ways to improve current programs and mechanisms for prompt and regular program feedback; and
- Quality assurance and control procedures.
- Overseeing primary EM&V activities by the SEU and utilities;
- Guiding program improvement efforts and provide recommendations for program and portfolio re-design, delivery, and funding allocation;
- Providing assistance for participation in the PJM Capacity Market and voluntary carbon markets, if requested by DNREC; and
- Assessing achievement of State goals and targets.

#### **Task #4.2 Implementation of Market Assessment Studies**

The Contractor shall conduct markets assessment studies identified in Tasks #1.1 and #3.3. These studies shall be based on the analysis of existing research and not on primary data collection.

#### **Task #4.3 Reporting**

##### **Monthly Reports**

The Contractor shall prepare and submit a monthly report to DNREC that provides an activity report and provides status updates on selected EM&V activities.

##### **Semi-Annual Reports**

The Contractor shall prepare and submit a semi-annual report to DNREC, utilities, the SEU, and PSC. Contents of the report shall include:

- An update on statewide energy and demand savings;
- Any emerging issues, deficiencies, or recommendation for improvements in program implementation or the monitoring of energy efficiency and demand response programs (these will also be communicated in the more rapid feedback process that will be designed as part of the EM&V framework);
- Brief overview of the Contractor's activities over last six month and planned activities for the next six months; and
- Recommended modifications to the evaluation protocols that can improve the reliability of the evaluation.

##### **Annual Reports**

The Contractor shall prepare and submit an annual EM&V report to DNREC, utilities, the SEU, and PSC. This report shall be made available to the public on the web-based portal. Contents of the report shall include:

- Summary of all the EM&V activities during the annual period;
- Impact evaluation methodology and results, by program, and portfolio:
  - Energy savings (MWh, MMBtu, MCCF);
  - Demand savings (MW);
  - Emission reductions (criteria pollutants and GHG);
  - Job creation (FTE);

- Program expenditures; and
- Cost of saved energy;
- Process evaluation findings, observations, and recommendations regarding Delaware’s energy programs;
- Key evaluation issues with a summary of how they were handled; and
- Discussion of statewide and utility goals and progress toward meeting those goals.

**Information Requests**

The Contractor shall provide ad-hoc reports and other EM&V data and information on an as-needed basis as requested by DNREC.

**3.0 DELIVERABLES**

The Contractor shall provide the following deliverables for Year One. The timeline for these deliverables is negotiable.

<b>Deliverables</b>	<b>Task</b>	<b>Days After Contract Execution</b>
Report of Review and Assessment of Delaware's EM&V Research Needs	1.1	30
EM&V Plan for Selected State and SEU Programs	2.1	60
Draft EM&V Framework	3.1	60
Final EM&V Framework, Methodologies, and TRM	3.1, 3.2	April 30, 2012
Final EM&V Plan	3.3	April 30, 2012
Final Report on EM&V of WAP and SEU Programs	2.2	July 31, 2012
Final Report on EM&V of EECBG Programs	2.2	December 31, 2012
Policy support and stakeholders review and feedback	3.4	Throughout term of contract
Monthly Status Reports	1.3	Throughout term of contract

**4.0 CONTRACTOR COMPENSATION**

The Contractor shall be compensated for reasonable and appropriate services provided and expenses incurred in order to perform the Statement of Work. Compensation for such services and expenses shall be based on the Contractor’s actual costs incurred and services rendered. Proposals should be based on time and materials estimates with a not to exceed limit.

**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. See Section 7.4 for more requirements regarding proposal submission.

## **5.1 Organizational and Management Capacity to Meet Requirements**

Bidders shall demonstrate the capability of their company/organization to perform the services described in this RFP. 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 the bidder, that structure should be described fully and clearly.

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

Bidders shall describe their firm and/or team's experience and capabilities in providing services similar to the EM&V services outlined in the Scope of Work. Bidders should highlight any experience with developing EM&V frameworks, market assessments studies, TRM development, developing uniform EM&V methodology for programs or measures, and with stakeholder groups.

### **5.1.2 Staffing and Subcontracting Plan**

Bidders shall describe a staffing plan and the roles of each of the positions listed in bidder's staffing plan. Bidders shall specify any anticipated subcontractors. Two or more companies/organizations may team up on one bid.

### **5.1.3 Expertise of Key Personnel**

Bidders shall identify key personnel to be assigned to this project, describe their primary responsibilities in regards to the Scope of Work, and include resumes that describe the individuals' experience and qualifications related to the functions they are expected to perform with the Contractor. Note that key Contractor personnel qualifications are more critical than firm qualifications and that staffing changes for key personnel are subject to approval by DNREC.

### **5.1.4 Client References**

Bidders shall provide four references from previous (or current) clients. 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 personnel. References should be provided in the form in Attachment 4.

### **5.1.5 Sustainability**

Bidders shall describe measures your business/organization has taken to increase the environmental and energy sustainability of your business and/or physical building.

## **5.2 Statement of Work**

Bidders shall provide a description of the proposed work and timeline for each task listed in Section 2.0, Scope of Work for Activities 1, 2, and 3 for Year One. Bidders also shall use this section to explain the proposed budget in Section 5.3.

## **5.3 Proposed Budget**

Bidders shall propose a budget for each Activity and its associated Tasks in the Scope of Work for Year One (date of contract execution to July 31, 2012) using the budget templates in

Attachment 8. In Table 8-3, bidders shall list staff, hours and, billing rates. In Table 8-4, bidders shall provide budget estimates of EM&V activities to July 31, 2012. Bidders shall provide detailed preliminary budget estimates for tasks in Activities 1, 2, and 3, but the budget may be re-evaluated and reallocated from the findings of the early tasks. Please note that material (direct) costs must be billed at their cost to the consultant. Subcontractor labor billing rates, however, may include a minimal administrative charge.

The funding available for “Year One” of the contract that will be executed as a result of this RFP is approximately \$1.5 million. The funding available for Year One is negotiable. Proposals that meet evaluation objectives but are more cost-effective by pricing the bid under \$1.5 million are encouraged. Alternatively, DNREC may also appropriate additional funding for Year One. Bidders may recommend a larger budget and different set of activities for Year One that is fiscally efficient, meets evaluation objectives, and/or can provide more value for Delaware. Activity 2 will be conducted exclusively in Year One. Activities 1 and 3 will also be conducted in Year One. If funding and time is available, Task #4.2 may also be conducted in Year One.

#### **5.4 Essay Questions**

To encourage bidders to demonstrate their creativity and their understanding of DNREC’s requirements, bidders are required to include short essay responses to the questions below. The essays should be concise, no longer than two paragraphs, and reflect an understanding of EM&V best practices:

1. What, if any, changes does the bidder suggest to the Scope of Work for this RFP?
2. DNREC is interested in the effects of possibly increasing or decreasing the evaluation budget. Given your response to the previous question, discuss what would be the impact if the evaluation budget (\$1.5 million) was reduced by 25% for Year One? What additional services and/or improvements are suggested if the budget was increased by 25% for Year One?
3. Describe the differences between evaluation of energy efficiency programs and demand response programs? What are EM&V best practices for demand response programs?
4. Describe how the bidder would suggest handling accuracy in reporting program results? What strategies will work well for reducing overall uncertainty while controlling evaluation review costs? How does the bidder propose reporting uncertainty of the results?

### **6.0 PROPOSAL EVALUATION PROCESS**

A Proposal Evaluation Team (“Team”), composed of State of Delaware representatives, will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders must provide, in timely manner, any and all information that the State of Delaware may deem necessary to make a decision.

#### **6.1 Proposal Evaluation Team**

The Team shall be comprised of representatives of the State of Delaware. The Team shall determine which bidders meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. The Team may negotiate with

one or more bidders during the same period and may, at its discretion, terminate negotiations with any or all bidders. The Team shall make a recommendation regarding the award to the DNREC, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful bidder in the best interests of the State of Delaware.

## 6.2 Proposal Evaluation Criteria

The Team shall assign up to the maximum number of points for each evaluation criteria to each bidder’s proposals. All assignments of points shall be at the sole discretion of the Team.

The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor in Team’s consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select, for negotiations or contract award, a proposal other than that with lowest costs;
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP;
- Waive or modify any information, irregularity, or inconsistency in proposals received;
- Request modification to proposals from any or all bidders during proposal review and contract negotiation; and
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time.

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Team to evaluate proposals:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
<b>1. Organizational and Management Capacity to Meet Requirements</b>	<b>40</b>
– Bidder qualifications and experience in EM&V	
– Staffing and subcontracting plan	
– Expertise of key personnel	
– Client references	
– Sustainability	
<b>2. Technical Approach</b>	<b>40</b>
– Proposal comprehension and clarity regarding meeting project objectives	
– Proposed approach for implementing tasks	
– Thoroughness and practicality of approach	
– Creativity of approach	
– Green job creation in the Delaware	
<b>3. Cost</b>	<b>20</b>
– Billing rates and direct costs	
– Total cost of Activities 1, 2, and 3	

- Answers to essay questions #2 and #4	
<b>Total Points Available</b>	<b>100</b>

### 6.3 Proposal Clarification

The Team may contact any bidder in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

### 6.4 References

The Team may contact any customer of the bidder, whether or not the customer is included in the bidder’s reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include bidder personnel. If the bidder is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits. References are to be provided on Attachment 4.

## 7.0 INSTRUCTIONS FOR BIDDERS AND RFP RULES

### 7.1 Schedule

Important dates for this solicitation are listed below.

Public Notice of RFP	August 18, 2011
Pre-Proposal Conference	September 8, 2011
Statement of Intent	September 12, 2011
Questions Submitted	September 12, 2011
Questions Answered	September 16, 2011
Deadline for Receipt of Proposals	September 26, 2011
Notification of Award	October 14, 2011

### 7.2 Minimum Requirements

The following information shall be provided in each proposal. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of DNREC.

#### 7.2.1 Professional Liability Insurance

Provide evidence of professional liability insurance in the amount of \$1,000,000.00/\$3,000,000.00.

### 7.3 RFP Administrative Information

#### 7.3.1 Obtaining Copies of the RFP

This RFP is available in electronic form through the DNREC website at [http://\\_\\_\\_\\_\\_](http://_____) and the State of Delaware Procurement website at <http://www.bids.delaware.gov/>. Paper copies of this RFP will not be available.

### **7.3.2 Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* § 6981 and 6982 (a).

### **7.3.3 Assistance to Bidders with a Disability**

Bidders with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

### **7.3.4 RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below.

Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the bidder. Bidders should rely only on written statements issued by the RFP designated contact.

Bahareh van Boekhold  
Department of Natural Recourse and Environmental Control  
Division of Energy and Climate  
1203 College Park Drive, Suite 101  
Dover, DE 19904  
Phone: 302.735.3480 (ext. 3495)  
Fax: 302.739.1840  
Bahareh.vanBoekhold@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services also can be used.

### **7.3.5 Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the bidders' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

### **7.3.6 Contact with State Employees**

Direct contact with State of Delaware employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Bidders directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

### **7.3.7 Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP. Any firm providing EM&V services to utilities for programs in Delaware is ineligible to respond to the RFP. Any firm providing services, of any type, for

active energy efficiency and demand response programs in Delaware is ineligible to respond to the RFP.

### **7.3.8 Exclusions**

The State of Delaware reserves the right to refuse to consider any proposal from a bidder who:

- Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public contract, private contract, or subcontract, or in the performance of the contract or subcontract;
- Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- Has violated contract provisions such as:
  - Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- Has violated ethical standards set out in law or regulation; and
- Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

### **7.3.9 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 had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware 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.

All bidders must complete Attachment 1, Non-Collusion Statement, and submit the form with its proposal. The awarded bidder(s) will be presented with the contract form of the Non-Collusion Statement for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with DNREC.

### **7.3.10 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 State of Delaware employee or agent of the State of Delaware 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.

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

### **7.3.11 Solicitation of State Employees**

Until contract award, bidders shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware'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 State of Delaware's contracting officer. Solicitation of State of Delaware 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 State of Delaware employee who has initiated contact with the bidder. However, State of Delaware 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.

### **7.3.12 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. Bidders must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

## **7.4 Proposal Submissions**

### **7.4.1 Acknowledgement of Understanding of Terms**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

### **7.4.2 Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP that the applicant may have taken in the proposal. The transmittal letter must attest to the fact that no activity (with the exception of temporary travel by Contractor or sub-contractor employees) related to this proposal contract will take place outside of the United States. The State reserves the right to deny any and all exceptions taken to the RFP requirements.

The proposal submission must contain: (1) an original (with original signatures) paper (double-sided) proposal; (2) one paper copy of the proposal (double-sided); and (3) electronic copies on a portable memory device (e.g., compact disc or flash drive).

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **4:30 PM EDT** on September 26, 2011. Proposals may be delivered by express delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Bahareh van Boekhold  
Department of Natural Recourse and Environmental Control  
Division of Energy and Climate  
1203 College Park Drive, Suite 101  
Dover, DE 19904  
Bahareh.vanBoekhold@state.de.us

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:30 PM EDT** on September 26, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing bidder bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of proposals, each bidder shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation in respect to this RFP.

### **7.4.3 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.

#### **7.4.4 Proposal Costs and Expenses**

The State of Delaware 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.

#### **7.4.5 Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 26, 2011. The State of Delaware reserves the right to ask for an extension of time if needed.

#### **7.4.6 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 deadline for receipt of proposals. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

#### **7.4.7 Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the bidder.

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

#### **7.4.8 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 State of Delaware.

#### **7.4.9 Concise Proposals**

The State of Delaware 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 State of Delaware's interest is in the quality and responsiveness of the proposal.

#### **7.4.10 Realistic Proposals**

It is the expectation of the State of Delaware 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 State of Delaware 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.

#### **7.4.11 Confidentiality of Documents**

All documents submitted as part of the bidder's proposal will be deemed confidential during the evaluation process. Bidder proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any bidder's information to a competing bidder prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidder(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Bidder(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a bidder feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Bidder(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain the form in Attachment 3 to describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the bidder does not have any documents it declares confidential or proprietary, Attachment 3 should be completed by checking the appropriate box found at the top of the attachment.

#### **7.4.12 Multi-Bidder Solutions (Joint Ventures)**

Multi-bidder 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 the State of Delaware 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 of the bidder'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. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve bidder of responsibility for the professional and technical accuracy and adequacy of the work. Further, the bidder shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-bidder proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each bidder.

#### **7.4.12.1 Primary Contractor**

The State of Delaware expects to negotiate and contract with only one "prime contractor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from bidders 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 State as a result of this procurement. The State will make contract payments only to the awarded bidder. Payments to any-subcontractors are the sole responsibility of the prime contractor (awarded bidder).

#### **7.4.12.2 Sub-Contracting**

The bidder selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, bidder 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, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

#### **7.4.12.3 Multiple Proposals**

A primary contractor may not participate in more than one proposal in any form. Sub-contracting bidders may participate in multiple joint venture proposals.

#### **7.4.13 Discrepancies and Omissions**

The bidder is 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. Should the bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, bidder shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the deadline for receipt of proposals. This will allow issuance of any necessary addenda. It will also help

prevent the opening of a defective proposal and exposure of the bidder's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the deadline for receipt of proposals.

#### **7.4.14 State's Right to Reject Proposals**

The State of Delaware reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Bidders submitting proposals may be afforded an opportunity for discussion. Bidders may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with the bidders who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing bidders during the negotiation process.

#### **7.4.15 State's Right to Cancel Solicitation**

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

This RFP does not constitute an offer by the State of Delaware. Bidder's participation in this process may result in the State of Delaware 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 State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

#### **7.4.16 State's Right to Award Multiple Source Contracting**

Pursuant to *29 Del. C. § 6986*, the State of Delaware may award a contract for a particular professional service to two or more bidders if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

#### **7.4.17 Notification of Withdrawal of Proposal**

The bidder may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware 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 State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

#### **7.4.18 Addenda to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) and DNREC's at <http://www.dnrec.delaware.gov/energy/information/Pages/Evaluation.aspx>. By submitting an offer to the State, bidders have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addend related to the RFP.

#### **7.4.20 Exceptions to the RFP**

Bidders may elect to take minor exceptions to the specifications and terms and conditions of this RFP by completing Attachment 2. All exceptions must be listed on Attachment 2. Exceptions listed elsewhere in a proposal will not be considered. DNREC will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the proposal or before the deadline for receipt of proposals. If the bidder is taking no exceptions, respond accordingly on Attachment 2.

#### **7.4.21 Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

### **7.5 Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware 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 State of Delaware 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.

### **7.6 RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract. The contract shall be awarded to the bidder whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the bidder who submits the lowest bid or the bidder who receives the highest total point score, rather the contract will be awarded to the bidder whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning bidder will be invited to negotiate a contract with the State of Delaware; remaining bidders will be notified in writing of their selection status.

### **7.7 Statement of Intent to Respond**

All that intend to respond to the RFP should submit the “Intent to Respond” form, Attachment 5, by September 12, 2011. Submission of the Intent to Respond form is not mandatory but will be useful for DNREC to gauge the potential number of RFP respondents and to provide inquiries and questions documents or RFP amendments.

### **7.8 Inquiries and Questions**

The State of Delaware will be pleased to answer any questions bidders may have in formulating their response to this RFP. All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by September 12, 2011. All questions will be answered in writing by September 16, 2011 and posted on DNREC website at <http://www.dnrec.delaware.gov/energy/information/Pages/Evaluation.aspx> and the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). All questions must make specific reference to the section(s) and page numbers from this RFP, where applicable. Oral explanations or instructions will not be binding.

### **7.9 Pre-Proposal Conference**

DNREC will hold a Pre-Proposal Conference on September 8, 2011 at 10:00 a.m. at the Division of Climate and Energy’s Conference Room. A call-in number will be provided for those who cannot attend the conference in person. Bidders may provide questions in writing or email to be answered in the Pre-Proposal until September 8, 2011. DNREC’s response to each question will be compiled into one document listing questions and answers. DNREC will combine this completed question and answer document with the document produced from Section 7.8 and be sent to all persons and organizations who have submitted “Intent to Respond” forms and also post them on DNREC’s website at <http://www.dnrec.delaware.gov/energy/information/Pages/Evaluation.aspx> and the State’s Procurement website at <http://www.bids.delaware.gov/>.

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

Bidders may not release any information about this RFP. The State of Delaware 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 State of Delaware 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 State of Delaware.

## **8.0 CONTRACT TERMS AND CONDITIONS**

### **8.1 General Information**

- The term of the contract between the successful bidder and the State shall be between the date of contract execution and April 30, 2012 with three one-year extensions.

- The selected bidder will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Bidders will be required to sign the contract for all services, and may be required to sign additional agreements.
- The selected bidder or bidders will be expected to enter negotiations with the State of Delaware, 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.
- The State of Delaware's standard 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.
- No awarded bidder is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful bidder.
- 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 General Contract Terms**

The State of Delaware reserves the right to incorporate the following standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP.

### **8.2.1 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.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

### **8.2.2 Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

### **8.2.3 Licenses and Permits**

In performance of the contract, the Contractor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the Contractor. The Contractor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the Contractor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200, Public Service; (302) 577-8205, Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject the Contractor to applicable fines and/or interest penalties.

### **8.2.4 Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Bahareh van Boekhold  
Department of Natural Recourse and Environmental Control  
Division of Energy and Climate  
1203 College Park Drive, Suite 101  
Dover, DE 19904  
Bahareh.vanBoekhold@state.de.us

### **8.2.5 Indemnification**

#### **8.2.5.1 General Indemnification**

The Contractor will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Contractor's its agents and

employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

#### **8.2.5.2 Proprietary Rights Indemnification**

The Contractor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Contractor in writing and the Contractor shall defend such claim, suit or action at the Contractor's expense, and the Contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Contractor (collectively "Products") is or in the Contractor's reasonable judgment is likely to be, held to constitute an infringing product, the Contractor shall at its expense and option either:

- Procure the right for the State of Delaware to continue using the Product(s);
- Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

### **8.2.6 Insurance**

**8.2.6.1** The Contractor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this contract.

**8.2.6.2** The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Contractor is an independent contractor and is not an employee of the State of Delaware.

**8.2.6.3** During the term of this contract, the Contractor shall, at its own expense, carry insurance minimum limits as follows:

- (a) Comprehensive General Liability, \$1,000,000; and

- (b) Medical/Professional Liability \$1,000,000/ \$3,000,000; or
- (c) Misc. Errors and Omissions, \$1,000,000/\$3,000,000; or
- (d) Product Liability \$1,000,000/\$3,000,000.

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the Contractor shall, in addition to the above coverages, secure at its own expense the following coverage:

- Automotive Liability (Bodily Injury), \$100,000/\$300,000
- Automotive Property Damage (to others), \$ 25,000

**8.2.6.4** The Contractor shall provide a certificate of insurance as proof that the Contractor has the required insurance.

### **8.2.7 Performance Requirements**

The Contractor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

### **8.2.8 Warranty**

The Contractor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Contractor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

### **8.2.9 Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Contractor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the Contractor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

### **8.2.10 Penalties**

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

### **8.2.11 Termination for Cause**

If for any reasons, or through any cause, the Contractor fails to fulfill, in timely and proper manner, its obligations under the contract, or if the Contractor violates any of the covenants,

agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) 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 Contractor under the contract shall, at the option of the State of Delaware, become its property, and the Contractor 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 State of Delaware.

#### **8.2.12 Termination for Convenience**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) 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 Contractor under the contract shall, at the option of the State of Delaware, become its property, and the Contractor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Contractor 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 Contractor 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 Contractor 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 Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

#### **8.2.13 Non-Discrimination**

In performing the services subject to this RFP, the Contractor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor 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.

#### **8.2.14 Covenant against Contingent Fees**

The Contractor 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the State of Delaware 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.

### **8.2.15 Contractor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Contractor. The Contractor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

### **8.2.16 Work Product**

All materials and products developed under this contract by the Contractor are the sole and exclusive property of the State. The Contractor will seek written permission to use any product created under the contract.

### **8.2.17 Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the Contractor shall constitute the contract between the State of Delaware and the Contractor. 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, State of Delaware's RFP, the Contractor's response to the RFP, and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Contractor.

### **8.2.18 Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The Contractor consents to jurisdiction and venue in the State of Delaware.

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

- (a) The laws of the State of Delaware;
- (b) The applicable portion of the Federal Civil Rights Act of 1964;
- (c) The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (d) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (e) That programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any the Contractor fails to comply with (a) through (e) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

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

### **8.2.19 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.

### **8.2.20 Other General Conditions**

#### **8.2.20.1 Current Version**

“Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.

#### **8.2.20.2 Current Manufacture**

Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

#### **8.2.20.3 Volumes and Quantities**

Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

#### **8.2.20.4 Prior Use**

The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.

#### **8.2.20.5 Regulations**

All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

#### **8.2.20.6 Changes**

No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

#### **8.2.20.7 Additional Terms and Conditions**

The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

### **8.2.21 RFP Reference Library**

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.

### **8.2.22 Required Reporting**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

On the 15th (or next business day after the 15th day) of each month, the successful bidder shall furnish, electronically, a Usage Report (Attachment 9) detailing the purchasing of all services on this contract. The Usage Report reports shall be submitted electronically in Excel format and sent as an attachment to [Bahareh.vanBoekhold@state.de.us](mailto:Bahareh.vanBoekhold@state.de.us). It shall contain the six-digit department and organization code.

Any exception to this mandatory requirement may result in cancellation of the contract. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them in assessment of responsibility in the evaluation of future proposals.

In accordance with Executive Order 14, Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful bidder will be required to report on the participation by a minority and/or women-owned business enterprise (MWBE) under this awarded contract. The reported data elements shall include, but not be limited to: name of state contract/project; the name of the MWBE; MWBE contact information (phone, email); type of product or service provided by the MWBE; and any MWBE certifications for the subcontractor(s) (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 10 and these reports shall be submitted to the contracting Agency's Supplier Diversity Liaison found at: [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liasions.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liasions.xls) and the Office of Minority and Women Business Enterprise (OMWBE) Executive Director at [vendorsage@state.de.us](mailto:vendorsage@state.de.us), on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

Attachment 7 provides a link to the OMWBE certification application.

### **8.2.23 Audit Access to Records**

The successful bidder shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The successful bidder agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the successful bidder. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The successful bidder agrees to make such records available for inspection, audit, or reproduction to any official State representative in the

performance of their duties under the Contract. Upon notice given to the successful bidder, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the successful bidder's financial records will be borne by the successful bidder. Reimbursement to the State for disallowances shall be drawn from the successful bidder's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

## **Appendix A: Delaware's Energy Efficiency and Demand Response Programs**

### **A.1 Delmarva Power & Light Company Programs**

Below are brief descriptions of Delmarva Power & Light Company's current demand response programs. As indicated in its most recent Integrated Resource Plan, Delmarva Power is planning a residential air conditioner direct load control program using smart thermostats or outdoor switches, a small commercial customer packaged air conditioner direct load control program using smart thermostats or outdoor switches, and advanced metering infrastructure enabled dynamic pricing. PJM is conducting research on evaluation protocols for dynamic pricing. For additional information on the programs below, see

<http://www.delmarva.com/res/documents/DEMasterTariff.pdf>.

- **Energy For Tomorrow**

Manages the peak load of approximately 70,000 customers residential customers enrolled in the program by the cycling of water heater and air conditioning loads.

- **Peak Management Pricing Tariff**

This Rider is available to any eligible customer regardless of the customer's electric supplier, who is served under medium-size and larger service classifications having a demonstrated load reduction capability of one hundred kilowatts (100 kW) or more, and who agrees to either establish a firm service level and curtail load to that level, or agrees to reduce load by a guaranteed amount upon the request of the Company.

### **A.2 Delaware Electric Cooperative Programs**

Below are brief descriptions of DEC's current programs. DEC also has a general energy efficiency awareness/education program. DEC has proposed several new programs including an appliance rebate, certified residential building standard rebate, heat pump water heater rebate, heat pump upgrade rebate, and controllable thermostat. For additional information on the below programs, see [http://www.delaware.coop/menu/eff\\_depot\\_RO.gif](http://www.delaware.coop/menu/eff_depot_RO.gif)

- **Switch and Save**

Manages the peak load of approximately 20,000 customers residential customers enrolled in the program by the cycling of water heater and air conditioning loads.

- **Beat The Peak**

When DEC determines that a peak situation exists, participating members will be notified via e-mail, announcements on TV or radio, or via an in-home light indicating a peak demand period. Members are asked to help conserve energy by turning off lights, adjust their thermostats up 3 degrees, delay the use of major appliances such as dishwashers, washing machines, clothes dryers, and postpone hot water usage.

- **Irrigation Demand Off Peak**

This program is a time-of-use rate for irrigation systems.

- **Large Commercial – Controlled Load**

Provides a direct power line carrier signal to a customer's automatic transfer switch to control the customer's load during periods of the utility's peak load.

- Voltage Reduction

Direct control of distribution line regulators to reduce voltage during peak periods.

- Compact fluorescent light distribution

- LED lighting pilot

### **A.3 Delaware Municipal Electric Corporation**

DEMEC encourages and promotes energy efficiency through customer education, training programs and platforms such as:

- Energy Depot, a web based program, offering free online tools and resources designed to help consumers conserve energy and manage their home electric use;
- Energy Audits; and
- CFL Campaigns.

DEMEC is working with its utilities to develop a demand response program for large commercial and industrial customers. DEMEC is also designing community-wide energy efficiency programs such as LED street lighting conversions in all communities.

### **A.4 Chesapeake Utilities Corporation**

- Fuel Switching

Fuel switching is eligible to satisfy EERS requirements. While Chesapeake does not have a formal program, over the past several years it has converted several medium to large sized commercial and industrial customers in Sussex County, Delaware to natural gas. Chesapeake plans to continue these conversions to natural gas that have displaced several million gallons of propane and fuel oil in Delaware.

- Combined Heat and Power

Applications of combined heat and power ("CHP") are eligible to satisfy EERS requirements. While Chesapeake does not have a formal program and has not indentified any recent CHP projects in its service territory, it has expressed interest in pursuing CHP applications and applying energy savings to meet EERS goals.

### **A.5 Energize Delaware/SEU Programs**

Below are brief descriptions of Energize Delaware's energy efficiency programs. For additional information on the below programs, see the Program Report, Sustainable Energy Utility (SEU), 2009 -2011 at <http://www.energizedelaware.org/>.

- Efficient Lighting

Provides mark downs for compact fluorescent light bulbs (CFLs) at the point of sale to encourage Delaware residents to replace their inefficient light bulbs with energy efficient CFLs. The mark down program includes coupons for smaller retail stores that do not have sophisticated point-of-sale systems. While this program seeks to capture savings from the market for CFLs in the residential sector, it is also provides an important opportunity to promote other SEU

programs to consumers. The target market for this program is residential consumers across the State. Savings are based on the Mid-Atlantic TRM version 1.2. Depending on final markdown negotiations with participating retailers, the program will target approximately 1,000,000 lamps. The total program budget target is approximately \$1.2 million and will operate until about December 2011, depending on the rate of expenditures. The budget excludes the anticipated broader marketing program.

- Home Performance with ENERGY STAR ® (existing homes)

Offers comprehensive home energy audits and retrofits with incentives up to \$8,250 on HVAC, weatherization and other measures. The program has two potential paths: a Standard Path and a Performance Path, both requiring an energy audit. The Standard Path has a list of prescriptive incentives for specific energy efficiency measures using a “deemed savings” approach. Measures include installed insulations, air sealing, doors, windows, energy efficient water heaters, etc. The Performance Path measures are supported by home energy modeling and incentives are based on the projected savings as calculated by the home energy modeling. Loans are also offered from \$1,000 to \$20,000 for both Paths and may be used to finance renewable energy measures.

- Green for Green (new residential)

Offers incentives from \$3,000 to \$6,000 for upgrading to high efficiency standards on new home construction projects. Rebates are as follows: National Green Building Standard (NGBS) Silver - \$3,000 rebate, NGBS Gold - \$5,000 rebate, NGBS Emerald - \$6,000 rebate, US Green Building Council (USGBC) LEED for Homes Silver - \$5,000 or better.

- Efficiency Plus Business

Offers prescriptive and custom equipment incentives. Prescriptive measures include a variety of equipment types that have been identified for pre-set incentives in existing buildings based on certain performance specifications. If financing is provided, an energy audit is required. Custom measures include equipment not offered as a prescriptive measure or for new construction projects. The proposed equipment must be identified in an application with potential measure savings and equipment life information. Financing is also provided and requires an energy audit. Incentives are offered up to \$20,000 per facility (\$50,000 per Tax ID and 30% bonus on incentives for 501(c) 3 organizations) as well as co-funding of energy audits up to \$2,000 (required for custom and financed projects). Loans are available up to \$1,000,000 per project/facility.

- Performance Contracting for Business Non-Profits and Institutions

Initially directed at schools, universities, municipalities, hospitals, and other large institutional energy users. The program provides a comprehensive approach to assess energy use and to implement energy and water efficiency improvement projects by providing contractual and financing mechanisms to execute the upgrades with minimal financial risk. Financing for this program will utilize tax-exempt bonds and other private financing sources. This program uses long-term utility cost savings derived from implementation of the projects to fund the improvements. Energy Services Contractors (“ESCOs”) execute the program, offering guaranteed energy savings which cover annual payments for project costs. The first round of

performance contracts will be financed using funds raised by an SEU bond offering of approximately \$72 million.

- Low Income Multi-Family Housing Loan (closed)

Offers low interest financing for the energy related components of new construction and renovation of low income multifamily housing projects. Eligible projects must qualify for tax credits under the Delaware State Housing Authority's competitive Low Income Housing Tax Credit program. Financing will be provided for improved building envelope measures, high efficiency HVAC and water heating equipment. The program's application period is closed for the first program year and lent \$1.3 million for one multi-family renovation project. The program will undergo some significant changes. No more loans are expected under this program in 2011 to 2012 (at least not under the current program description).

- ENERGY STAR® Residential Appliance Rebate (closed)

Provided rebates for Energy Star residential appliances purchased for Delaware homes from September 2009 through August 2010. The appliances in the scope of this program included refrigerators, freezers, dehumidifiers and washing machines. The savings levels were calculated on the difference between the standard appliance energy use and the Energy Star certified energy use. The DOE's SEEARP program deemed savings values were used for all appliances except for dehumidifiers which utilized the DEER database.

## **A.6 State Programs**

- Energy Efficiency and Conservation Block Grant Programs

Delaware received approximately \$9.6 Million from ARRA's EECBG program. EECBG has been spent on a combination of over 40 small municipal government projects across the state, as well as on some state facilities. The ten largest local governments in Delaware received individual direct grants totaling \$ 6.32 million. A variety of energy efficiency projects were undertaken using EECBG funds. For more information on the EECBG projects, see [http://www.dnrec.delaware.gov/energy/information/Pages/EECBG\\_Program\\_Grants.aspx](http://www.dnrec.delaware.gov/energy/information/Pages/EECBG_Program_Grants.aspx)

- Executive Order 18

On February 17, 2010, Governor Jack Markell signed EO 18 which orders all State executive branch agencies, departments and offices to achieve, subject to funding opportunities and constraints, an overall collective reduction, from fiscal year 2008 levels, in energy consumption of at least 10% by the end of fiscal year 2011, 20% by the end of fiscal year 2013, and 30% by the end of fiscal year 2015. EO 18 lists a number of measures that State agencies, departments, and offices can use to meet the requirements for reductions in energy use. The initial bonds for the SEU's Performance Contracting for Business Non-Profits and Institutions Program will be used for State facilities and will be counted towards meeting the goals of EO 18. For more information on EO 18, see [http://governor.delaware.gov/orders/exec\\_order\\_18.shtml](http://governor.delaware.gov/orders/exec_order_18.shtml)

- Delaware Weatherization Assistance Program

The DOE WAP reduces the energy costs for low-income households by increasing the energy efficiency of their homes. In addition, the program makes people's homes healthier, safer, and more comfortable. In 2009 to 2012, WAP is expected to spend \$14 to \$20 Million from various funding sources and weatherized at least 1600 homes. Delaware's WAP was transferred from the

Delaware's Department of Health and Social Services to DNREC in 2010. In the past year DNREC has implemented several changes to WAP including new QA/QC procedures. Hancock Software, Inc. is used for Delaware's WAP. For more information see <http://www.dnrec.delaware.gov/energy/services/Pages/Weatherization.aspx>

- Green Energy Program

The Delaware Green Energy Program has been in existence for almost ten years. The Green Energy Fund provides funding for the program by a per kWh charge on the bills of all customers for all utilities. On an annual basis, \$2 to \$3 million is available to the Program to provide grants for installations of solar photovoltaic, solar hot water, wind, and geothermal heat pumps. DEC and each municipal utility have the discretion to determine incentive levels for each technology. Incentive levels for Delmarva Power are determined by DNREC. An energy efficiency component maybe added to the Green Energy Program. The Green Energy Program has not been evaluated. For more information see, <http://www.dnrec.delaware.gov/energy/services/Pages/GreenEnergyProgram.aspx>

- Energy Efficiency Investment Fund

HB 129 was signed into law on July 1, 2011, see <http://legis.delaware.gov/>. DNREC will manage the Energy Efficiency Investment Fund to incentivize investments in energy efficiency by consumers or users of natural gas, electricity, or other energy sources through the issuance of competitive grants, low-interest loans, or other financing support. The Department will establish the contents and deadline for applications for financing from the Fund and shall give preference to those applications proposing projects that are anticipated to produce the greatest reduction in energy consumption per Fund dollar invested, improve environmental performance, spur capital construction and facility modernization, encourage job retention and creation, and are likely to be substantially complete no later than one year following the issuance of financing from the Fund. The Fund will not provide grant funding for more than thirty percent of the costs of any proposed project or support projects already receiving support from the Green Energy Fund. The current intention of DNREC is to create an energy efficiency program focused on the manufacturing and industrial sector, likely with an initial focus on combined heat and power incentives.

- Building Energy Code

[Senate Bill No. 59](#) adopted the 2009 IECC and ASHRAE 90.1-2007 energy codes for Delaware and was signed into law in July 2010. Senate Bill 59 gave the Division of Energy and Climate (DE&C) the authority to review and update the energy code triennially. Delaware has a 90% code compliance target by 2017 and DE&C will provide code training and enforcement in the next couple of years to assure achieving this target. Energy saving through Building Energy Code is eligible to satisfy EERS requirements and is a possible future program.

**Attachment 1: Non-Collusion Statement**

**CONTRACT NO.:**

**TITLE:** RFP for Professional Service for the EM&V of Delaware's Energy Efficiency and Demand Response Programs

This is to certify that the undersigned has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Contractor who also submitted a proposal as a primary Contractor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control. It is agreed by the undersigned that the signed delivery of this bid represents the undersigned's acceptance of the terms and conditions of this RFP including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control.

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

(Please type or print)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	YES	NO	Minority Business Enterprise (MBE)	YES	NO	Disadvantaged Business Enterprise (DBE)	YES	NO
		(circle one)			(circle one)			(circle one)	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

\_\_\_\_\_





## Attachment 4: Business References

List a minimum of three business references, including the following information:

- Business name and mailing address
- Contact name and phone number
- Number of years in business
- Type of work performed

Bidder must supply four (4) business references consisting of current or previous customers of similar scope and value. Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:
  
4. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Email:  
Number of years doing business with :  
Describe type of work performed:

If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Contract Name/Dates:  
Describe type of work performed:

**Attachment 5: EM&V Contractor Intent to Respond Form**

The individual/organization named below intends to submit a proposal in response to the Delaware Department of Natural Resources and Environmental Control's Request for Proposals for an EM&V Contractor for Delaware.

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 September 12, 2011 via Email, Fax or Mail to:

Bahareh van Boekhold  
Department of Natural Recourse and Environmental Control  
Division of Energy and Climate  
1203 College Park Drive, Suite 101  
Dover, DE 19904  
Bahareh.vanBoekhold@state.de.us

**Attachment 6: EM&V Contractor Bidder's Conference Form**

The individual/organization named below intends to attend a pre-submission conference at 10:00 a.m. on September 8, 2011 at the Division of Climate and Energy's conference room located at 1203 College Park Drive, Suite 101, Dover, Delaware 19904 or at another designated location.

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Bahareh van Boekhold  
Department of Natural Recourse and Environmental Control  
Division of Energy and Climate  
1203 College Park Drive, Suite 101  
Dover, DE 19904  
Bahareh.vanBoekhold@state.de.us

Please RSVP by submitting this form before 4:30 p.m. on September 6, 2011.

**Attachment 7: MWBE Certification Application**

**State of Delaware**  
**Office of Minority and Women Business Enterprise**  
**Certification Application**



**Complete application and send via email, fax or mail to:**

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302)  
677-7086

Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>

**Attachment 8: Budget Templates for Proposals**

Bidder Name:	Example	Bidder provides input in shaded cells
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**Table 8-1: Staffing Rates (Example)**

<b>Job Title</b>	<b>Employee Name</b>	<b>Prime or Sub-Contractor</b>	<b>2011-2012 \$ Rate</b>	<b>2012-2013 \$ Rate</b>
President	Caesar Rodney	Prime	150	150
Vice President	Joe Biden	Prime	100	100
Attorney	John Dickinson	Sub	250	260
Coach	Judy Johnson	Sub	150	150
Abolitionist	Thomas Garrett	Prime	100	105
Attorney	Mary Ann Shadd	Prime	250	260
Editor	Alice Dunbar-Nelson	Prime	125	140
Civil Rights Attorney	Louis Redding	Prime	250	260
Astronomer	Annie Jump Cannon	Prime	175	175
Trumpet Player	Clifford Brown	Sub	125	140
Additional staff categories as needed				
Markup (percent) on subcontractor labor and materials/directs: (Optional)				

Bidder Name: Example

Bidder provides input in shaded cells

**Table 8-2: Year One (to July 31, 2012) Estimated Hours (Example)**

Tasks	Rodney	Biden	Dickinson	Johnson	Garrett	Shadd	Nelson	Redding	Cannon	Brown	Total Hours	Material Costs \$	Task Cost \$
<b>Hourly Rates (2011-2012)</b>	\$150	\$100	\$250	\$150	\$100	\$250	\$125	\$250	\$175	\$125			
<b>Task #1.1: Research</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #1.2: Revise Scope and Budget</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #1.3: Monthly Status Reporting</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #2.1: EM&amp;V Plan State/SEU</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #2.2: Implement State/SEU EM&amp;V</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>WAP</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>EECBG</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Efficient Lighting</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Home Performance</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Green for Green</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Efficiency Plus Business</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Performance Contracting</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Low Income Multi-Family</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Energy Star Appliance</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #3.1: EM&amp;V Framework</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #3.2: Methods/TRM</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #3.3: EM&amp;V Plan</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #3.4: Policy Support</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #3.5: Market Evaluation and Potential Study</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
<b>Task #4.2: Market Assessment</b>	10	10	10	10	10	10	10	10	10	10	100	10	16,760
	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Cost \$</b>													\$335,200.00

Bidder Name:

Bidder provides input in shaded cells

**Table 8-3: Staffing Rates**

Job Title	Employee Name	Prime or Sub-Contractor	2011-2012 \$ Rate	2012-2013 \$ Rate
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
Additional staff categories as needed				
Markup (percent) on subcontractor labor and materials/directs: (Optional)				

Bidder Name:

Bidder provides input in shaded cells

**Table 8-4: Year One Estimated Hours (to July 31, 2012)**

Tasks												Total Hours	Material Costs \$	Task Cost \$
<b>Hourly Rates (2011-2012)</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
<b>Task #1.1: Research</b>														
<b>Task #1.2: Revise Scope and Budget</b>														
<b>Task #1.3: Monthly Status Reporting</b>														
<b>Task #2.1: EM&amp;V Plan State/SEU</b>														
<b>Task #2.2: Implement State/SEU EM&amp;V</b>														
<b>WAP</b>														
<b>EECBG</b>														
<b>Efficient Lighting</b>														
<b>Home Performance</b>														
<b>Green for Green</b>														
<b>Efficiency Plus Business</b>														
<b>Performance Contracting</b>														
<b>Low Income Multi-Family</b>														
<b>Energy Star Appliance</b>														
<b>Task #3.1: EM&amp;V Framework</b>														
<b>Task #3.2: Methods/TRM</b>														
<b>Task #3.3: EM&amp;V Plan</b>														
<b>Task #3.4: Policy Support</b>														
<b>Task #3.5: Market Evaluation and Potential Study</b>														
<b>Task #4.2: Market Assessment</b>														
<b>Total Cost \$</b>														



