

STATE OF VERMONT



REQUEST FOR PROPOSALS
for an
Equity Consultant
for
the Vermont Public Utility Commission

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Equity Consultant
for
the Vermont Public Utility Commission

RFP RELEASED ON: October 30, 2023

QUESTIONS DUE: November 20, 2023

PROPOSAL DUE DATE: December 11, 2023

This RFP is issued by:

The State of Vermont
Public Utility Commission

Proposals must be delivered, via email to:

Karen Hutchinson
Business Manager
Vermont Public Utility Commission
Karen.hutchinson@vermont.gov

Background

The Vermont Public Utility Commission (“Commission” or “PUC”) is soliciting bids for an equity consultant to provide an independent evaluation of the PUC’s internal and external operations, policies, and procedures for equity, to begin immediately upon execution of a contract pursuant to this request for proposal (“RFP”). The Commission is a covered agency under Vermont’s Environmental Justice Act (“Act 154”). As such, the Commission will be required to consider cumulative environmental burdens and access to environmental benefits when making decisions about the environment, energy, climate, facilities and infrastructure, and associated funding. The Commission seeks to implement a long-term, successful diversity, equity, and inclusion strategy. To begin, the Commission will engage in internal learning with an examination of the Commission’s actions, current policies and procedures, and existing operational structures that produce inequities. This will be followed by an external effort that applies lessons from the internal work and develops concrete, outward-facing goals for public engagement, statewide efforts involving the Commission, and our substantive work.

Requirements for the Independent Evaluation

The primary responsibility of the Independent Consultant will be to review the Commission’s existing policies and procedures and operational structures from an equity perspective and provide recommendations for improvement. In addition, the Independent Consultant will assist the Commission in planning for its implementation of Act 154.

Bidders should also propose any additional measurements or information to be included in the Independent Evaluation that would be helpful in determining how the Commission can function more equitably. The Evaluation may also identify specific trainings for Commission employees based on the Consultant’s findings.

Information Management

The Independent Consultant must provide the Commission with electronic copies of its reports and work papers upon request.

Some of the information used by the Independent Consultant may be customer-specific or could provide an unfair competitive advantage if disclosed. The Independent Consultant will safeguard this information using systems that provide appropriate protection in the collection, processing, storage, and retrieval of such information.

The Independent Consultant and any support personnel with access to confidential information must sign a non-disclosure agreement provided by the Commission relative to protection of confidential information. The Independent Consultant must take reasonable steps to ensure the physical security of confidential information maintained by the Independent Consultant.

In the event that the Independent Consultant receives a request to disclose confidential information from a person or organization other than the Commission or its authorized employees, the Independent Consultant shall deny the request and inform the requester that such

requests for information may be filed with the Commission. The Commission will then determine whether the information should be disclosed.

The Independent Consultant's opinions on the Commission's approach to equity and the Commission's functionality will not be binding on the Commission, as the Commission must make its own independent assessment.

Any and all information collected under this contract shall be made available to the Commission and its authorized employees and contractors upon request of the Commission or its staff.

Conflicts of Interest

The Independent Consultant will not be permitted to engage in business activities that create a conflict of interest or the appearance of a conflict of interest with the performance of the Evaluation. Accordingly, the Independent Consultant, its applicable employees, and its applicable subcontractors will be required to promptly and fully inform the Commission of any business activities or relationships that a reasonable person, fully acquainted with the facts and circumstances, could reasonably conclude might unfairly disadvantage another party. The Independent Consultant, its applicable employees, and its applicable subcontractors will be expected to abide by the Commission's reasonable determination as to whether such activities or relationships fall within the terms of this Paragraph.

The Independent Consultant will be required to affirm that neither it, nor any of its applicable personnel or subcontractors, has or presently expects to have any beneficial, contractual, or business relationship with the Vermont Department of Public Service, any Vermont transmission or distribution utilities, or any other entities over which the Commission has jurisdiction that could be directly affected by the Independent Consultant's performance of the Evaluation. The Independent Consultant must further affirm that it and its applicable personnel and subcontractors shall not develop, pursue, or engage in any such beneficial, contractual, or business relationships with the Vermont Department of Public Service, any Vermont transmission or distribution utilities, or any other entities over which the Commission has jurisdiction throughout the term of any contract with the Commission pursuant to this RFP, and for 6 months thereafter, without the written permission of the Commission. During the term of the contract, the Independent Consultant, its employees, and its subcontractors may not advocate before the Commission on behalf of any party.

The Independent Consultant will be expected to require its subcontractors to disclose to the Independent Consultant, on an ongoing basis throughout the terms of their contracts with the Independent Consultant, any contracts they intend to enter into with the Vermont Department of Public Service, any Vermont transmission or distribution utilities, or any other entities over which the Commission has jurisdiction. The Independent Consultant will be required to promptly provide a copy of all such disclosures to the Commission.

RFP Responses

All responses to this RFP must specify: (1) the personnel who would work on the Evaluation, and the qualifications of those personnel; (2) the hourly or monthly rate of all personnel involved

in the evaluation; and (3) a maximum dollar amount that the Independent Consultant would charge for the Evaluation.

Responses must also include a proposed Schedule for completing the Evaluation using January 15, 2024, as the start date and a six-month period of performance. The schedule should incorporate suggested milestone deliverables and dates that will allow the Commission to monitor the Independent Consultant's performance to ensure that the Independent Evaluation is progressing appropriately.

Responses will be evaluated by the Commission based on the following criteria:

- 40%: Responsiveness of the bid to the requirements of the RFP, including a demonstrated comprehensive understanding of Act 154 as it relates to Diversity, Equity, and Inclusion for the Commission; the presentation of innovative approaches to achieving the objectives of the Independent Evaluation as well as a proposed Schedule that incorporates appropriate milestones upon which to monitor the Independent Consultant's performance;
- 25%: The related experience and past performance of the Consultant;
- 20%: The qualifications of the personnel and staff; and
- 15%: The overall maximum cost of the Consultant's services.

CONTRACT TERMS: The selected bidder will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. Upon completion of the evaluation process, the State may select one or more Bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating a contract with a selected Bidder, the State reserves the option of negotiating with another Bidder, or to end the proposal process entirely.

If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

Questions Regarding the RFP

Any questions regarding the RFP and its requirements must be submitted to Karen Hutchinson, Business Manager, via email (Karen.Hutchinson@vermont.gov) no later than November 20, 2023. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. Answers to all questions will be posted on the Commission's website by November 27, 2023.

Deadlines for Responses

Responses to this RFP must be submitted to Karen Hutchinson, Business Manager, via email (Karen.Hutchinson@vermont.gov) no later than December 11, 2023. No other manner of bid delivery will be accepted. Emailed bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

Responses received shall be public records, available for public inspection, after a final contract for these services has been executed.

SINGLE POINT OF CONTACT: All communications concerning this RFP are to be addressed in writing to the State Contact listed on this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

STATEMENT OF RIGHTS: The State shall have the authority to evaluate Responses and select the Bidder as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of the Bidder to respond to a request for additional information or clarification could result in rejection of that Bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

Best and Final Offer (BAFO). At any time after submission of Responses and before the final selection of a Bidder for Contract negotiation or execution, the State may invite Bidders to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and have not been eliminated from consideration during the evaluation process.

COST OF PREPARATION: Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request or any proposals made.

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, _____ (hereinafter called “State”), and _____, with a principal place of business in _____, (hereinafter called “Contractor”). Contractor’s form of business organization is _____. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter. The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.
3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00.
4. Contract Term. The period of Contractor’s performance shall begin on _____, 20__ and end on _____, 20__.
5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. Confidentiality of State Information. The State retains full right and title to data provided by the State and any data derived therefrom, including metadata (collectively, the “State Data”). Contractor acknowledges that certain State Data to which Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. Contractor agrees that (a) it will not collect, access, or use State Data except as necessary to provide services to the State under this agreement; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not rent, sell, publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect

the State’s information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor’s possession to only those employees on its staff who must have the information on a “need to know” basis. Contractor shall not retain any State Data except to the extent required to perform the services under this Contract. Contractor agrees to execute additional non-disclosure or related agreements with the State as required or requested by the State for Contractor to be given access to certain State Data.

9. Professional Liability Insurance. In addition to the insurance requirements in Attachment C of this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this Contract, with minimum coverage of \$500,000 per claim.

10. Attachments. This contract consists of ___ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Additional attachments may be lettered as necessary

11. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(3) Attachment C (Standard State Provisions for Contracts and Grants)

(4) Attachment A

(5) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date:

Date:

Signature:

Signature:

Name:

Name:

Title:

Title:

ATTACHMENT A – STATEMENT OF WORK

The primary responsibility of the Contractor will be to review the Vermont Public Utility Commission's existing policies and procedures and operational structures from an equity perspective and provide recommendations for improvement ("Evaluation"). In addition, Contractor will assist the Commission in planning for its implementation of Act 154.

Bidders should also propose any additional measurements or information to be included in the Independent Evaluation that would be helpful in determining how the Commission can function more equitably. The Evaluation may also identify specific trainings for Commission employees based on the Consultant's findings.

Contractor must provide the Commission with electronic copies of the Evaluation and any other related reports and work papers upon request. Contractor will safeguard information using systems that provide appropriate protection in the collection, processing, storage, and retrieval of such information.

Contractor and any support personnel with access to confidential information must sign a non-disclosure agreement provided by the Commission relative to protection of confidential information. Contractor must take reasonable steps to ensure the physical security of confidential information maintained by Contractor.

In the event that Contractor receives a request to disclose confidential information from a person or organization other than the Commission or its authorized employees, Contractor shall deny the request and inform the requester that such requests for the information may be filed at the Commission. The Commission will then determine whether the information should be disclosed.

Contractor's opinions on the Commission's approach to equity and the Commission's functionality will not be binding on the Commission, as the Commission must make its own independent assessment.

Any and all information collected under this contract shall be made available to the Commission and its authorized employees and contractors upon request of the Commission or its staff.

Contractor will not be permitted to engage in business activities that create a conflict of interest or the appearance of a conflict of interest with its work at the Commission. During the term of the contract, Contractor, its employees, and its subcontractors may not advocate before the Commission on behalf of any party.

Contractor must propose a schedule for completing the Evaluation using January 15, 2024, as the start date and a six-month period of performance. The schedule should incorporate suggested milestone deliverables and dates that will allow the Commission to monitor Contractor's performance to ensure that the Evaluation is progressing appropriately.

Contractor must have a demonstrated comprehensive understanding of Act 154 as it relates to Diversity, Equity, and Inclusion for the Commission. Contractor must present innovative approaches to achieving the objectives of the Evaluation.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: _____
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

See the following for the latest version of Attachment C, which is incorporated by reference:

<https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/Forms/ATTACHMENT%20C%20-%20rev%20Dec%202017%20CLEAN.pdf>