

# STATE OF VERMONT



## REQUEST FOR PROPOSALS for a Public Engagement Facilitator for the Vermont Public Utility Commission

STATE OF VERMONT

REQUEST FOR PROPOSALS

FOR A

Public Engagement Facilitator  
for  
the Vermont Public Utility Commission

RFP RELEASED ON: September 8, 2023

QUESTIONS DUE: September 18, 2023

PROPOSAL DUE DATE: October 9, 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](mailto:karen.hutchinson@vermont.gov)

## Background

The Vermont Public Utility Commission (“Commission” or “PUC”) is soliciting bids for a public engagement facilitator with expertise in equity, justice, and inclusion to design and conduct public engagement related to the recently enacted first-of-its-kind Clean Heat Standard legislation. In Act 18 of 2023 (the Affordable Heat Act), the Vermont Legislature directed the Commission to undertake the design of a proposed Clean Heat Standard and to present it to the Legislature in 2025 in the form of a proposed rule. The Legislature will then vote on whether to adopt the Clean Heat Standard as designed by the Commission. If adopted, the Clean Heat Standard would reduce the greenhouse emissions attributable to Vermont’s thermal sector and help achieve the obligations under the Global Warming Solutions Act of 2020. Act 18 instructs the Commission to work with stakeholders, affected entities, and the public to carefully craft this potential program. The Commission is committed to a robust public process.

The public engagement facilitator would begin immediately upon execution of a contract pursuant to this request for proposal (“RFP”).

## Requirements for the Public Engagement Facilitator

The primary responsibility of the public engagement facilitator will be to design and conduct public engagement related to the recently enacted Clean Heat Standard legislation, bringing expertise in equity, justice, and inclusion to this process. The Commission and the facilitator will incorporate the Guiding Principles for a Just Transition into the public engagement process.<sup>1</sup> The core requirements for this work are described in Act 18, Sec. 6 (b) – (d):<sup>2</sup>

“(b) . . . Public engagement shall be conducted by the facilitator for the purposes of:

- (1) supporting the Commission in assessing whether customers will be equitably served by clean heat measures and how to increase equity in the delivery of clean heat measures;
- (2) identifying actions needed to provide customers with low income and moderate income with better service and to mitigate the fuel price impacts calculated in 30 V.S.A. § 8128;
- (3) recommending any additional programs, incentives, or funding needed to support customers with low income and moderate income and organizations that provide social services to Vermonters in affording heating fuel and other heating expenses; and

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<sup>1</sup> The Guiding Principles are published by the Just Transitions Subcommittee of the Vermont Climate Council and are available at: <https://outside.vermont.gov/agency/anr/climatecouncil/Shared%20Documents/Guiding%20Principles%20for%20a%20Just%20Transition%20-%20Final%20Approved%208.2021.pdf>.

<sup>2</sup> The full text of the law is available at: <https://legislature.vermont.gov/Documents/2024/Docs/ACTS/ACT018/ACT018%20As%20Enacted.pdf>.

(4) providing information to the Commission on the challenges renters face in equitably accessing clean heat measures and recommendations to ensure that renters have equitable access to clean heat measures.

(c) Public engagement process. Before commencing rulemaking, the Commission shall use the forms of public engagement described in this subsection to inform the design and implementation of the Clean Heat Standard. (. . .)

(1) (...)

(2) The Commission shall hold at least six public hearings or workshops that shall be recorded and publicly posted on the Commission’s website or on ePUC. These meetings shall be open to everyone, including all stakeholders, members of the public, and all other potentially affected parties, with translation services available to those attending.

(3) (...)

(d) Advertising. The Commission shall use funding appropriated in this act on advertising the public meetings in order to provide notice to a wide variety of segments of the public. All advertisements of public meetings shall include a notice of language assistance services. The Commission shall arrange for language assistance to be provided to members of the public as requested using the services of professional language services companies.”

Overall, the facilitator will be responsible for designing the public engagement strategy outlined in Act 18 in consultation with the Commission. Bidders should leverage their expertise to recommend how the Commission could effectively incorporate equity considerations throughout the design process.

The public engagement facilitator will provide input to the Commission on the equity considerations related to the delivery of clean heat measures for various customer groups. The facilitator will give recommendations on how the potential program could best support low- and moderate-income customers, organizations that provide social services to Vermonters relating to heating expenses, and renters. While the Commission will ensure people have access to the potential Clean Heat Standard design case and will solicit written comments on the proceeding, the facilitator will lead, in consultation with the Commission, the scheduling, advertising, targeting, and hosting of public hearings/meetings. We anticipate this work may include both remote and in-person activities.

Bidders should also propose any additional methods of public engagement that may be necessary to promote equity in the design of the potential Clean Heat Standard.

### **Information Management**

The public engagement facilitator and any support personnel with access to confidential information must sign a non-disclosure agreement provided by the Commission relative to the

protection of confidential information. The public engagement facilitator must take reasonable steps to ensure the physical security of confidential information that they maintain.

In the event that the public engagement facilitator receives a request to disclose confidential information from a person or organization other than the Commission or its authorized employees, the public engagement facilitator 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.

The public engagement facilitator's opinions on the public engagement process will not be binding on the Commission, as the Commission must make its own independent decisions.

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 public engagement facilitator 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 contract with the Commission. Accordingly, the public engagement facilitator, 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 public engagement facilitator, 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 public engagement facilitator 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, the Vermont Agency of Natural Resources, any Clean Heat Standard "obligated parties" or "default delivery agents," or any other entities over which the Commission has jurisdiction that could be directly affected by the public engagement facilitator's performance under the contract with the Commission. If the public engagement facilitator cannot make that affirmation, it must disclose and describe any such relationships in its response to this RFP. The public engagement facilitator 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, the Vermont Agency of Natural Resources, any Clean Heat Standard "obligated parties" or "default delivery agents," 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 six months thereafter, without the written permission of the Commission. During the term of the contract, the public engagement facilitator, its employees, and its subcontractors may not advocate before the Commission on behalf of any party or participant.

The public engagement facilitator will be expected to require its subcontractors to disclose to the public engagement facilitator, on an ongoing basis throughout the terms of their contracts with

the public engagement facilitator, any contracts they intend to enter into with the Vermont Department of Public Service, the Vermont Agency of Natural Resources, any Clean Heat Standard “obligated parties” or “default delivery agents,” or any other entities over which the Commission has jurisdiction. The public engagement facilitator 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 public engagement process and the qualifications of those personnel, including their expertise in equity, justice, and inclusion; (2) the hourly or monthly rate of all personnel involved in the public engagement process; and (3) a total maximum dollar amount that the public engagement facilitator would charge for all of its work under the contract with the Commission.

Responses must also include a proposed Schedule for completing the public engagement process. The schedule should incorporate suggested milestone deliverables and dates that are (1) consistent with the timelines laid out in Act 18; and (2) will allow the Commission to monitor the public engagement facilitator’s performance to ensure that the work 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;
- 25%: The related experience and past performance of the public engagement facilitator;
- 20%: The qualifications of the personnel and staff; and
- 15%: The overall maximum cost of the public engagement facilitator’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](mailto:Karen.Hutchinson@vermont.gov)) no later than September 18,

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 September 25, 2023.

### **Deadlines for Responses**

Responses to this RFP must be submitted to Karen Hutchinson, Business Manager, via email ([Karen.Hutchinson@vermont.gov](mailto:Karen.Hutchinson@vermont.gov)) no later than October 9, 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 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 the 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 public engagement facilitator will be to design and conduct public engagement related to the recently enacted Clean Heat Standard legislation, bringing expertise in equity, justice, and inclusion to this process. The Commission and the facilitator will incorporate the Guiding Principles for a Just Transition into the public engagement process.<sup>3</sup> The core requirements for this work are described in Act 18, Sec. 6 (b) – (d):<sup>4</sup>

“(b) . . . Public engagement shall be conducted by the facilitator for the purposes of:

- (1) supporting the Commission in assessing whether customers will be equitably served by clean heat measures and how to increase equity in the delivery of clean heat measures;
- (2) identifying actions needed to provide customers with low income and moderate income with better service and to mitigate the fuel price impacts calculated in 30 V.S.A. § 8128;
- (3) recommending any additional programs, incentives, or funding needed to support customers with low income and moderate income and organizations that provide social services to Vermonters in affording heating fuel and other heating expenses; and
- (4) providing information to the Commission on the challenges renters face in equitably accessing clean heat measures and recommendations to ensure that renters have equitable access to clean heat measures.

(c) Public engagement process. Before commencing rulemaking, the Commission shall use the forms of public engagement described in this subsection to inform the design and implementation of the Clean Heat Standard. ( . . . )

(1) ( . . . )

(2) The Commission shall hold at least six public hearings or workshops that shall be recorded and publicly posted on the Commission’s website or on ePUC. These meetings shall be open to everyone, including all stakeholders, members of the public, and all other potentially affected parties, with translation services available to those attending.

(3) ( . . . )

(d) Advertising. The Commission shall use funding appropriated in this act on advertising the public meetings in order to provide notice to a wide variety of segments

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<sup>3</sup> The Guiding Principles are published by the Just Transitions Subcommittee of the Vermont Climate Council and are available at:  
<https://outside.vermont.gov/agency/anr/climatecouncil/Shared%20Documents/Guiding%20Principles%20for%20a%20Just%20Transition%20-%20Final%20Approved%208.2021.pdf>.

<sup>4</sup> The full text of the law is available at:  
<https://legislature.vermont.gov/Documents/2024/Docs/ACTS/ACT018/ACT018%20As%20Enacted.pdf>.

of the public. All advertisements of public meetings shall include a notice of language assistance services. The Commission shall arrange for language assistance to be provided to members of the public as requested using the services of professional language services companies.”

Overall, the facilitator will be responsible for designing the public engagement strategy outlined in Act 18 in consultation with the Commission. Bidders should leverage their expertise to recommend how the Commission could effectively incorporate equity considerations throughout the design process.

The public engagement facilitator will provide input to the Commission on the equity considerations related to the delivery of clean heat measures for various customer groups. The facilitator will give recommendations on how the potential program could best support low- and moderate-income customers, organizations that provide social services to Vermonters relating to heating expenses, and renters. While the Commission will ensure people have access to the potential Clean Heat Standard design case and will solicit written comments on the proceeding, the facilitator will lead, in consultation with the Commission, the scheduling, advertising, targeting, and hosting of public hearings/meetings. We anticipate this work may include both remote and in-person activities.

Bidders should also propose any additional methods of public engagement that may be necessary to promote equity in the design of the potential Clean Heat Standard.

Contractor must provide the Commission with electronic copies of all 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 the 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 work under this contract 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 public engagement work under the contract. The schedule should incorporate suggested milestone deliverables and dates that are (1) consistent with the timelines laid out in Act 18; and (2) will allow the Commission to monitor the public engagement facilitator's performance to ensure that the work is progressing appropriately.

Contractor must have expertise in equity, justice, and inclusion, and a demonstrated comprehensive understanding of Act 18 of 2023.

## 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>**