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[www.publicservice.vermont.gov/renewables/solar-all-vermont](http://www.publicservice.vermont.gov/renewables/solar-all-vermont)

## **REQUEST FOR PROPOSAL**

# **Vermont Solar for All Residential Assistance in Solar Energy (RAISE) Implementation Contractor**

ISSUE DATE	June 13, 2025
REMOTE BIDDERS CONFERENCE	June 26, 2025– 1:00 PM (EST)
QUESTIONS DUE	June 30, 2025– 4:30 PM (EST)
RESPONSES POSTED	July 02, 2025 – 1:00 PM (EST)
PROPOSALS DUE BY	July 11, 2025 – 4:30 PM (EST)

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<https://publicservice.vermont.gov/renewables/solar-all-vermont>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP.**

**STATE CONTACT:** Randy Brittingham, Grant Program Manager  
**E-MAIL:** [Randy.Brittingham@Vermont.gov](mailto:Randy.Brittingham@Vermont.gov)

**All proposals and/or questions responsive to this RFP shall be submitted by email only to the State Contact and shall include in the subject line the following: Vermont Solar for All, RAISE RFP**

## 1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Vermont Department of Public Service (hereinafter the “State” or “PSD”) is seeking to establish contracts with one or more companies that can provide program implementation services for the Solar for All (SFA) Residential Assistance in Solar Energy (RAISE) program. Vermont was awarded \$62.4 million under the Environmental Protection Agency (EPA) Greenhouse Gas Reduction Fund. RAISE is one of three subprograms PSD will administer. EPA SFA is required to provide a minimum 20% electric bill savings for participating households. Program eligibility applies to homeowners with incomes of less than 80% of the Area Median Income (AMI).
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of forty-eight months, or the exhaustion of program funds. The State anticipates the start date for such contract(s) will be in August of 2025. Vermont Solar for All officially began its planning period in December 2024, and the planning period will conclude in December 2025. Program implementation will occur no later than December 2025, and all funds should be expended by Fall of 2029.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS’ CONFERENCE:** An optional bidders’ conference will be held remotely at the date and time indicated on the front page of this RFP. [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZjA2ODc4MmUtNzgyNi00YjA1LWE1NjctNDAYnDc1Y2NmZDA5%40thread.v2/0?content=%7b%22id%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22oid%22%3a%229229f304-5778-4d07-bc05-887145581187%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjA2ODc4MmUtNzgyNi00YjA1LWE1NjctNDAYnDc1Y2NmZDA5%40thread.v2/0?content=%7b%22id%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22oid%22%3a%229229f304-5778-4d07-bc05-887145581187%22%7d)
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for questions indicated on the first page of this RFP. Questions must be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site: <https://publicservice.vermont.gov/renewables/solar-all-vermont>.  
  
Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information. All proposals and/or questions responsive to this RFP shall be submitted by email only to the State Contact and shall include in the subject line the following: Vermont Solar for All, RAISE RFP
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://publicservice.vermont.gov/renewables/solar-all-vermont>. Modifications from any other source are not to be considered.
- 1.7. **SOURCE OF FUNDS:**
  - 1.7.1 EPA Award FAIN # 84089901, \$62,450,000. This project is being funded in whole or in part using federal monies. If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the VT APEX Accelerator. The APEX Accelerator specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <http://apex.vermont.gov>

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The Contractor will implement Vermont’s Solar for All RAISE program, which will assist low-income single-family homeowners by providing grants to lower or cover overall costs for solar system installation and which may cover the cost of essential enabling upgrades.

- 2.2. The State estimates \$12 Million in grants will be allocated to RAISE to subsidize residential solar systems including up to \$2.4 Million for upgrades necessary for the installation of solar systems. The program is likely to serve between 750-1,000 households.
- 2.3. The State anticipates offering a standard solar grant incentive amount and a 5kW AC system size. The intent is to reduce administrative burden and expense by simplifying program offerings while continuing to provide requisite savings to consumers. Depending on additional analysis, participant uptake, current utility rates, savings guidance from EPA, and price per watt offered by the market, the State may need to pivot to variable or tiered incentive levels.
- 2.4. Two distinct incentive models are being contemplated for RAISE and the Contractor will assist the State in deciding which model to adopt for final program design. In order to evaluate Contractors equally, potential bidders are asked to provide separate pricing for each scenario. Certain design elements described below may be adjusted once the Contractor is onboarded.

**Scenario 1** – A 100% incentive would be offered to cover all system costs where a financial institution is not required. The State would make direct payments to solar installers and no other financial transactions would be necessary.

**Scenario 2** - An incentive level less than 100% of total system cost where program participants will obtain a financial product for the remaining balance after incentive. This scenario envisions the State to contract with a separate financial institution(s) to offer financial products, and the Implementation Contractor would act as a liaison between program participants, the financier, solar installers, and the State. No fund disbursement would be required from the Implementation Contractor.

## 2.5. **Scenario 1**

- 2.5.1. The Contractor will conduct public outreach and marketing, create and manage a website, provide customer service, intake customers, complete income verification to determine program eligibility, provide energy and financial technical assistance, and connect participants with a choice of State approved solar contractors.
- 2.5.2. The Contractor will perform income verification for all prospective program participants. Estimate 5,000 verifications for this proposal. Participants' personal information must be kept private and secure, and documentation will be maintained to demonstrate the basis of their approval for any future audits.
- 2.5.3. The Contractor will create a state-wide network of solar installers in conjunction with the State. The network must provide services across the entire geographic range of the State. Development of contractor participation guidance, including a code of conduct, participation requirements, payment processes, reporting requirements, ongoing monitoring protocols, and consequences for noncompliance with program guidelines will be created by the Contractor. The participation guidelines must have robust consumer protections beyond compliance with State and Federal Law, including industry standard best practices. Requirements for solar installers should include things like verified equipment, approved price per watt, permitting, labor and workmanship warranties, operating and maintenance contracts, system monitoring, local offices and installation crews, permitting and customer service representatives, licensing and insurance, and a positive Better Business Bureau (BBB) rating.
- 2.5.4. The Contractor will provide extensive support to customers on savings estimates, tax implications, net metering, disposition of Renewable Energy Credits (RECs) generated from their solar projects. After the customer selects a solar installer, the Contractor will coordinate with the selected installer to conduct an on-site assessment of the home and provide a report including a price quote, as well as any enabling upgrades required for the solar installation.
- 2.5.5. In situations when solar installers are unable to complete enabling upgrades themselves, separate enabling upgrade contractors may be required. Selecting enabling upgrade contractors and

scheduling upgrade services for program participants will be the responsibility of the Contractor. The State will make direct payments to these upgrade contractors at the conclusion of the upgrade.

- 2.5.6. Establish an online portal, phone support, and requisite staff required to intake customer applications, facilitate income eligibility, and provide comprehensive customer support. The online platform may need to host the landing page for Vermont's other two SFA programs.
- 2.5.7. The Contractor must establish infrastructure and processes to securely store and manage all consumer personally identifiable information (PII) necessary for program administration and ensure that access to individual records is on a need-to-know basis.
- 2.5.8. The Contractor will be expected to provide program participants the following:
  - 2.5.8.1. Assist customers with selecting a solar installer and provide energy and financial assistance in a clear, concise manner. This will include an explanation of how Vermont's net metering compensation works, details on system design, projected savings estimates, equipment descriptions, labor, roof, and equipment warranties.
  - 2.5.8.2. Provide information and local resources pertaining to the investment tax credit for the customer to perform their own due diligence on their potential eligibility. The Contractor is not required to have a tax professional on staff and will not be giving professional tax advice.
  - 2.5.8.3. Provide a description of the expected project timeline, processes for site-visits, installation, and O&M.
  - 2.5.8.4. Offering online and phone support to help customers navigate registration, coordinating with solar contractors, and answering other relevant questions.
  - 2.5.8.5. Explain allowable upgrades for the RAISE program and the upgrade contractor selection and approval process.
  - 2.5.8.6. Alternative intake and support for customers without internet access or technological literacy.
  - 2.5.8.7. Provide professional and knowledgeable phone and email support for customers, installers, and local and State agencies.
- 2.5.9. Collaborate with the State to hold program design working groups to inform final program design decisions (including incentive levels), ensuring the program meets or exceeds SFA meaningful benefits and consumer protection requirements. Define allowable upgrades and establish enabling upgrade contractor selection process. Establish a standardized price per watt incentive for solar installers.
- 2.5.10. Develop a marketing and community engagement strategy that leverages existing community-based organizations. Collaborate with the State to hold periodic public meetings and meetings with key stakeholders to inform program design and implementation.
- 2.5.11. The Contractor will be required to comply with reporting, quality assurance, and compliance protocols that will be provided by the State, in accordance with EPA directives. Reporting is done quarterly, and the reporting details are provided in Section 4.1. The Quality Assurance Project Plan (QAPP) has been submitted to the EPA, but not yet approved. A draft will be provided upon the contract award, and the final version will be distributed as soon as the State receives it. The primary data to be captured for reports are project locations, solar capacity, solar production, bill savings, and storage/upgrades. Additional data may be required, but the level of effort to capture such data is expected to be minimal and non-technical.

## 2.6. **Scenario 2**

- 2.6.1. The Contractor will conduct public outreach and marketing, create and manage a website, provide customer service, intake customers, complete income verification to determine program eligibility, provide energy and financial technical assistance, connect participants with a choice of State approved solar contractors, and act as a liaison between program participants, the financier, solar installers, and the State.
- 2.6.2. The Contractor will coordinate with the financial contractor(s) that will provide financing to participants that elect to finance all or part of the final system cost once the program incentive has been applied. The State will select the financial entities to operate the lease or loan portion of the RAISE program. The Contractor will be responsible for connecting the program participant to the financier once they are approved for the program. This may include providing the financier with some participant information received during the sign-up process. The financier will then notify the Contractor of the approval (or denial) of the applicant. The Contractor will connect the participant to an approved solar installer and inform that installer of the participants approval to participate in the program and their successful application for financing. The Contractor will notify the State of the completion of the installation for issuance of payment to the installer and ensure the State receives any required documentation from the financier.
- 2.6.3. It is likely that a financial contractor will perform credit and income checks as part of their underwriting process. In this scenario, the Contractor is unlikely to perform this role but must have the ability to do so, if needed. For pricing purposes, include the same metric used in Scenario 1 of 5,000 income verifications.
- 2.6.4. The Contractor will create a state-wide network of solar installers in conjunction with the State. The network must provide solar installation and servicing across the entire geographic range of the State. Development of contractor participation guidance, including a code of conduct, participation requirements, payment processes, reporting requirements, ongoing monitoring protocols, and consequences for noncompliance with program guidelines will be created by the Contractor. The participation guidelines must have robust consumer protections beyond compliance with State and Federal Law, including industry standard best practices. Requirements for solar installers should include things like verified equipment, approved price per watt, permitting, labor and workmanship warranties, operating and maintenance contracts, system monitoring, local offices and installation crews, permitting and customer service representatives, licensing and insurance, and a positive Better Business Bureau (BBB) rating.
- 2.6.5. The Contractor will provide potential participants with general program information, as well as the participant's project ownership and financing options. The Contractor will provide extensive support to customers on savings estimates, tax implications, net metering, and disposition of Renewable Energy Credits (RECs) generated from their solar projects. After the customer selects a solar installer, the Contractor will coordinate with the selected installer to conduct an on-site assessment of the home and provide a report including a price quote, as well as any enabling upgrades required for the solar installation.
- 2.6.6. In situations when solar installers are unable to complete enabling upgrades themselves, separate enabling upgrade contractors may be required. Selecting enabling upgrade contractors and scheduling upgrade services for program participants will be the responsibility of the Contractor. The State will make direct payments to these upgrade contractors at the conclusion of the upgrade.
- 2.6.7. Establish an online portal, phone support, and requisite staff required to intake customer applications, facilitate income eligibility, and provide comprehensive customer support. The online platform may need to host the landing page for Vermont's other two SFA programs.

2.6.8. The Contractor must establish processes to securely store and manage all consumer personally identifiable information (PII) necessary for program administration and ensure that access to individual records is on a need-to-know basis.

2.6.9. The Contractor will be expected to provide program participants the following:

- 2.6.9.1. Assist customers with selecting a solar installer and provide energy and financial assistance in a clear, concise manner. This will include financial counselling related to any potential loan agreements, an explanation of how net metering works, details on system design, projected savings estimates, equipment descriptions, labor, roof, and equipment warranties.
  - 2.6.9.2. Provide information and local resources pertaining to the investment tax credit for the customer to perform their own due diligence on their potential eligibility. The Contractor is not required to have a tax professional on staff and will not be giving professional tax advice.
  - 2.6.9.3. Provide a description of the expected project timeline, processes for site-visits, installation, O&M, first loan payment, length of loan, total interest due, etc.
  - 2.6.9.4. Offer online and phone support to help customers navigate registration, coordinating with solar contractors and/or financiers, and answering any other relevant questions.
  - 2.6.9.5. Explain allowable upgrades for the RAISE program and the upgrade contractor selection and approval process.
  - 2.6.9.6. Alternative intake and support for customers without internet access or technological literacy.
  - 2.6.9.7. Provide professional and knowledgeable phone and email support for customers, installers, financiers, and local and State agencies.
- 2.7. Collaborate with the State to hold program design working groups to inform final program design decisions (including incentive levels), ensuring the program meets or exceeds SFA meaningful benefits and consumer protection requirements. Define allowable upgrades and establish enabling upgrade contractor selection process. Establish a standardized price per watt incentive for solar installers.
- 2.8. Develop a marketing and community engagement strategy that leverages existing community-based organizations. Collaborate with the State to hold periodic public meetings and meetings with key stakeholders to inform program design and implementation.
- 2.9. The Contractor will be required to comply with reporting, quality assurance, and compliance protocols that will be provided by the State, in accordance with EPA directives. Reporting is done quarterly, and the reporting details can be found in Section 4.1. The Quality Assurance Project Plan (QAPP) has been drafted, but not yet approved by EPA. A draft will be provided upon the contract award, and the final version will be distributed as soon as the State receives it. The primary data being captured for these reports are project locations, solar capacity, and storage/upgrades. Additional data may be required, but the level of effort to capture such data is expected to be minimal and non-technical.

### **3. SCOPE OF SERVICES:**

- 3.1. The scope of services is differentiated by Planning and Implementation Tasks. Planning tasks must be completed no later than December 1, 2025, when the State must exit its planning period upon approval of the EPA. Implementation tasks will begin when the program launches by December 2025 and run through the life of the program. Planning tasks are designated as Part A and Implementation tasks are designated as Part B. There may be some overlap of tasks that occur in both planning and implementation phases.

### 3.2. Part A: Planning Period Tasks

- 3.2.1. The Contractor will conduct meetings with the State to onboard and quickly develop milestones, schedules, trackers, and systems to ensure all planning tasks will be completed thoroughly and timely.
- 3.2.2. The Contractor will assist the State in finalizing program design. This will include but is not limited to establishing incentive levels, defining allowable upgrades, establishing a price per watt for installers, estimating participant uptake, developing financial models, and maintaining EPA grant compliance standards. The final deliverable will be a revised RAISE program workplan approved by EPA.
- 3.2.3. The Contractor will work with the State to solidify an approved state-wide network of solar installers. The network must provide solar installation and services across the entire geographic range of the State. Development of contractor participation guidance, including a code of conduct, participation requirements, payment processes, reporting requirements, ongoing monitoring protocols, and consequences for noncompliance must be created prior to program launch.
- 3.2.4. The Contractor will work with the State to draft a comprehensive consumer protection strategy prior to program launch.
- 3.2.5. The Contractor will meet with the State, approved installers, and potential financiers (if necessary) to codify processes for the full participant experience from first contact to close out.
- 3.2.6. The Contractor will create an online portal that allows potential participants to learn about the program, understand eligibility requirements, and complete sign-ups. Functionality must be demonstrated and approved by the State prior to the program launch.
- 3.2.7. The Contractor must demonstrate the staffing capacity and expertise to provide excellent customer service, both online and phone support, to help customers navigate registration, answer general questions about the program, receive feedback, and respond to any other program related inquiries to achieve implementation task 3.4.8.
- 3.2.8. The Contractor must demonstrate the staffing capacity and expertise to provide technical assistance to program participants in a clear, concise manner to achieve implementation task 3.4.9.
- 3.2.9. The Contractor must establish a process for completing income eligibility and demonstrate its effectiveness in achieving the stated data security goals to achieve implementation task 3.4.3.
- 3.2.10. The Contractor must develop a marketing and community engagement strategy that leverages existing community-based organizations. The State has done preliminary engagement work both virtually and in-person and will share those data and strategies with the Contractor. Several public meetings and key stakeholder sessions may be required to finalize program design and implementation outcomes.
- 3.2.11. The State will provide reporting requirements, templates, and due dates to the Contractor during onboarding. The Contractor must demonstrate an understanding of these requirements and establish protocols and processes to be compliant with EPA reporting standards prior to the program launch.
- 3.2.12. The State will provide quality assurance requirements and reports to the Contractor during onboarding. The Contractor must demonstrate an understanding of these requirements and establish protocols and processes to be compliant with the program's quality assurance standards prior to the program launch.
- 3.2.13. The Contractor will conduct Part B tasks on a recurring basis once the planning period concludes and through the end of the program. Part A tasks must be completed prior to commencing Part B activities.

### 3.3. Part B: Implementation Tasks

- 3.3.1. The Contractor will conduct recurring meetings with the State to review progress, provide feedback, analyze program success metrics, and discuss contractor performance. The Contractor may be expected to modify program elements throughout the life of the program, based feedback from participants, installers, financiers, or the State, which may dictate alterations to processes.
- 3.3.2. The terms and conditions of the SFA grant award from EPA will flow down to the Contractor. Terms and conditions and additional guidance documents will be given to the Contractor, and it is their responsibility to maintain compliance throughout the life of the program. EPA General Terms & Conditions applicable to this award can be found here [https://www.epa.gov/system/files/documents/2024-10/fy\\_2025\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2024\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf).
- 3.3.3. The Contractor will be responsible for completing income eligibility checks for approximately 5,000 applicants. Participants' personal information must be kept private and secure, and documentation will be maintained to demonstrate the basis of their approval for any future audits. Income eligibility checks will need to be processed in a timely manner and applicants shall receive a determination on their eligibility status in no more than 15 days from registration.
- 3.3.4. The Contractor will maintain an approved state-wide network of solar installers. This will include vetting and on-boarding of new installers, continual monitoring of the performance of existing installers, and taking corrective action as needed per program guidelines for noncompliance.
- 3.3.5. The Contractor will manage the processes for vetting, scheduling, and ensuring payment from the State for enabling upgrades. The allowable upgrades and processes for approval, contractor selection, and payment will be finalized during program design. The Contractor will act as the liaison between the participant and the upgrade contractor but will not be required to manage fund disbursement.
- 3.3.6. If deemed necessary in program design, the Contractor will coordinate with the financial contractor(s) that will provide financing to participants for the difference between program incentive and final system cost. The State will select the financial entities to operate the lease or loan portion of the RAISE program. The Contractor will be responsible for connecting the program participant to the financier once they are approved for the program. This may include providing the financier with some participant information received during the sign-up process. The financier will then notify the Contractor of the approval (or denial) of the applicant. The Contractor will connect the participant to an approved solar installer and inform that installer of the participant's approval to participate in the program and their successful application for financing. The Contractor will notify the State of the completion of the installation for issuance of payment to the installer and ensure the State receives any required documentation from the financier.
- 3.3.7. The Contractor will monitor the program's consumer protection mechanisms, provide an avenue for participants to raise consumer protection issues, and provide a resolution process to remedy issues.
- 3.3.8. The Contractor will maintain an online portal that allows potential participants to learn about the program, understand eligibility requirements, and complete sign-ups. Requisite staff must be in place to manage the website, respond to phone calls and emails, intake customer applications, and provide comprehensive customer support generally. Alternative intake and support options must be available for customers without internet access or technological literacy. The online platform may need to host the landing page for other SFA programs.



- 3.3.9. The Contractor will provide energy and financial assistance in a clear, concise, and expert manner. This will include financial counselling related to any potential loan agreements, an explanation of how net metering works, details on system design, projected savings estimates, equipment descriptions, labor, roof, and equipment warranties, consumer protections, and other areas of emphasis identified while finalizing program design. This technical assistance will be offered as both a virtual and in-person option. Local community-based organizations may be subcontracted to leverage existing relationships and knowledge in the low-income and energy space.
- 3.3.10. The Contractor will provide information and local resources pertaining to the investment tax credit for the customer to perform their own due diligence on their potential eligibility. The Contractor is not required to have a tax professional on staff and will not be giving professional tax advice.
- 3.3.11. The Contractor will be responsible for selective sampling of program participants' electric bills following installation to assess performance and ensure savings targets are being met. The State anticipates this number to be roughly 5% of overall systems, dependent on final program design. Customers must have consented to bill monitoring during the registration process and the bills will be accessed via their distribution utility.
- 3.3.12. The Contractor will implement the marketing and community engagement plan that is designed and approved by the State during the planning phase. The approved plan may be subject to change dependent on feedback, necessity, and effectiveness.
- 3.3.13. The Contractor must demonstrate an understanding of these requirements and establish protocols and processes to be compliant with EPA reporting standards prior to the program launch.
- 3.3.14. The Contractor must comply with the quality assurance requirements that are presented to them by the State during the onboarding process.
- 3.3.15. The State anticipates Davis Bacon and Related Acts (DBRA), and Build America Buy America (BABA) will not apply for the RAISE solar program, as it will be designed to give consumers a choice of contractor(s) and consumers will enter directly into contracts with the installers and, if needed, financial institutions. However, if there is a case where DBRA or BABA are applicable, the Contractor will be responsible for collecting and reporting the required information to the State.

#### **4. GENERAL REQUIREMENTS:**

##### **4.1. REPORTING REQUIREMENTS:**

###### **4.1.1. Semi-Annual Reporting & Transaction and Project-Level Reporting**

- 4.1.2. The State is required to submit semi-annual reports and transaction and project-level reporting to the EPA. The Contractor will need to compile data for these reports and ensure all contractors accessing SFA funds are able to report on the following list. This list is subject to change and a final list should be forthcoming from EPA.

Program income (2 CFR 200 §200.307), project location and eligibility, project type and details, solar system, useful life and degradation rate, asset owner, building type, number of households served, estimated annual household savings, description of household savings (financial or in-kind), jobs created, apprenticeship participation, system size, system cost and upfront cost, utility provider, utility rates, solar generation compensation rate (net-metered), customer baseline energy consumption, storage power capacity (in kw), cycle efficiency, response time, duration of discharge, emissions reductions, annual solar incentive(s) received by end beneficiary, household savings calculation methodology, program administrator could support on narrative reporting, which may include community outreach, success stories, and challenges in implementation.

#### 4.1.3.Final Report

- 4.1.3.1. The State must submit a final report to EPA no later than 120 calendar days after the end date of the SFA Period of Performance. The State must submit a report containing detailed narratives describing program performance for the entire program, representing an overall assessment of the implementation of EPA approved workplan, supported with qualitative discussions and quantitative metrics. The Contractor must support the development of this final report, including the following broad elements:
  - 4.1.3.2. The documents for the final report must be submitted ready to be published on the EPA website for public consumption and must not include any material considered to be Confidential Business Information (CBI) or Personal Identifiable Information (PII).
  - 4.1.3.3. In accordance with 2 CFR200.344 (f), 200.310 through 300.316, and 200.330, the Contractor must account for any real and personal property acquired with federal funds.
- 4.2. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that the Bidder wishes the State to consider must be submitted for consideration. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
- 4.2.1.**Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 4.3. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) 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 a 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 interests 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.
- 4.3.1.**Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- 4.3.2.**Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

#### **4.4. CONFLICTS OF INTEREST:**

- 4.4.1.**Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.
- 4.4.2.**Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.
- 4.4.3.**Requirements:** The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

- 4.4.3.1. Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.
- 4.4.3.2. Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.
- 4.4.4. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCOI that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.
- 4.5. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
  - 4.5.1. Self-Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
  - 4.5.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**
- 4.6. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**
  - 4.6.1. For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.
    - 4.6.1.1. After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.
- 4.7. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserve the right to make additional awards to other compliant bidders at any time if such an award is deemed to be in the best interest of the State.

4.7.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

<b>Proposal Evaluation Category</b>	<b>Points Available</b>
<b>Bidder Qualifications, Experience, &amp; Past Performance</b> Proposals will be evaluated on the Bidder's overall demonstrated capabilities, references and experience working with government energy programs, solar installation, energy efficiency, managing contractor networks and low-income programs. Any prior experience working with the State will be evaluated.	<b>30 Points</b>
<b>Pricing Schedule</b> The lowest price shall be scored the maximum number of evaluation points for price. The lowest price is then divided by each of the higher Bidders' proposed price in turn. The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher price proposal.	<b>25 Points</b>
<b>Program Management Narrative</b> Proposals will be evaluated on the clarity and effectiveness of offerors project narratives, key staff, as well as the approach to managing an online portal, program design expertise, ability to establish contractor networks, income eligibility capacity, enabling upgrades management, customer experience mapping, compliance and reporting processes, organizational capacity, technical assistance and outreach approach.	<b>20 Points</b>
<b>Planning Milestones</b> The ability for an offeror to successfully complete the planning tasks prior to December 1, 2025 is crucial. Demonstrating the ability to complete these tasks in a timely manner in the project narrative will earn 15 points. Demonstrating the ability to complete the tasks sooner will earn up to 5 additional points, relative to other bidders' timelines.	<b>20 Points</b>
<b>Proximity and Familiarity</b> Points will be awarded to offerors that have experience working in Vermont, New England, and rural and low-income areas. The bidder with the most experience will earn 5 points, second most will earn 4, and so on. No experience will earn 0 points.	<b>5 Points</b>
<b>Total Points Available</b>	<b>100 Points</b>

4.8. **CONTRACT NEGOTIATION:** 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 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.

4.9. **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 and/or any proposals made.

4.10. **CONTRACT TERMS:** The selected bidder(s) 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. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

4.10.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

- 4.10.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 4.10.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 4.10.4. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 4.10.5. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

5. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

- 5.1.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.
- 5.1.2. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.
- 5.1.3. **Unsolicited Confidential Materials.** This RFP does not solicit confidential information, and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.
- 5.1.4. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.
- 5.1.5. **Exceptions to Contract Terms and Conditions.** The State will not consider exceptions to contract terms and conditions included with this RFP.
- 5.1.6. **Formatting**
- Proposals should not be longer than 25 pages (not including resumes and references) and should use a standard font and sizing. Proposals should be ordered and structured in the same manner as requested in the RFP.

## 5.2. COVER LETTER:

5.2.1. The Cover Letter should include an introduction to the Bidder, Bidder's contact information, a short description of the bid, and the bidder's EIN, and Unique Entity Identifier from SAM.gov.

## 5.3. TECHNICAL RESPONSE. In response to this RFP, a bidder shall:

5.3.1. Provide background on your company, including size, location, areas of operation, a narrative of company history, business model, and experience with administering comparable state or federal energy or solar programs. Describe your organization's experience working with energy programs serving low-income single-family households. Describe your organization's experience with complying with federal guidelines and data privacy regulations, and disclose any history of regulatory violations, non-compliance, or fraud.

5.3.2. Provide an overview of your team and describe your staff's capabilities and particular experience relevant to the RFP. Include a 1–2-page resume for key staff and include their current role, responsibilities, and relevant experience. Resumes will not count against the page limitation.

5.3.3. If you have experience working with the State of Vermont, identify all current or past State projects. Provide the name of the Vermont department or agency and the project title or a brief description of the work. Do not include references or statements from State of Vermont agencies or employees.

5.3.4. Proposals **must include a project management narrative** that discusses the approach to managing an online portal, program design expertise, ability to establish contractor networks, income eligibility capacity, enabling upgrades management, customer experience mapping, compliance and reporting processes, organizational capacity, technical assistance, compliance capability, marketing and outreach approach, and any other tasks the bidder deems relevant.

5.3.5. As part of the project management narrative, proposals **must include milestones** for completion of planning tasks. Each deliverable should have an expected completion date relative to the contract start. For example, 3.3.2 finalizing program design should have an explanation of how the deliverable will be achieved and a projected completion date (45 days post contract award). These milestones will be used for evaluation.

5.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 1-3 years. You must include contact names who can talk knowledgeably about your specific performance. Do not list a State of Vermont agency or employee as a reference.

5.5. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

5.6. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response to the proposal to be considered valid.

## 6. SUBMISSION INSTRUCTIONS:

6.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

6.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

6.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

6.2. **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein. Electronic bids will be accepted via email submission to [Randy.Brittingham@vermont.gov](mailto:Randy.Brittingham@vermont.gov). The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

6.2.1. 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.

6.2.2. 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. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

**6.3. BID SUBMISSION CHECKLIST:**

- ☐ Cover Letter
- ☐ Technical Response, including project management narrative, milestones, and resumes
- ☐ References
- ☐ Price Schedule
- ☐ Signed Certificate of Compliance

**7. ATTACHMENTS:**

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. Standard State Contract template with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (October 1, 2024)

7.5. State of Vermont – Federal Terms Supplement - Non-Construction (December 30, 2024)

7.6. URL Links to the Vermont Solar For All Workplan and the EPA's SFA Terms and Conditions

**ATTACHMENT 7.1**

**RFP/PROJECT:**  
**DATE:**

Page 1 of 4

**CERTIFICATE OF COMPLIANCE**

**For your bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.



RFP/PROJECT:  
DATE:

Page 2 of 4

**D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- ☐ Energy Star® Certification
- ☐ LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
- ☐ Other internationally recognized building certification:

- 
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

- 
3. Please Check all that apply:

- ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

- 
4. Please list any additional practices that promote clean energy and take action to address climate change:
- 
- 
-

**E. Executive Order 02 – 22: Solidarity with the Ukrainian People**

- ☐ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

**F. Certification Regarding Use of Contract Funds for Lobbying** - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**RFP/PROJECT:**  
**DATE:**

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature of Bidder (or Representative) (Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

## RAISE RFP Attachment 7.2 - Price Schedule

*This Price Schedule can be downloaded as an Excel file here:*  
[www.publicservice.vermont.gov/renewables/solar-all-vermont](http://www.publicservice.vermont.gov/renewables/solar-all-vermont)

Fixed Price, Deliverable Based Pricing Schedule

"Total Proposal Amount" will be the Not To Exceed ceiling for this contract following final contract negotiations. Any future budgetary changes will require a bilateral contract modification.

All pricing in Part A shall assume a contract start of 8/1/25 and deliverable completion NLT 12/1/2025.		
All Pricing in Part B shall assume a program duration of 45 months 12/1/25-9/1/2029.		
RFP Task(s)	Deliverable/Task	Total Cost \$
<b>Part A (Scenario 1)</b>		
3.3.1	Contract onboarding & development of procedures, trackers, and program milestones.	
3.3.2, 3.3.5	Finalizing program design & EPA workplan approval.	
3.3.3	Establish a solar installer network & associated procedures.	
3.3.4	Development of comprehensive consumer protection strategy.	
3.3.6	Design & launch an online SFA portal.	
3.3.7	Identify & onboard customer service staff. Develop training/reference materials.	
3.3.8	Identify & onboard technical assistance staff. Develop training/reference materials.	
3.3.9	Establish income verification process.	
3.3.10	Develop marketing/community engagement strategy.	
3.3.11, 3.3.12	Reporting & compliance procedures	
<b>Part A (Scenario 2)</b>		
2.6.2	Total additional planning costs for adding a financial contractor to the program.	
Other	Any other costs associated with planning tasks not captured in either scenario.	
<b>Total Part A Cost</b>		
<b>Part B</b>		
3.4.1	Recurring State meetings (1-2 month)	
3.4.2	Compliance monitoring	
3.4.3	Income eligibility for 5,000 applicants	
3.4.4	Management of solar installer network	
3.4.5	Enabling upgrades management	
3.4.7	Consumer protections	
3.4.8	Website management & customer service.	
3.4.9, 3.4.10	Technical Assistance	
3.4.11	Selective sampling for savings verification	
3.4.12	Marketing/community engagement	
3.4.13, 3.4.14, 3.4.15	Reporting & compliance	
<b>Part B (Scenario 2)</b>		
3.4.6	Additional implementation costs for adding a financial contractor to the program	
Other	Any other costs associated with implementation tasks not captured in either scenario.	
<b>Total Part B Cost</b>		
<b>Total</b>	<b>Total Cost for RAISE Program Planning &amp; Implementation</b>	<b>\$ -</b>

The information below will not be utilized for evaluation. It is for informational purposes only.

Proposed Project Staff		
Title	Position Description	Hourly and Fringe Rate \$
Position 1		
Position 2		
Position 3		
Position 4		
Position 5		
Position 6		
Position 7		
Position 8		
Position 9		
Position 10		

**ATTACHMENT 7.3**

**RFP/PROJECT:**

**DATE:**

**SUBCONTRACTOR REPORTING FORM**

**This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.**

The State, in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

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

Name of Company: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

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

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: [Randy.Brittingham@Vermont.gov](mailto:Randy.Brittingham@Vermont.gov)

## **ATTACHMENT 7.4**

### **STANDARD CONTRACT FOR SERVICES**

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. 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 [REDACTED]. 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 \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

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. Conflicts of Interest.**

6.1 **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Contractor as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Contract.

6.2 **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Contractor could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Contract.

6.3 **Requirements:** Contractor shall not have PCOIs or OCOI’s with respect to this Contract nor with respect to any other contract(s) it may hold with the State. In order to ensure that PCOIs and OCOI’s do not exist, the Contractor shall:

- a. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Contract.
- b. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
- c. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this contract for which the Contractor has identified a PCOI.
- d. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any Non-Disclosure Agreement required by this Contract.
- e. Make an immediate and full disclosure, in writing, to the State Point of Contact for the Contract of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Contract.

#### **6.4 Remedies:**

- a. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Contractor to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.
- b. If the State does not deem mitigation practicable, the State may terminate all or a portion of the contract. for default or pursue such other remedies as may be permitted by law or this contract.
- c. If a contractor fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.

7. **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.

8. **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.

9. **Attachments.** This contract consists of [REDACTED] 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 10/01/2024)  
“State of Vermont – Federal Terms Supplement - Non-Construction (December 30, 2024)

Attachment D - Other Provisions

Additional attachments may be lettered as necessary

10. **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

(2) Attachment D

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

(4) State of Vermont – Federal Terms Supplement (non-construction)

(5) Attachment A

(6) Attachment B

**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 Contractor shall:  

**DELETE THESE INSTRUCTIONS** All State contracts must describe the work to be performed in clear, concise and complete statements. Attachment A of the Standard State Contract should be used to detail the work to be performed or products to be delivered by the contractor. A well written description will include the schedule for performance, identification of project deliverables, deliverable milestones, and standards by which the contractor's performance will be measured. This description of the work may also be referred to as the Statement of Work, Specifications of Work, or Subject Matter. Please refer to Appendix II for further guidance. The deliverables and milestones should be used to inform the payment terms in Attachment B. Attaching RFPs and RFP responses to contracts is not permitted. RFP responses can be long and complicated and may include both unnecessary information and introduce internally inconsistent terms within the contract.

The level of required contract compliance monitoring, if applicable, should be based on the assessment of the risk for delay or failure to deliver the services. In assessing the risk, agencies should consider factors such as: amount of funds involved; contract duration; contract complexity; history of the Contractor with State government; amount of subcontracting involved; and other relevant issues. Whether or not liquidated damages, service credits and/or retainage are part of the contract, the document should include a section that describes specifically how the Agency will monitor the contract for compliance.

Types of compliance monitoring processes and steps may include: (i) periodic contractor reports; (ii) invoice reviews; (iii) on-site visits; (iv) scheduled meetings; (v) audits; (vi) independent performance reviews; (vii) surveys of users/clients; and (viii) post-contract audit or review. This section may also describe a process for identification, discussion, and resolution of disputes between the Contractor and the State, both during the contract duration and after expiration.

**NOTE:** Additional guidance for drafting Attachment A is provided in Bulletin 3.5, Appendix II



## 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: [REDACTED]
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: [REDACTED]

Section 6 is merely a prompt for the particular payment terms necessary to the contract, such as the schedule and/or rates of pay. Sample language is provided below, if helpful, but there is no required format.

*TIME/MATERIALS: If payment will be based upon time and materials, specify the frequency of invoicing and the rate of payment. For example:*

Contractor shall be paid \$50.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly.

*FIXED PRICE/DELIVERABLES: If payments are fixed price, specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. For example:*

Contractor shall submit invoices to the State in accordance with the following schedule:

<u>Deliverable</u>	<u>Invoice Amount</u>
Phase 1 completed by May 1, 2015	\$5,000.00
Phase 2 completed by July 1, 2015	\$5,000.00
Submit Final Report by August 31, 2015	\$8,000.00

**NOTE:** Additional guidance for drafting Attachment B is provided in Bulletin 3.5, Section IX.A.5 and Appendix III

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED OCTOBER 1, 2024**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**

## **Attachment 7.5**

### **STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**

(Revision date: *December 30, 2024*)

#### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

#### **CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

#### **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

## **TERMINATION FOR CONVENIENCE**

### **1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

### **2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

### **3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

### **4. Negotiation**

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead,

loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT-** this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

(a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

**SUSPENSION AND DEBARMENT** - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

**BYRD ANTI-LOBBYING CERTIFICATION** - The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

## **DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.**

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section

## **SUBCONTRACTS**

Contractor shall include all above provisions of the “State of Vermont - Federal Terms Supplement (Non-Construction)” Attachment in all subcontracts for work performed related to this contract.

## Attachment 7.6

- Link to [Vermont's SFA Workplan](https://publicservice.vermont.gov/sites/dps/files/documents/Solar%20for%20All%20Vermont%20Workplan.pdf):  
<https://publicservice.vermont.gov/sites/dps/files/documents/Solar%20for%20All%20Vermont%20Workplan.pdf>
- Link to [EPA's Solar For All Award Terms and Conditions](https://publicservice.vermont.gov/sites/dps/files/documents/12%203%202024%20SFA%20Terms%20and%20Conditions.pdf):  
<https://publicservice.vermont.gov/sites/dps/files/documents/12%203%202024%20SFA%20Terms%20and%20Conditions.pdf>