Request for Proposals

Emerald Energy Services Software

RFP No.: RFP 2-20  Closing Date: 11/19/2020  Time: 2:00 PM PT

Description: Emerald is looking for proposals from qualified software firms with demonstrated experience providing software solutions to define, track, and improve demand side management (DSM) project workflows and manage/report on DSM program accomplishments and budgets.

Contact Information:  Contact: Cassie Stavros, Purchasing Agent
  Phone: 541-744-7419
  Email: Cassie@epud.org

PROPOSALS will be received until the closing date and time noted above by mail or by email at:

   Emerald People’s Utility District
   Attn: Cassie Stavros RFP 2-20
   33733 Seavey Loop Rd
   EUGENE, OREGON 97405
   cassie@epud.org

SINGLE POINT OF CONTACT: There will be only one point of contact for the entire Request for Proposal process. The contact point is the Emerald People’s Utility District Main Office, and the contact person is the Purchasing Agent listed above. Any questions or issues that may arise regarding the specifications, the bidding process, and/or the award process shall be directed to the Purchasing Agent listed above. Emerald’s official response to any questions or requests will be in writing through direct letters or the Addendum process.
Legal Advertisement

Emerald is looking for proposals from qualified software firms with demonstrated experience providing software solutions to define, track, and improve demand side management (DSM) project workflows and manage/report on DSM program accomplishments and budgets.

Emerald is interested in establishing this software relationship for a period of 5 years with the option to amend at Emerald’s discretion.

Proposals shall be submitted to Cassie Stavros, Purchasing Agent, before, 2:00 PM PT on 11/19/2020 and delivered according to the submission instructions contained in Section 1 - Instructions to Proposers of this solicitation. Proposals will be opened immediately thereafter and recorded. Emerald is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the Solicitation Document. Proposals will not be accepted after this hour and date.

RFP documents may be obtained by calling 541-744-719, or you may email cassie@epud.org to request the documents.

Emerald reserves the right to waive any or all informalities and irregularities; may cancel the Request for Proposals; and may reject any or all proposals pursuant to ORS 279A, 279B, or Emerald’s purchasing policy.

Date: 10/22/2020

Cassie Stavros
Purchasing Agent
Schedule of Events

The schedule of events set out herein represent Emerald’s best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Released</td>
<td>10/22/2020</td>
</tr>
<tr>
<td>Last Date for Request for Changes/Protests of Specifications/Terms and Conditions</td>
<td>11/12/2020</td>
</tr>
<tr>
<td>Closing Date (last day to submit proposals to Emerald)</td>
<td>11/19/2020 prior to 2:00 PM PT</td>
</tr>
<tr>
<td>Responses Evaluated</td>
<td>12/3/20</td>
</tr>
<tr>
<td>Interviews / Presentations (if held)</td>
<td>12/8/2020</td>
</tr>
<tr>
<td>Intent to Award Announcement</td>
<td>12/10/2020</td>
</tr>
<tr>
<td>Contract Award</td>
<td>12/10/2020</td>
</tr>
</tbody>
</table>
General Proposal Requirements

INTRODUCTION
Emerald People’s Utility District (Emerald) is one of six people’s utility districts in Oregon and provides electricity for over 21,000 residential, irrigation, general service (businesses, churches, schools, farms), and industrial customers across a 550 square mile area outside of Eugene/Springfield area. Emerald serves Alvadore, Cheshire, Dexter, Elmira, Fall Creek, Goshen, Jasper, Lorane, Marcola, Pleasant Hill, Saginaw, and Veneta. Emerald also serves parts of Coburg, Cottage Grove, Creswell, Eugene, Halsey, Junction City, and Springfield.

Emerald has a five-member Board of Commissioners that serves the governing public body. All board members are elected officials from their respective district. This board retains full control and sets policies for the utility. The board appoints a General Manager to manage and administer day to day operations of the utility. Emerald employs approximately 80 personnel.

BACKGROUND
Emerald works with eligible residences, businesses, and institutions to identify and install energy efficiency, renewable energy, and electrification measures. Emerald offers technical resources and financial incentives to help implement measures that otherwise would not get completed, or to complete measures sooner than scheduled. Emerald’s programs promote job creation, help our customers manage rising energy costs, acquire cost-effective power resources, promote beneficial electrification initiatives.

Emerald works closely with the Bonneville Power Administration to offer programs that meet their requirements while also meeting the demands of our customer-owners. Emerald’s programs are offered in the Residential, Commercial, Industrial, Agriculture, Electric Vehicle, and Renewable Energy sectors. Emerald reports an average of about 4,000 MWh of annual energy savings resulting from customer incentive payments of about $1M per year.

OBJECTIVES
Emerald is soliciting proposals from qualified Contractors to deliver a software solution for Emerald Energy Services. This software solution should help improve Emerald Energy Services’ tracking of opportunities and projects in our entire set of demand side management programs. Emerald wants to increase program productivity, improve project tracking, optimize work flow management, and improve the experience of all program participants including customer-owners.

Emerald is looking to manage program/project data, implement program/project workflow, and verify customer participation and completion, and measure program effectiveness.

PROJECT TIME FRAME
Emerald desires to have the project completed by 6/30/2022.

LENGTH OF CONTRACT
The length of the Contract will be from the date of award, approximately 12/10/2020 and will last 5 years with the option to amend up to one additional year before re-bidding is required.
LOCATION OF WORK
The location the work is to be performed, completed and managed is at Contractor’s business location once the contract is executed. Emerald will not provide work space for the contractor. The contractor must provide its own workspace.

SCOPE OF WORK
Emerald is soliciting for quotes for the above software to improve workflow on demand side management (DSM) projects, monitor and report on DSM program activity and budgets, and report energy savings and other program accomplishments. The scope of work includes the following functional requirements:

1. Tiered levels of access for oversight, marketing, implementation, etc.
2. External trade ally and customer access to generate applications and update project information.
3. Field (on mobile tools) and/or office collection of site information by customers, Emerald staff, or trade allies to complete an assessment of energy savings opportunities.
4. Collect and store service location information to be integrated with other utility data, including interval consumption and mapping, for running advanced analytics projects.
5. Process customer applications and support project-level management.
6. Activity scheduling and monitoring – site visits, inspections, audits, etc.
7. Ability to define, monitor, manage, and optimize project workflows.
8. Management of contract, program, and project level documents.
9. Rebate and incentive payment management.
10. Goal tracking for budgets, savings, and other program attributes.
11. Automated correspondence using system data before, during, and after projects.
12. Standardized and ad hoc reporting tools and dashboards with the ability to view and analyze various levels of data including, among other options, budget statuses, savings achievements, participation levels, and cost-effectiveness.
13. Standardized reporting to internal and external stakeholders
14. System training and implementation plan to facilitate successful launch.

The scope of work includes the following secondary requirements:

1. Integration with other Emerald systems, such as ArcGIS Online and NISC iVue, ideally through an API.

USERS
Emerald Energy Services (EES) consists of four (4) project implementers and one (1) manager. All five (5) users shall have administrative access for program and project management.

In addition to this core group of users, there are ten (10) lower level users that require access to view project information. These ten users may need access to make changes to project dates, contact details, or other project-level information. This user group does not require administrative level access.

The third user group consists of about ten (10) additional management level individuals. This group should have dashboard access to view reports and other program level information.

The ideal solution would have the built-in, or plug-in, functionality to allow trade allies, customers, and other external users’ access to input applications and update project information. Emerald does not currently work
with any third-party implementation vendors, but Emerald does maintain a robust group of contractors. The software would have basic contact management for this group’s certifications, program competencies, personal contact information, job completion metrics, etc.

PORTAL
To improve data collection accuracy and increase productivity, the proposed software solution shall have native or add-on functionality to support an online portal. Online portals for customers and/or trade allies to submit, view, and update project information. If a solution does not exist natively within the software offering, then an alternative must be presented that allows the software solution to have this functionality, ideally via a read-write API.

DOCUMENTS
The solution shall allow Emerald to automate many different communications between project managers, customers, and trade allies. These and other supporting documents should be held within the system and be accessible by appropriate users from anywhere. Letters, invoices, original applications, engineering studies and surveys, and hand/computer sketches are some of the many different types of documentation that must be supported by the system. The system should support basic file management functions including the ability to drag/drop files in and out of the system. Documents automatically created via template tools within the system should be held by the project to allow future retrieval.

SCHEDULING
The solution shall allow for tagging of projects with task tracking within a project. In addition, the solution should have contact tracking capabilities with the ability to track communications with customers and contractors during the project process. Emerald is looking for a solution that will enable easy scheduling of project tasks both in and out of the field and allow multiple stakeholders access to view

PROGRAMS
Emerald operates many types of demand side management programs and the selected software solution will be able to handle the unique requirements of all programs. These programs include collections of different project types in the Residential, Commercial, Industrial, and Agriculture, and Transportation sectors including:

- Site assessments including home and business energy audits
- Projects with deemed measures
- Projects with custom measures
- Projects with deemed and custom measures
- Retail programs that support energy efficient product purchases
- Product distribution programs
- Bonneville Power Administration managed programs
- Renewable energy programs
- Electric Vehicle and other beneficial electrification programs
Create new programs and modify existing programs with varying business rules and workflows. System must be able to adapt to dynamic program environments. Please describe how your solution allows a utility to configure new programs or a set of project types to allow unique energy-savings calculations and/or standard measures.

Improved workflow management is critical to success of this solution. Please describe how the solution will allow users to configure workflow tasks, including responsible parties, due dates, approvals, required documentation, automated notifications, etc.

Status reporting and project tracking capability are critically important. Business rules should allow robust data validation and tools to support quality assurance including documentation checklists for individual projects.

The solution should allow custom configuration of program budget categories for various sectors. The system should allow simple periodic review of these budget goals.

Project and site assessment history should be viewable from a central location meant to summarize activity logs related to a particular service location.

**MEASURES**

In addition to a measure library with assigned attributes for savings, incentives, etc., the system should be able to accommodate entry of custom calculations for projects. Energy savings and incentives can be calculated automatically based on measure characteristics or it can be manually entered for individual projects. The ability to pull information out of third-party calculators used by Emerald’s program partners would help facilitate project entry but is not essential.

Project contact data (property contacts, trade allies, etc.), project site data, and project data should be able to be collected stored, accessed, and queried for reporting. In addition, multiple internal stakeholders may need view and/ view/edit access to this information as it pertains to responding to customer requests for information.

Project entries should be able to lock and archive to preserve data. All actions in the system should be logged and auditable to highlight status changes, users, and date-time stamps.

**REPORTING**

Tracking and reporting of key program components at both a dashboard level and more granular levels. Components like energy and demand savings, incentive payments, program budgets and expenses, time spent on individual projects and programs, benefit/cost and other cost-effectiveness figures. Ad-hoc and automated data analytics to provide insights into program and project performance. Other information to be reported includes number of submitted applications, approved applications, denied applications, completed installations, etc.

Projects should be viewable in summary and in list forms. Lists should have robust viewing functionality including the ability to sort, search, and filter based on list entries. Projects should employ robust categorization tools like tags to enable users to organize projects into program, workflow, or other appropriate high-level rules.
INTEGRATION
Specific integrations required include the ability to connect to the regional measure library from Bonneville Power Administration and the ability to connect to Emerald’s existing accounting system from NISC ABS system from where Emerald processes incentive payments. Additional database integrations (e.g., ENERGY STAR, AHRI, etc.) are secondary functions. In addition, secondary functionality includes the ability to integrate customer contact, service location, and other service characteristics from existing Customer Information System (NISC IVUE) to new system at the start of a new project. This could be accomplished via a set of read-write APIs.

Please describe how your system integrates with other systems to enable automated processing of incentive payments. Integration with ArcGIS and ArcGIS Online services is preferred.

SECURITY
The preferred solution will take data security very seriously. It should include:

1. An audit trail of user actions including the user, date/time/description of action.
2. Cloud hosted solutions must secure sensitive customer data both in transit and at rest.
3. Full data backups must be available at least weekly without special request from Emerald.
4. Active Directory and Two-factor authentication compatible with Emerald’s existing systems are preferred. Emerald currently uses Cisco Duo.

EXPERIENCE
Please provide a detailed description of vendor’s experience dealing with small agencies including other small public utilities.

TRAINING
Options for implementation assistance, including software customization support, should be detailed along with a recommendation from provider on the amount of assistance that may be required.

Special Terms and Conditions

AMENDMENTS TO THE CONTRACT
Emerald may amend this contract, agree to appropriate increases in the maximum consideration payable under this contract should any substantial approved increase occur in the scope, character, schedule or complexity of services as outline in the statement of work. The Contractor may petition Emerald for such an amendment, or Emerald may initiate the action on its own. Any amendment must have received all necessary approvals, and be executed by Emerald prior to Commencement of any such work by the Contractor.

CONTRACT TERM / RENEWALS
This Contract will renew on the anniversary of the original contract execution date unless otherwise terminated in accordance with the early termination provisions herein. If Contractor does not agree to renew the Contract an additional term, Contractor must notify Emerald within 90 days of the anniversary of the original contract execution date.
After the 5 years option to amend, Emerald reserves the right to renegotiate an additional contract with the selected broker or to solicit for broker services, whichever is in Emerald’s best interest.

PAYMENT
Fees will be paid by Emerald on a monthly basis in accordance with its standard terms: Net 30 days.

DISPUTES
In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Emerald shall be final and binding upon the parties.

CONFLICT OF INTEREST
A conflict of interest or the appearance of a conflict of interest between Emerald and its selected Contractor shall be avoided.

Proposer shall list and describe professional relationships involving Emerald for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest.

SUBSTITUTION OF PERSONNEL
It is the intention of Emerald that the Contractor’s personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, the Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to Emerald approval. In the event substitute personnel are not satisfactory to Emerald and the matter cannot be resolved to the satisfaction of Emerald, Emerald reserves the right to cancel the Contract for cause.

PERFORMANCE
Contractor shall perform all services required by this contract within the time specified in this contract, including extensions. All services shall be performed in highest professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of this contract shall constitute breach of contract. Emerald, by written notice to Contractor, may cancel the whole or any part of this contract:

- If Contractor fails to provide the services required by this contract within the time specified, or fails to perform any other provision of this contract; and
- If Contractor, after receipt of written notice from Emerald fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of Emerald provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

EARLY TERMINATION
This Contract may be terminated as follows:

- Emerald and Contractor, by mutual written agreement, may terminate this Contract at any time.
• Emerald in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
• Emerald’s Right to Terminate For Cause and/or non-appropriation of funds. Emerald may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Emerald may establish in such notice, upon the occurrence of any of the following events:
  • Emerald fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor’s Work;
  • Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Emerald is prohibited from paying for such Work from the planned funding source;
  • Contractor no longer holds any license or certificate that is required to perform the Work
  • Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor’s performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 15 business days after delivery of Emerald’s notice, or such longer period as Emerald may specify in such notice.

CONTRACTOR’S RIGHT TO TERMINATE FOR CAUSE
If Emerald fails to pay Contractor pursuant to the terms of this Contract, Contractor may terminate this Contract by giving notice to Emerald, and Emerald fails to cure within 15 business days after receipt of Contractor’s notice, or such longer period of cure as Contractor may specify in such notice. Emerald shall pay Contractor for all work performed in accordance with the terms of the Contract prior to termination date, if Contractor is not otherwise in default.

Contractor may terminate this Contract, for reasons other than nonpayment, if Emerald commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Contractor’s performance under this Contract, and such breach, default or failure is not cured within 15 business days after delivery of Contractor's notice, or such longer period as Contractor may specify in such notice.

PAYMENT ON EARLY TERMINATION
Upon termination, payment shall be made as follows:

• If terminated for the convenience of Emerald, Emerald shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Emerald shall not be liable for direct, indirect, special, or consequential damages. Termination shall not result in a waiver of any other claim Emerald may have against Contractor.
• If terminated under due to a breach by the Contractor, then Emerald shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which Emerald is entitled.
• If terminated under due to a breach by Emerald, then Emerald shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
• If terminated under for non-appropriation of funds, then Emerald shall pay the Contractor for work performed prior to the termination date no later than 30 days after Emerald’s approval of its next year’s budget, if such work was performed in accordance with the Contract.

REMEDIES
In the event of breach of this Contract the parties shall have the following remedies:

If terminated by Emerald due to a breach by the Contractor, Emerald may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to Emerald the amount of the reasonable excess.

In addition to the remedies for a breach by the Contractor, Emerald also shall be entitled to any other equitable and legal remedies that are available.

If Emerald breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

FORCE MAJEURE
Unless this contract is executed to remedy an act(s), occurrence(s), or event(s) stated herein, neither Party shall be liable for delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority, compliance with priority orders or preference ratings issued by the federal Government, acts of Government authorities with respect to revocation of export or re-export permits/licenses, wrecks, or unusually severe weather. The Party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

In the event of any such delay, the required date of services will be extended for a period of time equal to the period of the delay, or as short a period as is reasonably possible.

Emerald may terminate this Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Contract.

LIMITATION OF LIABILITIES
NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

ACCESS TO RECORDS
Contractor shall maintain fiscal records and all other records pertinent to this Contract. Records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken in the provision of the products required herein. All such records shall be retained and kept accessible for at least three years following final payment. Emerald’s authorized representatives shall have the right to direct access to documents, papers and records related to this
Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. Emerald shall reimburse Contractor for Contractor’s cost of preparing copies.

**COMPLIANCE WITH APPLICABLE LAW**
Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws.

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Emerald immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

**WAIVER**
Waiver of any default under this Contract by Emerald shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**GOVERNING LAW**
The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Lane County, Oregon. Any legal action involving any question arising under this Contract must be brought in Lane County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

**SEVERABILITY**
If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

**ANTI-DISCRIMINATION**
Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, woman-owned or emerging small businesses.

**NON-APPROPRIATION CLAUSE**
If payment for work under this Contract extends into Emerald’s next fiscal year, Emerald’s obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Emerald Board of Commissioners. If such future appropriations are not approved, Emerald shall terminate the contract and pay Contractor for work performed.

**PUBLICITY**
Any publicity giving reference to this solicitation, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Emerald.
EVALUATION CRITERIA

This is step one of a possible Multiple-tiered Evaluation Process. Written Proposals will be evaluated and scoring will be based on Proposers qualifications and experience as described below and the breadth and cost of the services provided.

Below are the possible points for each evaluation criteria that will be scored:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background/Experience</td>
<td>15</td>
</tr>
<tr>
<td>References</td>
<td>5</td>
</tr>
<tr>
<td>Compliance with Requirements</td>
<td>20</td>
</tr>
<tr>
<td>Resources Assigned To This Contract</td>
<td>10</td>
</tr>
<tr>
<td>Fee Structure Proposal</td>
<td>30</td>
</tr>
<tr>
<td>Implementation Plan</td>
<td>15</td>
</tr>
<tr>
<td>Additional Information</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL POSSIBLE POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>

To ensure that information in the proposals is easily located and identified by the Evaluation Committee, written responses should be formatted in the order below. Proposals that are not organized in this manner risk elimination from consideration if the evaluators cannot determine where the answer to a particular question is located within the response.

Written Proposals must include a complete response to all Mandatory Requirements and Scored Evaluation Criteria listed in this section. Proposals that are substantially incomplete or lack key information may be rejected.

If so determined by Emerald, Emerald may request that the highest ranked Proposer(s) participate in a presentation and/or interview process. The presentation/interview process and the questions asked, materials presented, and scoring may be developed by Emerald and/or tailored to each specific Proposer interviewed, in order for Emerald to ensure its understanding of the proposal submitted and the Proposer’s actual offer of services.

REQUIRED RESPONSE DOCUMENT

Written Proposals must include a complete response to all Evaluation Criteria listed in this Section.

Proposals should be prepared simply and economically, providing straightforward, concise descriptions of qualifications and previous experience to satisfy the requirements of the RFP. Emerald requests that all proposals conform to the following:
• All copies should be double sided.
• Avoid superfluous use of paper.
• The use of plastic covers, dividers, and binders should be avoided. Please staple all copies submitted.

Each response shall include the following documents, which will not be scored:

**Title Page.** Proposer should identify the RFP title, the name and title of the contact person, address, telephone number, fax number, email address and date of submission.

**Cover Letter.** This letter should include the minimum:

• A brief statement indicating whether Proposer meets the minimum qualifications.
• A brief statement showing Proposer understands the services to be performed.
• Disclose any Conflicts of Interest; include any professional relationships involving Emerald for the past five (5) years, together with a statement explaining why such relationships do not constitute a Conflict of Interest.
• The names of persons authorized to represent the proposer, their title, address and telephone number.
• Letter must be signed by company representative authorized to bind organization to the information included in the response.
• Acknowledge that your firm accepts ALL terms and conditions contained in this solicitation, and agrees to sign the Contract.
• Proposers shall indicate if they have had a contract terminated for default in the last five years.

**SCORED CRITERIA**

**BACKGROUND/EXPERIENCE (15 points possible)**

• Experience of firm implementing similar projects
• Familiarity with the energy efficiency industry in the Pacific Northwest
• Qualifications and experience of key personnel

**REFERENCES (5 points possible)**

• Provide a minimum of three (3) client references for which your firm has provided software solutions. Please include the names, addresses and telephone numbers of contact persons. Each listed reference should include a short description of the specific solution provided to the client.

**COMPLIANCE WITH REQUIREMENTS (20 points possible)**

• Ability to provide required features with minimal customization
• Availability of desired features
• Assessment of how the software solution improves Emerald’s status quo
• Quality of project work plan
• End of contract transition plan including treatment of data following end of contract relationship.
• Technical Requirements
• Security Requirements
• Accessibility Requirements
RESOURCES ASSIGNED TO THIS CONTRACT (10 Points Possible)

- The Proposer must commit that the staff in its proposal will actually be assigned to this contract.
- Demonstrate capability to complete the scope of work.

FEE STRUCTURE PROPOSAL (30 Points Possible)

- Include the initial costs for purchase, implementation, and customization. Provide a description of the scope of work included in these costs.
- Include the ongoing costs associated with maintaining the software including any ongoing subscription costs. Describe the fee structure and the variables by which the fees are subject to change over the course of the contract.

IMPLEMENTATION PLAN (15 Possible Points)

- Describe what your firm would need to do to be ready and able to begin delivering a software product to Emerald as of the execution of this contract.
- Include a description of how you propose to transition the business rules, workflows, program documentation, and legacy software functionality from Emerald’s predecessor systems. Describe plan for maintaining continuity during transition period.

ADDITIONAL INFORMATION (5 Possible Points)

- Presentation of information is logical and clear
- Completeness of proposal content
- Adherence to format and layout requirements

Review and Acknowledgment of Defective Proposals

Due to limited resources, Emerald generally will not completely review or analyze proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will Emerald generally investigate the references or qualifications of such proposals. Therefore, Emerald will not acknowledge whether or not an unsuccessful proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and Emerald Purchasing Policy. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

Right of Rejection

Proposers must comply with all of the terms of the RFP, Emerald Policy, and all applicable local, state, and federal laws, administrative rules, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not make stipulations or restrict the rights of Emerald. If a Proposer does so, the Purchasing Agent may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Purchasing Agent may waive minor informalities. Minor informalities may include:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
do not change the meaning or scope of the RFQ/RFP;
are trivial, negligible, or immaterial in nature;
do not reflect a material change in the work; or,
do not constitute a substantial reservation against a requirement or provision;

Emerald reserves the right to refrain from making an award if it determines that to be in its best interest.

References
Emerald reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Respondent’s successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Responsibility
Emerald reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer’s responsibility for performing the Contract, as defined in Emerald’s Purchasing Policy. Submission of a signed proposal shall constitute approval for Emerald to obtain any information Emerald deems necessary to conduct the evaluation. Emerald reserves the right to request additional information or documentation from the successful Proposer prior to award of a contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in the rescission of Emerald’s Intent to Award.

Emerald may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

Clarification of Response
Emerald reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of that Proposer’s Proposal.

Emerald may elect to use a Multiple-Tiered Evaluation Process
STEP 1 - Written Proposal Evaluation

Written Statements of Proposal (SOPs) will be evaluated and scoring will be assigned based on Proposers qualifications, experience, and pricing proposal.
A selection committee consisting of Emerald Staff with relevant expertise in the subject matter of this solicitation will review submitted proposals. Staff will evaluate and score proposals to determine which one best meets the needs of Emerald.

If Emerald determines there to be a “Competitive Range”, Emerald may elect to conduct interviews and/or presentations to assist Emerald in determining the most advantageous proposal. Proposers identified to be in the Competitive Range will be notified by Emerald, followed by written instructions for the Interview and/or presentation. There will be no protest allowed for Proposer's not included in the Competitive Range.

STEP 2 - Interviews / presentations (if held)

The outcome of the written proposal evaluations may result in placement on an interview list. Should Emerald elect to hold interviews, the total points possible for the interview / presentation will be indicated in the Interview Invite letter.

Emerald may invite up to the three (3) highest-ranked firms (or at a natural break in scoring) to interview. This is considered the “Competitive Range”. The Firm’s Key Persons as identified by Emerald shall be prepared to attend the interview within five (5) business days of notification by Emerald, and shall be prepared to answer questions as provided with the Interview Invite letter.

Selection

If a contract is awarded, Emerald shall award the contract to the responsible proposer whose proposal Emerald determines in writing to be the most advantageous to Emerald based on:

- The evaluation process and evaluation factors described in this request for proposal;
- Any applicable preferences allowed by Emerald Policy, and when applicable,
- The outcome of any negotiations authorized by this request for proposal.
- The firm with the highest total score as a result of written proposal scoring and interview/presentation scoring (if held) shall be considered the highest ranked Proposer.

Notice of Intent to Award

After the completion of Step 1 or Step 2, the Purchasing Agent will issue a written Notice of Intent to Award and email copies to all Proposers (or all proposers in the Competitive Range). The notice will set out the names of all Proposers and identify the Contractor selected for award.

Contract Negotiation

Emerald will begin negotiating a Contract with the highest ranked Proposer. Emerald shall direct negotiations toward obtaining written agreement on:

- The statement of work;
- The contract price as it is affected by negotiating the statement of work; and
- Any other terms and conditions reasonable related to those expressly authorized for negotiation in the Request for Proposal,
At any time during discussions or negotiations Emerald may terminate discussions or negotiations with the highest-ranked proposer if it reasonably believes that:

- The proposer is not discussing or negotiating in good faith; or
- Further discussions or negotiations with the proposer will not result in the parties agreeing to the terms and conditions of a final contract in a timely manner.

If Emerald terminates negotiations, Emerald may then commence negotiations with the next highest scoring proposer, and continue the process until Emerald has determined to award the contract to the proposer with whom it is currently discussing or negotiating.

**Protests and Judicial Review of competitive Bidding and Proposals**

Pursuant to Models Rules, a bidder or proposer (in the Competitive Range if a Competitive Range is established) may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if the bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and the reason for the protest is that all higher ranked proposals are nonresponsive; Emerald has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials; Emerald has abused its discretion in rejecting the protestor’s bid or proposal as nonresponsive; or Emerald’s evaluation of proposals or Emerald’s subsequent determination of award is otherwise in violation of Emerald Purchasing Policy.

Eligible proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to proposers.

a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. Emerald will not consider late protests.

b) All protests must be in writing, signed by the protesting party or an authorized Agent and submitted to the Emerald Purchasing Agent. The protest must state all facts and arguments on which the protesting party is basing the protest.

c) Only protests stipulating an issue of fact concerning a matter of bias, discrimination or conflict of interest, non-compliance with procedures described in the procurement documents, or Emerald Purchasing Policy shall be considered. Protests based on procedural matters will not be considered.

d) Emerald’s General Manager will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the bid or proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.

e) If the determination of the General Manager is adverse to the protesting party’s interest, the protesting party may only appeal to Emerald’s Review Board by filing a written notice of appeal to the Board with the General Manager within two (2) business days of issuance of the General Manager’s written determination.

f) The Contract Review Board, in considering the protest, shall review the documentation presented to the General Manager on or before the next regularly scheduled Board Meeting, but in no event shall
they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Board review will be limited to the evaluation of compliance with Emerald’s policies and procedures, requirements of the RFP or ITB and the equal and fair application of Emerald’s contracting rules. The contract Review Board’s determination shall be Emerald’s final decision.

An adversely affected or aggrieved bidder must exhaust all avenues of administrative review procedures and relief before seeking judicial review of Emerald’s Contractor selection or Contract Award decision.
INSTRUCTIONS TO PROPOSERS

All proposals and contracts are subject to the provisions and requirements of the Oregon Revised Statutes 279A, 279B, and Emerald Purchasing Policies.

PROPOSAL PREPARATION

PROPOSAL FORMAT

Proposals shall be typewritten or prepared in ink and shall be submitted on the form provided in the Request for Proposals. Proposals shall be submitted via mail or email only.

CONFORMANCE TO SOLICITATION REQUIREMENTS

Proposals shall conform to the requirements of the Request for Proposals. Failure to comply with all requirements may result in proposal rejection.

SIGNATURE ON PROPOSAL

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from bidding without fully comprehending all requirements of the Request for Proposals.

Proposers shall only enter information within the RFP document where it is requested or required. Proposers shall NOT make any alterations to the Original Solicitation Document. Any proposal that has been altered may be rejected.

PREPARATION COSTS

Pursuant to ORS 279B.100, Emerald may cancel, reject in whole or in any part any bids or proposals, without liability incurred by Emerald at any time after issuing an RFP or RFQ, if Emerald believes it is in Emerald’s interest to do so.

PROPOSAL SUBMISSION

PROPOSAL SUBMISSION

Proposals, containing a minimum of one (1) original signed proposal response including any addenda which require signature, shall be received and date and time-stamped by the Emerald Purchasing Agent prior to RFP closing. No proposal received after RFP closing date and time shall be considered. To ensure that your proposal receives priority treatment within our mailing system, your proposal should be labeled with the following information:

RFP 02-20, 11/19/2020, 2:00 PM PT
EMERALD PEOPLE’S UTILITY DISTRICT
ATTN: Cassie Stavros RFP 02-20

Proposals shall be delivered as follows:
If by mail: Cassie Stavros, Purchasing Agent, Emerald People’s Utility District, 33733 Seavey Loop Rd, Eugene, OR 97405.

If by email: Cassie Stavros, Purchasing Agent, cassie@epud.org.

Emerald is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the Solicitation Document.

Proposer MUST complete, sign, and return the following pages with their RFP response:

- **Proposal Form**
- **RESPONSE TO ALL EVALUATION CRITERIA**
- **CONTRACTUAL ACCEPTANCE:** Statement accepting ALL terms and conditions contained in this solicitation. **Proposer shall include this within the cover letter of your proposal.**
- **TERMINATION FOR DEFAULT:** Proposers shall indicate if they have or have not had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.
  
  NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party’s name, address and phone number. Emerald will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of proposers past performance.

**ADDENDA**

Any VERBAL communication cannot and shall not be construed as approval of the acceptability of any deviation to any requirement. All changes to requirements and/or the solicitation documents will be made in the form of Addenda. The Proposer is responsible for ensuring that all addenda have been received and are acknowledged in their RFP Response. Addenda can be obtained electronically via email at cassie@epud.org.

**PROPOSAL MODIFICATION**

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked “Proposal Modification,” identifying the RFP number and closing date and time. Proposers may not modify proposals after RFP closing date and time.

**PROPOSAL WITHDRAWALS**

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Emerald Purchasing Agent prior to RFP closing time.

**PROPRIETARY DATA/PUBLIC RECORD**

This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by Emerald and made a part of a file or record which shall be open to public inspection. If a proposal
contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosures only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction may not include cost or price information, which shall be open to public inspection.
PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information.

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

Place a check in the box in front of the item indicating inclusion in your response.

☐ ALL DOCUMENTATION REQUIRED HEREIN

☐ CONTRACTUAL ACCEPTANCE: Statement accepting ALL terms and conditions contained in this solicitation.

☐ TERMINATION FOR DEFAULT: Proposers shall indicate if they have had a contract terminated for default in the last five years.

☐ RESPONSE TO ALL EVALUATION CRITERIA

☐ PROPOSAL FORM AND PRICE PROPOSAL FORM

CONTRACT SIGNATURE / EXECUTION

The undersigned attests that:

☐ S/he has read and understands all instructions, requirements, addenda, and terms and conditions contained herein (including the attachments and Exhibits listed in this solicitation).

☐ S/he has the authority and/or responsibility to submit a proposal and to bind her/his organization in all phases of this RFP process.

☐ The information provided is true and accurate to the best of her/his knowledge.

☐ S/he understands that any false statement may disqualify this offer from further consideration or may be cause for contract termination.

☐ S/he has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged minority, women or emerging small business enterprise certified under ORS 200.055.

☐ S/he represents and warrants to Emerald that s/he has the power and authority to enter into and perform this Contract and that this Contract, when executed by Emerald, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

☐ S/he has arrived at the specifics of the proposal, including price and amounts, independently and without communication or agreement with another Proposer, except as disclosed in a separately attached statement;

☐ S/he has not directly or indirectly induced or solicited another Proposer, in order to benefit a third person, to submit a false or sham bid, to refrain from bidding or to change a bid;

☐ S/he has not directly or indirectly disclosed the Proposer's bid price, a breakdown of the price, the contents of the price or information or data related to the price to another Proposer;

☐ S/he has not sought through communication or agreement with a person to fix the bid price of the Proposer or another Proposer, to fix an overhead, profit or cost element of the bid price of the Proposer.
or another Proposer or to secure any advantage against the contracting agency or any other person interested in the public contract;

☐ S/he has not directly or indirectly expressed an interest or lack of interest in the public contract, or paid or offered to pay a fee to a person, to cause a collusive or sham bid;

☐ Contractor by signing this contract represents and warrants that contractor’s performance under this contract creates no potential or actual conflict of interest, including but not limited to conflicts of interest as defined in ORS 244.020. Contractor further warrants that no state or federal law or Emerald rule prevents contractor’s lawful performance of the contract. If contractor is currently performing work for Emerald or another governmental entity, Contractor’s participation in other public contracts does not create a potential or actual conflict of interest in performance of this contract.

PROPOSER INFORMATION

Proposer Company Name

Company Address

Telephone Number   Email Address   FEDERAL ID NUMBER

Person Signing Name (Print)   Title

Signature
PRICE PROPOSAL FORM

All prices are to be in US dollars and include all associated fees.

<table>
<thead>
<tr>
<th>Line</th>
<th>Item</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial Software license and fees</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Software Configuration, customization, and training</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Annual Software License and Fees</td>
<td>$</td>
</tr>
<tr>
<td>SUM</td>
<td>Total Proposal Costs</td>
<td>$</td>
</tr>
</tbody>
</table>
The RFP [including all Attachments and Exhibits], any and all addenda, all Emerald contractual terms and conditions, and the Proposers offer (interpreted in the provided order of precedence) become the final contract once executed by Emerald General Manager (in the space provided below) and constitute the entire agreement between the parties, and thereafter, upon Emerald’s issuance of a Notice to Proceed, additional amendments and/or change orders may be added to the contract as mutually agreed upon by the parties.

The Emerald People’s Utility District hereby awards a contract to the above Proposer for the item(s) and/or service(s) designated on the bid invitation as:

*Provide energy services software solution per the negotiated Statement of Work and Fee Schedule in accordance with all requirements, Terms and Conditions of RFP 02-20.*

______________
Contract Administrator/Purchasing Agent Date

______________
General Manager Date

______________
Term of Contract