

CAPE LIGHT COMPACT JPE

**REQUEST FOR QUALIFICATIONS
FOR ENERGY RELATED TECHNICAL CONSULTING SERVICES
AND EXPERT WITNESS SERVICES**

SECTION 1. GENERAL OVERVIEW

A. Background

The Cape Light Compact JPE (the “Compact”) is a regional energy services governmental organization comprised of and serving its twenty-one towns of Cape Cod and Martha’s Vineyard. The Compact is a joint powers entity and municipal aggregator pursuant to M.G.L. c. 40, §4A ½ and M.G.L. c. 164, §134. More information about the Compact is available at <https://www.capelightcompact.org>.

The Compact’s mission is to serve its 205,000 customers through the delivery of proven energy efficiency programs, effective consumer advocacy and renewable competitive electricity supply.

The Compact operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan which provides renewable electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard. The Compact is operating an Energy Efficiency Plan which is periodically updated and approved by the Massachusetts Department of Public Utilities (“DPU”). The Compact also assists public bodies within its service territory to contract for electric power supply through a competitive request for proposal (“RFP”) process. In addition, the Compact advocates for the interests of consumers within its service territory through participation in DPU proceedings.

B. Purpose of RFQ

Through this Request for Qualifications (“RFQ”), the Compact is seeking to compile a list of pre-qualified entities, organizations and individuals to provide a broad array of energy related technical consulting and expert witness services in support of its mission (the “List of Qualified Consultants”). Respondents to this RFQ who are placed on the List of Qualified Consultants may be referred to in this RFQ as “Qualified Consultants.”

The List of Qualified Consultants provides the Compact with a list from which to solicit specific project related proposals and/or quotations. In order to engage a Qualified Consultant, the Compact will enter into a contract with a Qualified Consultant for performance of a project. In general, individual projects will total less than fifty thousand dollars (\$50,000.00).

C. Eligibility

Entities, organizations or individuals possessing the appropriate resources, staffing capacity, expertise, experience, knowledge and demonstrated ability to provide the services related to the focus areas identified in Section 2 (“Focus Areas”) are eligible to respond.

The Compact is strongly committed to providing opportunities for businesses and individuals who historically have been underrepresented in the energy contracting field. In accordance with applicable laws, the Compact seeks Statements of Qualifications that incorporate participation by minority-owned and women-owned business enterprises. In issuing this RFQ, the Compact reviewed the Massachusetts Supplier Diversity Office list of certified businesses to identify potential Respondents.

SECTION 2. DESCRIPTION OF SERVICES REQUESTED

The Compact is seeking Statements of Qualifications from qualified professionals to provide services in the following Focus Areas:

1. RFP Development and Analysis. Preparation and drafting of technical requirements for RFPs for all-requirements power supply, including, but not limited to, analysis of wholesale market pricing, pricing strategies, supplier/retail fees, and renewable content options; review, analysis and evaluation of RFP responses; and ancillary tasks related to same. For the purposes of this RFQ, all-requirements power supply means service under which a competitive supplier provides all of the electrical energy, capacity, reserves, ancillary services, transmission and distribution losses, congestion management, and such other services or products necessary for firm power supply to consumers at the point of sale, including, without limitation, compliance with all applicable renewable, alternative and clean energy portfolio standard requirements and cognate regulations.

2. Participation in DPU Proceedings. Technical assistance for participation in various types of DPU proceedings, including, but not limited to, utility rate and tariff design, utility cost recovery, utility mergers, green energy programs, long-term renewable contracts, electric grid modernization, and distributed generation.

3. Renewable Energy/REC Purchase Technical Analysis. Technical assistance in the analysis of renewable energy purchase opportunities, including power purchase agreements and/or renewable energy certificate purchase agreements.

SECTION 3. RFQ SCHEDULE AND RELATED MATTERS

A. RFQ Schedule

The Compact is conducting an initial round of solicitations in accordance with the following schedule which is subject to change at the Compact's discretion:

March 1, 2023	Release of RFQ
March 13, 2023	Questions due to the Compact via email to mariel.marchand@capelightcompact.org
March 27, 2023	Questions and Answers Posted to Compact Website
April 14, 2023	Statement of Qualifications Due
April 28, 2023	Notification of Status of Placement on List of Qualified Consultants

This RFQ is issued on an on-going, as needed basis. Interested parties desiring to be placed on the List of Qualified Consultants may submit Statements of Qualifications at any time through December 31, 2023 unless an earlier RFQ termination date is specified on the Compact's website. Respondents submitting Statements of Qualifications after April 14, 2023 will generally be notified as to the status of placement on the List of Qualified Consultants within sixty (60) day of submission.

B. Questions and Clarifications

Questions or clarifications related to this RFQ should be submitted to Mariel Marchand, Power Supply Planner, mariel.marchand@capelightcompact.org.

C. Revisions to RFQ/Addenda

In the event it becomes necessary to revise any part of this RFQ, such information will be posted on the Compact's website at www.capelightcompact.org. Respondents are advised to monitor the Compact website for updates to this RFQ.

SECTION 4. **QUALIFICATIONS**

A. General.

1. Respondents must be organized or registered to do business in Massachusetts, and in good standing with the Secretary of the Commonwealth.
2. Respondents must have all necessary current licenses, registrations and professional certifications required to perform the requested services.
3. Respondents cannot be debarred under M.G.L. c. 149, §44C, or disqualified under M.G.L. c. 7, §38H, as applicable.

B. Focus Area Qualifications.

1. Respondents must have a minimum of five years of experience in its applicable Focus Areas during the past five (5) years in Massachusetts.
2. Respondents submitting Statements of Qualifications for all-requirements power supply RFP development must have experience evaluating competitive electric retail supply proposals and a comprehensive understanding of the process for procurement of basic service by Massachusetts electric distribution companies.
3. Respondents submitting Statements of Qualifications for participation in DPU proceedings must have substantial prior experience participating in public utility proceedings including analyzing filings and providing testimony in both writing and through hearings.

4. Respondents submitting Statements of Qualifications for renewable energy/REC purchase technical analysis must have a demonstrated strong knowledge base in electric market pricing and REC markets.

SECTION 5. **INSURANCE**

Respondents must be able to meet the insurance requirements set forth in Attachment A unless waived by the Compact upon a finding under special circumstances giving rise to minimal liability and risk to the Compact.

SECTION 6. **CONTRACT**

A. Form of Agreement

Respondents providing technical/consulting services will be required to sign the Compact's standard form of professional services agreement. Respondents providing expert witness services will be required to sign a master services agreement with the Compact's counsel. Respondent may not submit its own standard contract form in its Statement of Qualifications.

B. Contract Terms.

In addition to the insurance provisions above, the Compact requires that Qualified Consultants accept the following contract terms and conditions:

Payment Terms. In accordance with municipal finance laws, the Compact cannot hire vendors on a retainer basis and prepayment for services is prohibited. The Compact will only pay for services satisfactorily rendered.

Termination for Convenience. The Compact will have the right to terminate the contract for convenience.

Indemnification. Qualified Consultants will be required to indemnify the Compact. The following types of indemnity-related contract provisions will not be accepted by the Compact: (i) provisions that limit Qualified Consultant's indemnity provisions to third-party claims only; (ii) provisions that require the Compact to indemnify or defend the Qualified Consultant; and (iii) provisions that authorize the Qualified Consultant to have sole control over the defense or settlement of claims against the Compact.

Liability. The Compact's liability will be limited to the contract price. The following types of limitation of liability contract provisions will not be accepted by the Compact: (i) provisions that disclaim or limit the liability of the Qualified Consultant, or the types of claims that may be brought against the Qualified Consultant; (ii) provisions that limit the ability of the Compact to seek any contractual legal or equitable remedies against the Qualified Consultant; (iii) and provisions that cap the Qualified Consultant's liability.

Assignment/Subcontracting. Each Qualified Consultant acknowledges that if selected by the Compact to perform the requested services, it will be based upon the Qualified Consultant's

demonstrated expertise and experience. Qualified Consultants will not be permitted to assign, subcontract or otherwise transfer the contract in whole or in part without the prior written consent of the Compact, which the Compact may, in its sole discretion, approve or deny for any reason.

The above contract terms also apply to master services agreements with Compact counsel.

SECTION 7. NON-PRICE STATEMENT OF QUALIFICATIONS FORMAT AND CONTENTS

A. Cover Letter and Signature

Respondent must submit a cover letter which includes its business name(s), address and telephone number, signed by someone authorized to sign such document.

The cover letter must identify all Focus Areas for which the Respondent seeks to become a Qualified Consultant.

The cover letter must also state that Respondent (i) can meet the insurance requirements set forth in Section 6 and (ii) accepts all of the contract terms and conditions as set forth in this RFQ. If a Respondent seeks a waiver of any insurance requirement, it must specifically identify the waiver sought and include a statement as to the special circumstances giving rise to minimal liability and risk to the Compact).

B. General Background Information

Respondent must provide its full official business name, any other names that it uses to conduct its business, tax identification number, and its main office address.

Respondent must provide a company profile including length of time in business and core competencies.

Respondent must provide the following statements: (i) statement as to whether business or affiliate has commenced, or been forced into, any insolvency proceeding within the last five (5) years; (ii) statement as to whether business or affiliate has been subject to any litigation in the last five (5) years; (iii) statement as to whether business or affiliate has been subject to any investigation by a state or federal agency within the last five (5) years; and (iv) statement as to the number, if any, of consumer complaints filed with a state, federal, or local agency, against the business or affiliate within the last five (5) years. For each event of litigation, investigation or consumer complaint, please provide an explanation.

C. Staffing

Respondent must provide resumes for key staff which must include education, relevant past experiences, qualifications, licenses, current projects being worked on and any other pertinent information that will assist the Compact in evaluating its Statement of Qualifications. The

Statement of Qualifications must include resumes, experience, and qualifications of any proposed subcontractors or consultants that would be utilized by Respondent in the performance of the services. Subcontractors are subject to the Compact's approval.

D. Related Experience

Respondents should submit statements evidencing its qualifications, demonstrated expertise and experience delivering services in the applicable Focus Areas.

E. References

Respondent must provide a list of clients that it has performed Focus Area work for in the past three (3) years and any other relevant references with the names, emails and telephone numbers of contact persons for each client.

F. Supplier Diversity

The Compact encourages supplier diversity among its vendors. Respondents should provide information on their efforts to encourage supplier diversity in its workforce and in the selection of subcontractors when permitted.

Respondents are encouraged to submit business diversity certification information in their Statement of Qualifications. This certification may be from the Commonwealth of Massachusetts, regionally or nationally based organizations and industry sources, including, but not limited to:

1. National Minority Supplier Development Council <http://www.nmsdc.org/nmsdc/>
2. Small Business Administration/Small Disadvantaged Business Programs <http://www.sba.gov/>
3. Women's Business Enterprise National Council <http://wbenc.org/>
4. National Women's Business Owners Corporation <http://www.nwboc.org/>
5. The National Gay and Lesbian Chamber of Commerce <http://www.nglcc.org>
6. US Department of Veteran Affairs <http://www.va.gov/OSDBU/veteran/verification.asp>
7. National Veteran Business Development Council <http://www.nvbdc.org/>
8. Massachusetts Minority Contractors Association <https://www.themmca.org/>

G. Other

Any other information that Respondent considers relevant for the purpose of evaluating its Statement of Qualifications.

SECTION 8. **PRICING STATEMENT**

Each Statement of Qualifications must include a pricing statement ("Pricing Statement"). A pricing schedule for each scope being proposed, with all labor, overhead, travel, other direct

costs associated with the services must be submitted. All general and administrative costs must be included in hourly labor rates and direct expenses. These terms apply to subcontractor costs as well.

The Pricing Statement must provide pricing and rates through calendar year 2026. If Respondent would seek a price increase for any extended term(s), it must state the pricing for such extended term(s) or set forth a formula/price escalation clause to determine such pricing for the extended term(s).

SECTION 9. SUBMISSION PROCEDURES

A. Format

The Statement of Qualifications must be submitted as an electronic file in pdf format. The email submission should be submitted with the reference line: Technical Assistance RFQ.

B. Statement of Qualifications Due Date

The Statement of Qualifications must be submitted by the due date set forth in Section 3.

C. Modification or Withdrawal of Statement of Qualifications

A Respondent may correct, modify or withdraw its original Statement of Qualifications at any time. Respondents who wish to do so must make a request to Mariel Marchand, Power Supply Planner, mariel.marchand@capelightcompact.org.

SECTION 10. EVALUATION PROCESS

All proposals will be evaluated by the Compact's CPO or her designated RFQ evaluation team. The Compact may, at its discretion, request additional information and or presentations by or meetings with any Respondents to clarify or supplement their Statements of Qualifications. The Compact reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ. The Compact reserves the right (in its sole judgment) to determine those Respondents that are qualified to submit Statements of Qualifications. Statements of Qualifications will be evaluated to determine a qualified or not qualified rating. The Compact anticipates that once a Respondent has been qualified for placement on the List of Qualified Consultants, the Compact may seek to contract on as needed basis with the Qualified Consultant through 2026 or such other term as the Compact deems to be in its best interest.

SECTION 11. CONFIDENTIALITY/RETENTION OF RFQ PROPOSALS

Each Statement of Qualifications will be held confidential by the Compact until such time as the evaluation and selection process for placement on the List of Qualified Contractors has been completed.

If any proprietary information is contained in the Statement of Qualifications and Respondent wishes that the Compact treat such information as confidential, it should be clearly identified. The Compact will take commercially reasonable efforts to protect such information. Under Massachusetts law, the Compact cannot assure the confidentiality of any material or information that may be submitted by a Respondent in response to this RFQ. Respondents who choose to submit confidential material or proprietary information do so at their own risk. The Compact is not liable for any action taken or omitted to be taken related to such proprietary information.

All Statements of Qualifications and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, §10 and M.G.L. c. 4, §7, cl. 26 and the Massachusetts Open Meeting Law c. 30A, §§18-25. Any statements in Statements of Qualifications that are inconsistent with these statutes will be disregarded.

Further, as the Compact is a public entity it may become necessary to provide Respondent's contract information to regulatory agencies for review. At Respondent's specific request, and if commercially reasonable, the Compact will request that such information be treated confidentially by the regulatory agencies.

SECTION 12. MISCELLANEOUS

A. Amendment; Cancellation

The Compact reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ. The Compact may cancel this RFQ, in whole or in part, or may reject all Statement of Qualifications, or may procure only some of services described in this RFQ.

B. Statement of Qualifications Costs

All costs involved in preparing the Statement of Qualifications will be borne by Respondent.

C. Reservation of Rights

This RFQ is a solicitation and does not constitute an RFP or an offer to contract. The Compact reserves the right to determine the final work scope and terms of any contract, and whether to enter into any contract. The provisions herein confer no rights, duties or entitlements to any Respondent. The Compact reserves the right to contract for services related to any of the Focus Areas independently, outside the List of Qualified Consultants.

ATTACHMENT A

INSURANCE REQUIREMENTS

Until completion of the contracted for services:

A. Workers' Compensation and Employers' Liability Insurance covering each and every worker employed in, about or upon the services, as provided for in each and every statute applicable to the Workers' Compensation and Employers' Liability Insurance.

B. Commercial General Liability Insurance, written on an occurrence form including coverages for Bodily Injury, Broad Form Property Damage, Personal Injury, Products/Completed Operations, Liability arising out of Subcontractors, Contractual Liability (to specifically include coverage for indemnification), and so-called Explosion, Collapse and Underground Hazards, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate; \$1,000,000 aggregate for products and completed operations.

C. Automobile Liability Insurance covering all owned, non-owned and/or hired motor vehicles to be used in connection with the services with a minimum combined single limit of \$1,000,000 bodily injury and property damage, including Form MCS-90 and Broadened Pollution Coverage via ISO form CA9948 or its equivalent.

D. Umbrella Liability Insurance covering over underlying Commercial General Liability, Automobile Liability and Employers' Liability Insurance with a minimum limit of \$5,000,000.

E. Professional Liability Insurance covering Qualified Consultant's errors and omissions relating to the services if the services involve rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. Such insurance shall be provided at a limit of at least \$1,000,000. Such insurance may be maintained on a "claims made" basis but in such case it shall always be subject to a retroactive date that is effective prior to the effective date of the contract.

F. Network Security and Privacy Liability (a/k/a Cyber Liability) Insurance including coverage for liability arising from loss or disclosure of business data; system or privacy breach; denial or loss of service; introduction, implantation or spread of malicious software code; and unauthorized access to or use of computer systems or business data; infringement of privacy or intellectual property rights; breach mitigation and regulatory coverage; internet advertising and content offenses; defamation; and errors or omissions in software and/or systems development, implementation and maintenance with minimum coverage limits of \$10,000,000 per each occurrence/claim. If coverages are provided on a claims-made basis, any applicable coverage retroactive date must be the effective date of this contract.

After the services are complete:

A. Products and Completed Operations for limits of \$1,000,000/occurrence; and

\$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for three years.

A. Professional Liability Insurance if the services involve rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. with a limit of at least \$1,000,000 for three (3) years.

The Compact reserves the right to refuse any exception to the standard limits and coverages if it is determined that the exception is not in the best interest of the Compact. Qualified Consultant's insurance companies are to be licensed as "admitted" carriers in Massachusetts with minimum acceptable A.M. Best ratings of "A" and size Class VIII, or as otherwise acceptable to the Compact, in its discretion. The Compact reserves the right of final approval of Qualified Consultant's insurance companies.

A Qualified Consultant must agree to waive any rights of subrogation against the Compact, the Compact's customers, members, and their respective employees, subcontractors, engineers, workers and agents. A Qualified Consultant shall name the Compact and its officials and employees as additional insureds on its commercial general liability insurance, automobile liability insurance and umbrella liability insurance policies.