

**CAPE LIGHT COMPACT JPE**  
**REQUEST FOR PROPOSALS**  
**FOR ENERGY RELATED SERVICES**

**I. 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 is operating an Energy Efficiency Plan which is periodically updated and approved by the Massachusetts Department of Public Utilities.

Through this Request for Proposals (“RFP”), the Compact seeks energy related services related to implementation of its energy efficiency programs.

**B. Project Overview/Scope of Work**

The Compact’s Chief Procurement Officer hereby requests the submittal of proposals from qualified professionals to provide services for energy efficiency data and reporting system related to all of the Compact’s energy efficiency programs (the “Project”).

See Attachment A to this RFP for more details on the Project and Scope of Work requested.

The Compact is strongly committed to ensuring that the Project provides opportunities for businesses and individuals who historically have been underrepresented in the energy efficiency contracting field. In accordance with applicable laws, the Compact seeks proposals that incorporate participation by minority-owned and women-owned business enterprises (“M/WBEs”) in as many aspects of the Project as possible. In issuing this RFP, the Compact reviewed the Massachusetts Supplier Diversity Office (“SDO”) list of certified businesses to identify potential Proposers.

## **II. RFP SCHEDULE AND RELATED MATTERS**

### **A. RFP Schedule**

The following is a tentative schedule noting target dates for phases and tasks to be completed:

August 12, 2022	Publication of RFP advertisement
August 12, 2022	RFP issued
August 29, 2022	Informational conference call
August 29, 2022	Written inquiries due
August 31, 2022	Responses to inquiries posted
August 31, 2022	Deadline for respondent submission of signed confidentiality agreements
September 14, 2022	Proposals due
September 27, 2022	Oral Presentations (if selected)
October 31, 2022	Vendor selected
November 23, 2022	Contract execution deadline
November 30, 2022	Kick-off meeting
December 1, 2022	Project implementation

### **B. Questions and Clarifications**

Questions or clarifications related to this RFP must be submitted to the Chief Procurement Officer in writing prior to the deadline stated above in order to afford the Compact adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary or useful, a written addendum will be incorporated into this RFP. Parties who have received a copy of this RFP will be notified of issuance of an addendum.

### **C. Contract Award**

All Proposers will be notified of the contract award decision within sixty (60) days of the date Proposals are due to the Compact unless otherwise notified by the Compact.

If a contract is not executed by the chosen Proposer by November 23, 2022, the Compact reserves the right to negotiate with alternative Proposer(s).

## **III. GENERAL QUALIFICATIONS**

The following general qualifications apply to all vendors engaged by the Compact and Proposers who cannot meet these requirements should not submit Proposals:

A. The Proposer must be organized or registered to do business in Massachusetts, and in good standing with the Secretary of the Commonwealth.

B. The Proposer must be an individual or established business, corporation, partnership, sole proprietorship, limited liability company, joint venture, firm, agency, or other entity engaged in the regular practice of providing such services as the principal business for which the entity was organized.

C. The Proposer must have all necessary current licenses and registrations required to perform the requested services.

D. The Proposer cannot be debarred under M.G.L. c. 149, §44C, or disqualified under M.G.L. c. 7, §38H, as applicable.

E. The Proposer must be able to demonstrate that it is financially solvent.

F. The Proposer must be able to demonstrate proof that all the Compact's data will be hosted within a certified data center and will provide SOC 1 Type 2 Report, SOC 2 Type 2 Report and any applicable bridge letters, including complementary user entity control considerations.

#### **IV. SPECIFIC QUALIFICATIONS**

The Compact has identified the following specific qualifications that are unique to the Project. Proposers who cannot meet these requirements should not submit Proposals:

- Proposer must have a minimum of two (2) similar projects or equivalent experience during the past five (5) years in Massachusetts.
- Proposer must demonstrate an understanding of data needs of energy efficiency organizations and be able to provide a full range of services to address the data system needs of the Cape Light Compact.
- Proposer has a secure means to capture all the data and ensure protection of customer privacy.
- Proposer must be able to "house" all of the data and files from 2001 to present and will assist with the Compact's historical data load.
- Proposer must be able to provide a responsive system that is available 24/7, have back-up according to industry standards, and provide post-implementation Customer Support during the Compact's business hours, including a toll-free number and on-line Help Desk services.
- Proposer has a "cloud-based" solution that can be utilized by authorized users including staff, consultants, and vendors that can be accessed remotely.

- Proposer must provide a “cloud-based”, Secured FTP (SFTP) site, that can be utilized by authorized users including staff, consultants, and vendors.
- Proposer must implement and maintain an internal Unit Test (UT) environment for use by the Proposer’s design / development team to test program configuration, customizations, and new features.
- Proposer must provide a User Acceptance Test (UAT) environment, separate from the UT and Production environments, to support Compact testing of releases prior to implementation, including UAT data refresh using Production data, as needed.
- Proposer must provide on-going System Maintenance to resolve bugs or add functionality beyond the Scope of Work.

## **V. CONTRACT**

The Compact’s standard form of agreement is set forth as Attachment B to the RFP (the “Contract”). The Compact reserves the right during Contract negotiations to expand, modify, supplement and/or add to the form of agreement.

The Contract has an initial term of three years. The Compact reserves the right to extend the Agreement for an additional period or periods of time representing increments of no more than one (1) year and a total extended term of no more than three (3) years.

The following Contract terms are considered to be material and are generally non-negotiable:

- 1.2 Termination
- 1.3 Termination or Suspension Due to Changes in Funding
- 2.5 Conflicts of Interest
- 2.7 Safety
- 3.1 Prevailing Wage (applicable sentences)
- 3.6 Bonds (to be determined by Compact staff)
- 7 Indemnification
- 8 Choice of Law and Dispute Resolution
- 11.7 Solicitation

If a Proposer believes that a mandatory Contract term will affect its liability risk, it should adjust its contract price accordingly.

Non-mandatory Contract terms may be modified and expanded through negotiations. Proposer must identify the specific language in the Compact’s form of agreement that it would like to modify and submit with its Proposal all requested edits to the form of agreement.

Proposers may not submit its own standard contract form as a response to this RFP.

## **VI. PROPOSAL FORMAT AND CONTENTS**

### **A. Cover Letter**

Proposer must submit a cover letter which includes its business name(s), address and telephone number, signed in ink by someone authorized to sign such documents. Proposer must acknowledge any addenda, if any. All responses must include a statement that the Proposal is in accordance with this RFP and that Proposer has read and understands all sections and provisions herein.

### **B. General Background Information**

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

Proposer 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.

### **C. Staffing Requirements**

1. Proposer should identify the Project managers, and all individuals to be assigned to the Project. Describe what each individual's role will be, their duties and responsibilities.
2. Proposer must provide resumes for specific key staff to be assigned to the Project that include education, relevant past experiences, qualifications, licenses, current projects being worked on and any other pertinent information that will assist the Compact in making the selection.
3. Proposer must briefly describe its organizational capacity to provide the services to be rendered in connection with the Project. More specifically, it should briefly describe the percentage of staff that would work on these services relative to its entire staff (using full time equivalents). For example, if Proposer would use one full time staffer on the Project and

Proposer has a staff of ten (10), the percentage would be ten percent (10%).

4. The Proposal must include resumes, experience, and qualifications of any proposed subcontractors or consultants that would be utilized by Proposer in the performance of the Contract.
5. Proposer must provide a schematic diagram showing organizational overview including identification of key staff and any supporting vendors or sub-contractors, if applicable.

D. Proposed Scope of Work and Related Experience

1. Scope of Work.

Proposer should provide a general explanation of its proposed plan/approach to each of the services requested by the Compact in this RFP related to the Project.

A draft Scope of Work is attached to this RFP as Attachment A. Proposer must submit its proposed edits to the Scope of Work. This should be submitted in redline format. Proposers may include enhancements, improvements and additions to the Scope of Work. This proposed Scope of Work will be used as the basis for negotiating the final scope for inclusion in Exhibit A of the Contract, Attachment B to this RFP.

Questions on the draft Scope of Work shall be submitted in accordance with Article II(B) above.

2. Related Experience.

Proposers should submit statements regarding the following to evidence its experience delivering services to those similar in the Scope of Work:

- a. Other similar contracts for energy efficiency data systems and reporting
- b. Innovative technology solutions that could better deliver energy efficiency programs, data intake, reporting or similar work.

E. Pricing

Proposals must include a pricing schedule for each service being proposed, with all labor, overhead, travel, other direct costs associated with the services. All general and administrative costs must be included in hourly labor rates and direct expenses. These terms apply to subcontractor costs as well. Proposals should also state if the same hourly rates would apply

for out-of-scope work relating to the requested services which may be contracted for during the original Contract term.

Proposals must state if the pricing schedule would remain in effect should the Compact elect to extend the Contract. If Proposer 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).

Proposer must submit a budget proposal, including, but not limited to, all labor, materials, and other direct costs for all the services and deliverables to be provided under this RFP.

F. References

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

G. Redlined Contract or Contract Acceptance Letter

Proposer must provide a redlined Microsoft Word version of any requested changes to the form of Contract set forth in Attachment B. It may not request changes to the non-negotiable provisions listed in Article V. If Proposer is not requesting any changes to the form of Contract, it should submit a letter to the Compact with its Proposal stating that it accepts all of the terms and conditions of the Contract as set forth in this RFP.

H. Supplier Diversity

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

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

National Minority Supplier Development Council ("NMSDC")  
<http://www.nmsdc.org/nmsdc/>

Small Business Administration 8(a) or Small Disadvantaged Business ("SDB") Programs ("SBA") <http://www.sba.gov/>

Women's Business Enterprise National Council ("WBENC")  
<http://wbenc.org/>

National Women's Business Owners Corporation ("NWBOC")  
<http://www.nwboc.org/>

The National Gay and Lesbian Chamber of Commerce (“NGLCC”)  
<http://www.nglcc.org/>

US Department of Veteran Affairs (“VA”)  
<http://www.va.gov/OSDBU/veteran/verification.asp>

National Veteran Business Development Council (“NVBDC”)  
<http://www.nvbdc.org/>

Massachusetts Minority Contractors Association (“MMCA”)  
<https://www.themmca.org/>

I. Ancillary Documents

Proposer must have signed the Certificate of Non-Collusion (see Attachment C) and all other required Proposal forms (including the Proposal Checklist set forth in Attachment D), and have included them in the Proposal submittal. Proposer will need to submit a signed Confidentiality Agreement (Attachment D) before receiving Appendix A to this RFP, which contains confidential and proprietary information. The deadline for submission of signed Confidentiality Agreements is August 31, 2022.

J. Other

Any other information that Proposer considers relevant for the purpose of evaluating its qualifications for the Project.

K. Signature Requirements

The Proposal must be signed by an officer or authorized representative who has authority to bind the Proposer to a firm price.

**VII. SUBMISSION PROCEDURES**

A. Number of Copies and Format

Proposer must submit one (1) electronic, one (1) original and three (3) copies of the proposal. Proposals must be typewritten on 8 ½” x 11” paper and each page must be numbered.

B. Proposal Due Date and Labeling

The Proposal must be signed and delivered to the Compact within the time set forth in Article II of this RFP. Proposals must be enclosed in sealed envelopes and marked as follows:

RFP Title:	Cape Light Compact Energy Efficiency Data and Reporting System
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Proposer's Name: [insert]  
Delivered to: Cape Light Compact JPE  
261 Whites Path, #4  
South Yarmouth, MA 02664  
Attention: Margaret Downey  
[mdowney@capelightcompact.org](mailto:mdowney@capelightcompact.org)  
Cape Light Compact JPE Chief Procurement Officer

C. Modification or Withdrawal of Proposals

A Proposer may correct, modify or withdraw its original Proposal on or before the date and time set forth in Article II. Corrections or modifications must be in sealed envelopes, clearly marked to indicate the contents, with the name and address of Proposer. Any late correction or modification to the Proposal will not be accepted. Proposers who wish to withdraw a Proposal must make a request in writing.

D. Late Proposals

Any Proposal received after the due date and time stated in Article II will be deemed non-responsive and will not be opened. Unopened Proposals will be returned to Proposer.

E. Offer to Provide Services

Proposer understands and agrees that its Proposal to the Compact to provide services will remain valid through at least January 1, 2023.

**VIII. SELECTION PROCESS**

The final selection of the winning Proposer will be based on the following set of minimum evaluation criteria:

1. Responsiveness to the Project goals and desired outcomes as set forth in this RFP.
2. Satisfaction of all qualifications set forth in Articles III and IV.
3. Proposed plan/approach to manage and perform the requested services.
4. Team qualifications and experience.
5. Quality of references.
6. Proposed edits to the form of Contract.
7. Proposed edits and enhancements to the Scope of Work.
8. Supplier diversity status<sup>1</sup>.

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<sup>1</sup> Proposers who are currently certified by the SDO will be evaluated as highly advantageous. Proposers who provide documentation of a diverse workforce (for example, Equal Opportunity Employer Information Report or equivalent) will be evaluated as advantageous. Proposers who have a published policy to support diversity, but have no documentation of a diverse workforce will be evaluated as not advantageous. Proposers who do not have any

9. Submission of all required documentation and certifications detailed in Article VI (Proposal Format and Contents).
10. A minimum of 5 years related experience in the energy efficiency data system field.
11. Understanding of energy efficiency data systems needs in Massachusetts.

The Chief Procurement Officer will review all Proposals to make sure minimum requirements are met. Proposals that meet all of the minimum requirements set forth in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and completed forms) and those that are responsible (those with the capability, integrity, and reliability to perform under the Contract) will be further reviewed by the Chief Procurement Officer.

The Chief Procurement Officer will make a preliminary determination of the most advantageous proposal from a responsible and responsive Proposer taking into consideration price and the evaluation criteria set forth above. Proposals will be evaluated on each criteria set forth above; each criterion will be assigned a rating of “highly advantageous,” “advantageous,” “not advantageous” or “unacceptable.” The Chief Procurement Officer may negotiate all terms of the Contract not deemed mandatory or non-negotiable with such Proposer. If after negotiation with such Proposer the Chief Procurement Officer determines that it is in the best interest of the Compact, the Chief Procurement Officer may determine the proposal which is the next most advantageous proposal from a responsible and responsive Proposer taking into consideration price and the evaluation criteria set forth above, and may negotiate all terms of the Contract with such Proposer. The Chief Procurement Officer will award the Contract to the Proposer who submitted the most advantageous proposal taking into consideration price, the evaluation criteria set forth above, and the terms of the negotiated Contract.

Proposals which are incomplete, conditional or obscure, will be rejected. No award will be made to any Proposer who cannot satisfy the Compact that it has sufficient ability and resources to enable it to meet the requirements of this RFP. The Compact’s decision or judgment on these matters shall be final, conclusive and binding.

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diversity initiatives or policies will be evaluated as unacceptable. Supplier diversity status is one component of this procurement, and it is not a determinative factor.

## **IX. CONFIDENTIALITY/RETENTION OF RFP SUBMITTALS**

Each Proposal will be held confidential by the Compact until such time as the evaluation and selection process has been completed.

If any proprietary information is contained in the Proposal and Proposer 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 Proposer in response to this RFP.

Proposers 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.

In general, Proposals are public documents available for inspection by interested parties after the completion of this procurement. Upon completion of the evaluation and the award of the Contract, all Proposals and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. c. 66, §10, and to M.G.L. c. 4, §7, cl. 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

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

Confidential treatment of the Compact's confidential and proprietary information to be furnished in connection with this RFP is set forth in Attachment E

## **X. MISCELLANEOUS**

### **A. Supplementary Information**

The Compact may request that supplementary information be furnished to assure the Compact that a Proposer has the technical competence, and the business and financial resources adequate to successfully perform the requested services.

### **B. Proposal Costs**

All costs involved in preparing the Proposal will be borne by Proposer. Proposer must be familiar with all state, local and other laws relating to these services and must obtain all permits required and must pay all expenses for same.

C. Cancellation

The Compact may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Compact, or if it is otherwise in the best interest of the Compact.

## **ATTACHMENTS**

ATTACHMENT A	Scope of Work
ATTACHMENT B	Form of Contract
ATTACHMENT C	Certification of Non-Collusion
ATTACHMENT D	Form of Confidentiality Agreement
ATTACHMENT E	Proposal Checklist

## **APPENDIX A**

## ATTACHMENT A

### SCOPE OF WORK

#### 1. Program Description

##### 1.1 Overview

The Cape Light Compact JPE (the “Compact”) is requesting proposals from qualified firms for the design, development, implementation, and maintenance of an Energy Efficiency Program Management, Tracking, and Reporting System. Experience working with regulatory reporting (specifically in Massachusetts) is highly desirable as the database serves as the primary repository of data for various reporting functions of the Compact.

The term would commence in the first quarter of 2023 and continue through the end of 2025, at which time the contract may be renewed for an additional one-year term. If a transition is necessary, the Compact will have its current database provider in place through 2023, and it is expected that the successful bidder will have the system functional by no later than December 1, 2023. The Compact reserves the right to extend the Agreement for an additional period or periods of time representing increments of no more than one (1) year and a total extended term of no more than three (3) years.

The Compact’s roughly 205,000 electric customers each have an electric account that will serve as the primary source of tracking for the Compact’s regulatory and internal tracking and reporting for its energy efficiency programs. The system will be required to include the historical participation information as well as track data from January 1, 2001, onward for management and reporting purposes. Data files from the current system will be made available to the successful bidder, and the Compact will be integral in the specifications and user testing.

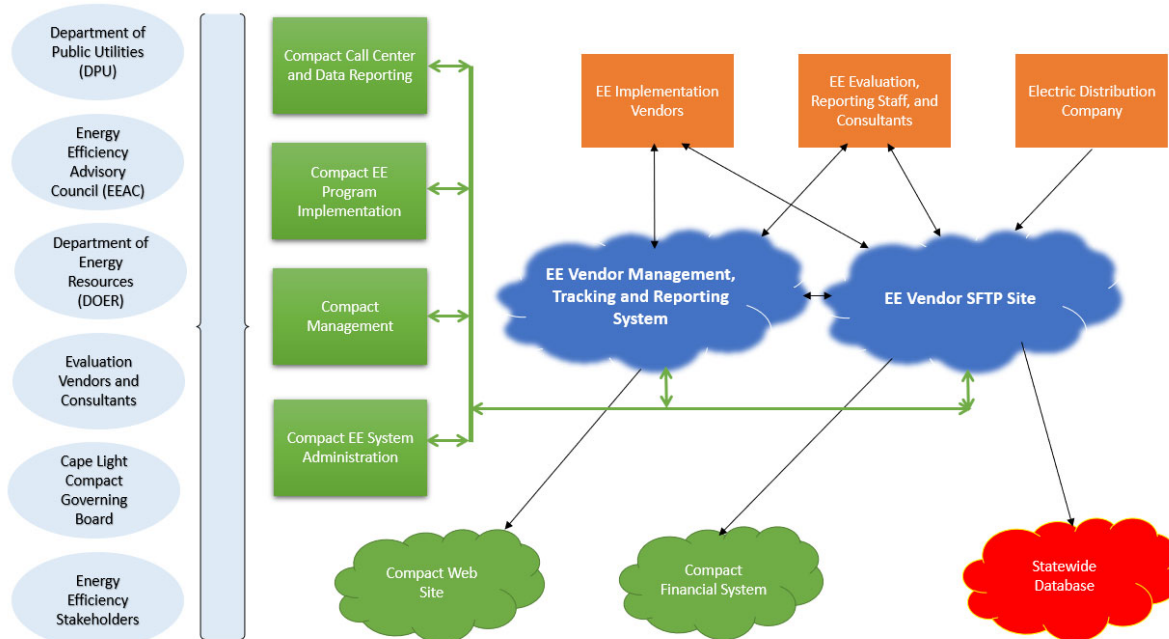
The energy efficiency programs are approved by the Department of Public Utilities, and the current approved plan (2022-2024) is available at <https://www.capelightcompact.org/reports> under ***Other Reports and Documents - Three Year Energy Efficiency Plans***.

The Compact is required to develop three-year plans with the next three-year planning period beginning in 2025. As the Compact compiles these multi-year plans based on annual budget inputs, budgets for each year (i.e., 2022, 2023, etc.) are required. Also, as timely delivery of certain services is essential to the success of this project, it is critical for the Compact and the vendor to agree on the services that will be provided in each year.

While the primary focus of the management, tracking and reporting system is to support the energy efficiency programs, it also is used to help provide data for the Compact’s power supply program.

## 1.2 System Requirements

Cape Light Compact staff and consultants have varying roles within the management, tracking, and reporting system. Many of the system requirements result directly from the primary responsibilities of each group of users.



The information below describes the various roles:

Staff	Primary Responsibilities	System Requirements
<b>Call Center and data reporting staff</b>	<ul style="list-style-type: none"> <li>• Screen customers, rate codes and electric usage for program eligibility</li> <li>• Respond to incoming calls, which range from questions on status, availability of offerings, intake for home and business assessments, and assignment to applicable program vendors</li> <li>• Create program customer leads for additional research by the assigned vendor and notify the vendor via email</li> <li>• Record customer notes and interactions</li> <li>• Perform the final quality assurance review of vendor invoice data and assign the invoice reporting period</li> </ul>	<ul style="list-style-type: none"> <li>• Provide a secure, cloud-based file drop location for the electric distribution company to support monthly customer account transfers</li> <li>• Import new and update existing customer accounts, premise and mailing addresses, telephone numbers, energy provider, rate codes, meter number and usage readings, and tag existing accounts not included in the transfer as “Inactive”</li> <li>• Ability to quickly find customer accounts using multiple criteria (account number, premise ID, name, address, telephone number, meter number), review customer eligibility and past participation, and perform intake tasks that are transferred to the applicable vendor</li> <li>• Quickly and efficiently record customer notes and interactions, including all tracking fields defined by the DPU and DOER</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide aggregated data for regulatory and internal purposes</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to accept customer initiated, on-line audit requests and alert Call Center staff to pending request review and assignment</li> <li>• Ability to automatically generate customer confirmation emails to acknowledge received on-line and in-house audit requests</li> <li>• Ability to automatically generate supplemental information emails to customers, with attached forms, based upon the answers to on-line and in-house intake questions</li> <li>• Ability to create leads and automatically generate lead emails to the assigned vendor for follow-up research</li> <li>• Ability to notify Compact staff, via email, to returned customer leads for program reassignment</li> <li>• Ability to quickly reassign a lead or assessment from one program to another</li> <li>• Ability to quickly reassign the vendor</li> <li>• Ability to either manually enter or receive data files to import required data such as notes, status updates, savings and costs and review data</li> <li>• Ability to notify, via email, final invoice reviewers to outstanding tasks</li> <li>• Ability to display and examine a list of final invoice review and other outstanding tasks</li> <li>• Ability to export data according to needs dictated by regulatory and internal management</li> </ul>
<b>Energy efficiency program implementation staff</b>	<ul style="list-style-type: none"> <li>• Respond to incoming calls</li> <li>• Record customer notes and interactions</li> <li>• Document and attach supplemental information to customer and property records</li> <li>• Perform initial quality assurance review of vendor invoice data and accept or reject invoices</li> <li>• Perform program and vendor management and reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to view customer eligibility, electric usage, and past participation</li> <li>• Ability to access, import and export data from the system</li> <li>• Ability to upload and retrieve supplemental customer account and property detail, including Demographics, SIC and Building Type designations, and Environmental Justice Tracking fields</li> <li>• Ability to attach and retrieve customer and property record documentation, including Background Information, Points of Contact and Email Correspondence</li> </ul>



	<ul style="list-style-type: none"> <li>• Advise customers to pre-approval of recommended energy saving measures</li> <li>• Congratulate customers for installed energy saving measures and provide an incentive payment</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to track multiple program vendors and detailed information, including Vendor Name, DBA, Vendor Number, Office, Mailing and Billing Addresses, Tax Details, Diversity Qualifications, Technologies/Expertise, Insurance Information, Licenses, Certifications, Contacts, Employees and Program Eligibility</li> <li>• Ability to attach documents, such as Insurance Information, Licenses and Certifications, to the vendor record</li> <li>• Ability to notify the program manager, via email, when Insurance Policies, Licenses or Certifications are about to expire</li> <li>• Ability to notify program managers, via email, to initial invoice review and outstanding tasks</li> <li>• Ability for each program manager to display and examine a list of initial invoice review and other outstanding tasks</li> <li>• Ability to reopen a completed, invoiced assessment and change the line item to a different measure code with the same costs and incentives (savings can recalculate)</li> <li>• Ability to generate standardized management and Key Performance Indicator (KPI) reports with data export capability</li> <li>• Ability to generate an export of all or user-selected data fields associated with customer activity and energy savings measures installation detail</li> <li>• Ability to generate customer letters and emails incorporating information system data, including customer name, contact name, address, recommended and/or installed energy saving measures, quantities, costs, incentives, and savings</li> </ul>
<b>Energy efficiency implementation vendors</b>	<ul style="list-style-type: none"> <li>• Receive requests for assessments (if applicable) and perform energy efficiency services or provide energy efficiency products</li> <li>• Validate customer accounts and eligibility for energy efficiency services or products</li> <li>• Contact customers to schedule energy efficiency services and provide a daily file of notes and status updates</li> </ul>	<ul style="list-style-type: none"> <li>• Host a cloud-based, secured data sharing site with controlled access by the Compact and select vendors</li> <li>• Ability to limit vendor access to programs and work assigned to them (vendors cannot view or report on work assigned to or completed by other vendors)</li> <li>• Ability to automatically generate and transfer to the data sharing site a monthly update of active customer accounts and usage per account / meter and notify select vendors that the data is available</li> </ul>

	<ul style="list-style-type: none"> <li>• Based upon follow-up research, convert customer leads to assessments (if applicable) or return leads to the Compact for reassignment to another energy efficiency program</li> <li>• Provide detail on services or products installed with measures, costs, incentives, and savings (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to generate and transfer to the data sharing site a daily batch file of vendor-specific new assessment requests for vendor retrieval and processing</li> <li>• Ability to receive from the data sharing site and process a daily batch file of vendor notes and status updates</li> <li>• Ability to replace daily batch file updates with an interactive, real-time API for select, technologically advanced vendors</li> <li>• Ability to import completion and installation data into the system to support vendor invoice generation, including validations for program, customer account, measures, costs, incentives, and savings</li> <li>• Ability to generate and post invoices with program-wide category costs (i.e., Marketing Initiative, Administrative Fees, etc.), with or without customer-based activity</li> <li>• Ability to support both system-calculated and vendor-calculated energy savings for multiple fuel types, including, at a minimum, kWh, kW, Summer Demand, Winter Demand, Natural Gas, Oil, Propane, Gasoline, Kerosene and Wood)</li> <li>• Ability to attach supporting and back-up documentation to customers, properties, leads, jobs, and invoices which can only be removed by authorized Compact staff</li> </ul>
<b>Energy efficiency evaluation and reporting staff and consultants</b>	<ul style="list-style-type: none"> <li>• Work with third-party contractors to evaluate the impact of the programs</li> <li>• Report on performance of the programs on a monthly, quarterly, annually, and three-year term according to regulations</li> <li>• Perform database QC to identify questionable or missing data elements</li> </ul>	<ul style="list-style-type: none"> <li>• Host a cloud-based, secured data sharing site with controlled access by the Compact and select consultants</li> <li>• Ease of creating custom reports</li> <li>• Ability to provide a database schema, on demand, to assist with custom report writing</li> <li>• Ability to generate an export of all or user-selected data fields associated with completed customer activity and energy savings measures installation detail to satisfy the data requests for evaluations</li> <li>• Export data from the system in a manner that can fit into a reporting template, for example the Measure Inputs tab of the BC Model</li> <li>• Ease of adding new tracking fields</li> <li>• Ability to provide report results quickly for large volumes of data, such as a year or more</li> </ul>

		<ul style="list-style-type: none"> <li>• Ability to easily correct installation detail, for example all measure X should be measure Y</li> <li>• Support internal data QC, such as minimum / maximum values, and identification of questionable entries</li> <li>• Ability to report energy savings using Gross Savings and Net Savings calculations</li> <li>• Ability to generate Forward Capacity Market (FCM) reports for review (Draft) and upload (Final) to ISO</li> <li>• Support different units of measure with decimal values, such as each, tons, and hours</li> <li>• Support multiple program alias names, such as Program Name, Statewide Core Initiative, CLC Core Initiative, others</li> <li>• Ability to identify customer participation within Master Metered buildings and tie back participation to a specific job and measure</li> </ul>
<b>Management staff</b>	<ul style="list-style-type: none"> <li>• Ensure that programs are on-target for expenditures and savings goal</li> <li>• Review high-level trends for customer usage and participation</li> </ul>	<ul style="list-style-type: none"> <li>• Provide program dashboards which graphically present progress against spending category budgets and energy savings goals for all, or user-selectable, vendors</li> <li>• Reports on activity for vendors and programs in terms of expenditures and savings</li> <li>• Reports on customer usage and participation</li> </ul>
<b>System Administration</b>	<ul style="list-style-type: none"> <li>• Allow Compact staff to configure key aspects of the information system, including but not limited to: <ul style="list-style-type: none"> <li><b>Reference Data Look-up Tables</b>, standard data element codes, terms and definitions used consistently throughout the database, such as Building Types, Cost Categories, Marketing Sources, Utility Revenue and Rate Codes, Occupancy Types, Town Names, Units of Measure, Savings Unit Types, Measure End Use, Technology Types and Status Types</li> <li><b>Custom User-Defined Reference Tables</b>, used in formular look-ups and data validation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Ability to delete one or more specific, non-invoiced assessments, or an invoice with all subordinate assessments</li> <li>• Ability to reopen a non-invoiced assessment and quickly reassign from one program to another</li> <li>• Ability to reopen a non-invoiced assessment and delete one, or more, line items</li> <li>• Ability to reopen a completed, invoiced assessment and change the line item to a different measure code with the same costs and incentives (savings can recalculate)</li> <li>• Ability to support an energy efficiency Savings Schedule, including both system-calculated and vendor-calculated energy savings for multiple fuel types, including, at a minimum, kWh, kW, Summer Demand, Winter Demand, Natural Gas, Oil, Propane, Gasoline, Kerosene and Wood</li> </ul>

	<p><b>Programs</b>, including program overview, names and multiple aliases, report categorization, data upload and invoice options, participant eligibility, program workflow, status/date tracking fields, customer, applicant and payee information, demographic and Environmental Justice tracking fields, on-line application configuration, and correspondence templates (email and letters) incorporating select customer data fields</p> <p><b>Vendors</b>, including Name, DBA, Vendor Number, Office, Mailing and Billing Addresses, Tax Details, Diversity Qualifications, Technologies/Expertise, Insurance Information, Licenses, Certifications, Contacts, Employees and Program Eligibility</p> <p><b>Measures</b>, including Name, Code, Unit of Measure, Classification, End Use, Technology Type, Subordinate Parts, and multiple user-defined measure properties to calculate energy savings and evaluation tracking requirements</p> <p><b>Program Years</b>, including Program Name, Program ID, Start/End Dates, Program Manager, Monthly Participation and Savings Goals, Annual Budgets, Cost Categories and Amounts, Vendor Contracts with Budget Allocations and Goals, Measures with Useful Life</p> <p><b>Pricing Schedules</b>, including Program Name, Start/End Dates, Program Measures, Incentive and Measure Cost calculations, and Budget Allocations</p> <p><b>Savings Schedules</b>, multiple revisions within a program year for all measures with Start/End Dates, Calculation Method (for example, None, Manual Entry, Calculated or Technical Resource Manual (TRM) table look-up), and user-defined formulars with variables within posted measure properties (for example, quantities, existing /</p>	<ul style="list-style-type: none"> <li>• Ability to easily expand the Savings Schedule to include new fuel types</li> <li>• Ability to code and maintain savings calculations incorporating external variables and tables</li> <li>• Ability to create new programs with associated workflow, reporting categories, tracking fields, correspondence templates, measures, budgets, goals, and vendors</li> <li>• Ability to create new vendors, assign employees, post budgets and goals, and assign to programs</li> </ul>
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	<p>replacement equipment parameters, and hours of operation)</p> <p><b>Group Access Privileges</b>, create and maintain User Groups for Staff, Supervisors, Administrators, Invoice Approval - Level 1, Invoice Approval - Level 2, Reporting, and specific vendors including Group Name, Programs, Specific Group Roles, and Members</p> <p><b>User Access</b>, create, maintain, lock and unlock User Accounts governing system access, including Username, Password, Vendor Name, Employee Name, Email Address, Contact Telephone Numbers, Group Access Membership, Email Subscriptions and Notifications</p> <p><b>Security Settings</b>, including password and lockout parameters, user activity and inactivation parameters, multi-factor authentication (MFA) options, single sign-on options</p>	
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Since July 2001, the Cape Light Compact has been providing highly cost-effective energy efficiency programs to residents and businesses on Cape Cod and Martha's Vineyard. The proposed Management, Tracking and Reporting System includes the seamless transition of existing energy efficiency program activity from 2001 through 2022, which consists of over 30,000 energy assessments, measure installations, quantities, costs, applicable incentives, and energy savings for residential, business and government customers. The proposed database reporting system will be the Compact's sole repository for all customer and program participation data, and its sole source for tracking and reporting results out. Therefore, the system must be able to house and report out on any and all data associated with the following functions: call center activity and other customer interactions; customer enrollment in energy programs; tracking of customer electrical usage; recording of program participation details such as measures, costs and savings; vendor activity and billing; and sales and application pipeline activity tracking; and other analytics in the assistance of marketing, evaluation, and planning activity.

The current reports include monthly and quarterly reports to the Energy Efficiency Advisory Council (EEAC), three-year plans, annual reports, and three-year term reports to the

Department of Public Utilities (DPU), quarterly reports, and monthly reports on town and county activities to the Cape Light Compact Governing Board.

The DPU has issued an order on statewide database requirements (DPU 14-141) that has implications for more granular information that must be exported to a public database with pre-set aggregation rules.

The Cape Light Compact Governing Board has a representative from each town and county in Cape Cod and Martha's Vineyard. As such, they have an interest in understanding the participation for each of their town or county members in the energy efficiency programs. As such, customer enrollment, participation and installation activity within each energy efficiency program are also tracked by Town and County, which facilitates the reporting of activity against budget by Program, by County and by Town.

The towns and counties are organized as follows:

<b>Town</b>	<b>County</b>
Aquinnah	Dukes County
Barnstable	Barnstable County
Bourne	Barnstable County
Brewster	Barnstable County
Chatham	Barnstable County
Chilmark	Dukes County
Dennis	Barnstable County
Eastham	Barnstable County
Edgartown	Dukes County
Falmouth	Barnstable County
Harwich	Barnstable County
Mashpee	Barnstable County
Oak Bluffs	Dukes County
Orleans	Barnstable County
Provincetown	Barnstable County
Sandwich	Barnstable County
Tisbury	Dukes County
Truro	Barnstable County
Wellfleet	Barnstable County
West Tisbury	Dukes County
Yarmouth	Barnstable County

Additionally, several towns are made up of multiple villages, and in some instances, it is the village rather than the town name that comes through in customer data from Eversource on the service address. The Compact database set up should include mapping from multiple villages to a single town where applicable, to enable effective search capability.

Current energy efficiency sectors, programs and initiatives include:

Sector	Program Roll-Up for Reporting	Initiative
Residential Sector	A1a - Residential New Homes & Renovations	A1a - Residential New Homes & Renovations - High Rise
		A1a - Residential New Homes & Renovations - Low Rise
		A1a - Residential New Homes & Renovations - R&A
		A1a - Residential New Homes & Renovations - Passive House
		A1a - Residential New Homes & Renovations - All Electric
	A2a - Residential Coordinated Delivery	A2a - Residential Coordinated Delivery - Attached Low Rise
		A2a - Residential Coordinated Delivery - Attached Low Rise Moderate Income
		A2a - Residential Coordinated Delivery - High Rise
		A2a - Residential Coordinated Delivery - Single Family
		A2a - Residential Coordinated Delivery - Single Family Moderate Income
		A2a - Residential Coordinated Delivery - Limited English Influence
		A2a - Residential Coordinated Delivery - Renter
	A2b - Residential Conservation Services (RCS)	A2b - Residential Conservation Services (RCS)
	A2c - Residential Retail	A2c - Residential Retail - Consumer Products
		A2c - Residential Retail - Heating & Cooling
		A2c - Residential Retail - Small Equipment
		A2c - Residential Retail - Limited English Influence
		A2c - Residential Retail - Moderate Income
		A2c - Residential Retail - Renter
	A2d - Residential Behavior	A2d - Residential Behavior
	A2e - Residential Active Demand Reduction	A2e - Residential Active Demand Reduction
	A3i - Residential HEAT Loan	A3i - Residential HEAT Loan
	Hard-to-Measure, not on activity reports	A3a - Residential Statewide Marketing
		A3b - Residential Statewide Database
		A3c - Residential DOER Assessment
		A3d - Residential Sponsorships & Subscriptions
		A3e - Residential Workforce Development
		A3f - Residential Evaluation and Market Research
		A3g - Residential EEAC Consultants
		A3h - Residential R&D and Demonstration
		A3j - Residential Education

<b>Income Eligible Sector</b>	B1a - Income Eligible Coordinated Delivery	B1a - Income Eligible Coordinated Delivery - Multifamily
		B1a - Income Eligible Coordinated Delivery - Multifamily RENT
		B1a - Income Eligible Coordinated Delivery - Single Family
		B1a - Income Eligible Coordinated Delivery - Single Family RENT
	B1b - Income Eligible Active Demand Reduction	B1b - Income Eligible Active Demand Reduction
	Hard-to-Measure, not on activity reports	B2a - Income Eligible Statewide Marketing
		B2b - Income Eligible Statewide Database
		B2c - Income Eligible DOER Assessment
		B2d - Income Eligible Sponsorships & Subscriptions
		B2e - Income Eligible Workforce Development
		B2f - Income Eligible Evaluation and Market Research
		B2g - Income Eligible Energy Affordability Network
<b>Commercial &amp; Industrial Sector</b>	C1a - C&I New Buildings & Major Renovations	C1a - C&I New Buildings & Major Renovations
		C1a - C&I New Buildings & Major Renovations - Multifamily
	C1aMU - C&I New Buildings & Major Renovations - Municipal	C1a - C&I New Buildings & Major Renovations - Municipal
	C2a - C&I Existing Building Retrofit	C2a - C&I Existing Building - Small Business
		C2a - C&I Existing Building - Small Business CDO
		C2a - C&I Existing Building - Large
		C2a - C&I Existing Building - Residential End Use
	C2aMuni - C&I Existing Building Retrofit - Municipal	C2a - C&I Existing Building - Municipal
	C2b - C&I New & Replacement Equipment	C2b - C&I New & Replacement Equipment
		C2b - C&I New & Replacement Equipment - Upstream Food Services
		C2b - C&I New & Replacement Equipment - Upstream HVAC
		C2b - C&I New & Replacement Equipment - Upstream Lighting
	C2c - C&I Active Demand Reduction	C2c - C&I Active Demand Reduction
	Hard-to-Measure, not on activity reports	C3a - C&I Statewide Marketing
		C3b - C&I Statewide Database
		C3c - C&I DOER Assessment
		C3d - C&I Sponsorships & Subscriptions
		C3e - C&I Workforce Development



		C3f - C&I Evaluation and Market Research
		C3g - C&I EEAC Consultants
		C3h - C&I R&D and Demonstration

Monthly reports (referred to as Dashboards), quarterly reports, and annual reports can be found at <https://ma-eeac.org/>, under the *Results and Reporting* tab. Information regarding the various programs is included in the Cape Light Compact's 2022-2024 Energy Efficiency Plan at <https://www.capelightcompact.org/reports/>, under *Other Reports and Documents - Three Year Energy Efficiency Plans*. The first three-year term report will be provided mid-year 2023. As the database serves as the primary repository of data for various regulatory reports, it is mandatory that the database be capable of producing these reports or key inputs into these reports. As reporting requirements change over time, reporting outputs will need to be designed such that they are adaptable.

### 1.3 **System Transition and Maintenance Considerations**

Because the Compact has a rich history of data going back to 2001, a lot of data has been tracked over the years, and the measures and programs have changed names over time. For specific information on the current system protocols, please refer to the 2022 CLC Energy Efficiency Management and Reporting System Appendix A, Section 4 - Data Dictionary.

The following set-up will continue in future sections to describe necessary and required elements of the system versus the ideal system.

Task	Required Element	Near-Term Element	Longer-Term Element
Transfer Compact program activity into the new data system and provide the Compact seamless access to both the existing and new program data	All data from 2013 to current	Required element with flags for participation from 2001 to 2012	All data from 2001 to current
Allow the Compact to perform basic system maintenance capability	Ability for Compact staff to configure key aspects of the information system, such as Reference Data Look-up Tables, Custom User-Defined Reference Tables, Programs, Vendors, Measures, Program Years, Pricing Schedules, Savings Schedules, Group Access Privileges, User Access, and Security Settings	Link to, or internally maintain, the Electronic Technical Resources Manual (eTRM) of energy savings standards including, incentives and measure life with effective start and end dates for measure impacts	Provide an API link to the eTRM  Maintain pre-evaluated and post-evaluated values to calculate the savings in before and after various impact factors

Allow the Compact to grow with its data system	Provide the infrastructure to include fields for applicable past, current, and known fields for the future	Provide the ability in the infrastructure to have additional fields (such as "nickname"), Meter Number, Major Town Code and Minor Town Code fields) to the customer master upload and customer search options	Ability for Compact staff to add necessary fields that could be used as criteria to pull data
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Electronic access to the 2022-2024 Plan Version of Technical Reference Manual (eTRM) may be found at <https://www.masssavedata.com/Public/TechnicalReferenceLibrary>. A PDF version may be found on our web site at <https://www.capelightcompact.org/reports/>, under *Other Reports and Documents - Three Year Energy Efficiency Plans*.

#### 1.4 **Technical Environment**

The Compact's technical environment involves on-site and remote users, all of whom have Microsoft Windows computers. All primary users must have access from Windows machines on-site or working remotely. Vendors and consultants must have access to areas of the database system according to their user rights from any operating system of their choice.

Access to the database via a web-based client is required, and support for recent versions of Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome is mandatory. Full-featured access from other browsers is appreciated.

The Compact does not anticipate ownership or maintenance of any on-site hardware or software related to the database system. We expect this system to be "cloud based" and that the winning bidder will manage the database management system. We require consistent uptime on all non-holiday workdays. Any database management system can be proposed, but our preference is for commonly recognized and available systems that use standard tools and languages, allowing us the flexibility to evolve the system easily over time as needs and state-mandated requirements change.

At the present time we do not anticipate database system access from mobile phones, but this ability would be considered a bonus, and respondents are requested to discuss this feature if they so choose.

#### 1.5 **Customer Master Loading**

As noted in Section 1.2 - System Requirements, the Compact receives customer and usage information from Eversource, the local electric distribution company. This information provides the foundation for the database in that the rate code, demographics, and electric usage can determine eligibility for various programs. Currently, the files are uploaded to a secure SFTP site, and the process is described below. However, it should be noted that the Compact would welcome alternative methods that would be more automated while ensuring security of

customer information. Please refer to Data Dictionary Section 4.3 – Customer Master Import Files for file naming conventions and details.

Perform an automatic upload of monthly customer master records from a Secured FTP site, including name, service and mailing address, phone number, electric account number, rate code and monthly kWh/kW usage, and alert select Compact staff via email when the upload has been performed;

As part of the monthly customer master upload process, tag each existing or new master record with an **Active/Inactive Status**, where Inactive identifies customer accounts not included in the upload file, an **Update Date** field, and each new record with both an **Add Date** and an **Update Date** field;

As part of the monthly customer master upload process, check for changes in the customer name, address and rate code fields, update the applicable field, and post a historical tracking record describing the **Change from xxx to yyy on mm-dd-yy**;

In early 2014, the Compact chose to begin segmenting customers by identifying Standard Industrial Classification (SIC) codes for each customer identified with a commercial and industrial rate code. This effort was made to better understand how each segment has been served as well as what opportunities may exist for each segment. The current process is described, below, but again, it should be noted that the Compact would welcome a more efficient method.

As part of the monthly customer master upload process, generate a file of C&I customers with missing Standard Industrial Classification (SIC) codes and alert select Compact staff via email when the file is available for retrieval;

Provide a method of uploading the researched SIC codes to the C&I customers identified in the missing SIC customer file;

As part of the monthly customer master upload process, automatically generate Vendor Customer Master files (one with electric usage and another with customer information only) to a Secured FTP site, based upon the most recent upload, and alert select Compact and Vendor staff via email when the files are available for retrieval. Please refer to Data Dictionary Section 4.4 Vendor Master Export Files;

The EE System vendor will provide the required SFTP sites to receive Customer Master data from Eversource and, separately, host the Vendor Master Export Files for access and retrieval by select Compact vendors. The EE System vendor will also provide the Compact with the raw data received from Eversource, via a separate SFTP site, for additional internal review and analysis.

## 1.6 Customer Search and Display Options

As described in Section 1.2, many different users will need to search for customers quickly while a customer is on the phone. As such, it is important to be able to access customer eligibility and participation data in a timely manner. The current, near-term, and longer-term elements are described below:

Task	Current Element	Near-Term Element	Longer-Term Element
Provide overview for initiatives with overall status on aging, etc.	<p>Provide a summary screen which includes each open enrollment type, with aging, status levels and the number of customers within each enrollment/status and allow drill-down to identify specific customers.</p> <p>Provide for a flexible dashboard that would allow staff to choose the applicable initiatives that would be viewed on this initial screen for aging and status levels.</p>	No change from current element	No change from near-term element
Provide overview on expenditures and savings in terms of goals	<p>Allow for a report that would show the expenditures and savings in terms of goals for each vendor within an initiative as compared to the year's goals.</p> <p>Provide a summary screen for each program and vendor within an initiative and progress against the year's goal and the 3-year goal, including projected, committed, and completed costs and projected, committed and completed energy savings.</p>	No change from current element	No change from near-term element

Search for customers using multiple search criteria	Search all customers by Account Number, Premise Number, Customer Name, Service Address, Mailing Address, Telephone Number and/or Meter Number and return all customers which match the search criteria (not a limited subset) within a reasonable time (typically under 10 seconds).	Search by criteria in current element but be able to sort by current account information (i.e., a meter reading for the most recent month)	Search by criteria according to the near-term element but also display any linked accounts or allow staff to “tag” other related accounts.
Search for customers using multiple search criteria, continued...	<p>Allow the user to update the Page Size to permit the display of hundreds of customer search results on a single page.</p> <p>Allow the user to export the search results to Excel for additional analysis (for example, identify all Active customer accounts within a geographical area, such as an apartment complex).</p> <p>Ensure that the search results include the Account Status (Active or Inactive/Historical) and allow filtering to display Active, Historical, or All Accounts.</p>		<p>Ability to view map location of the property would also be helpful to better understand the nature of the property. For example, a condominium complex would be ideal to map to see the number of units on the property. This could also be accomplished with the capability of linking the customer Loc ID code to the Massachusetts Geographic Information System (GIS)</p>

<p>Search for customers using multiple search criteria, continued...</p>	<p>Identify and display the “Service” and “Mailing” addresses, and the Home, Alternate and Mobile telephone numbers.</p> <p>Flag customer accounts which have prior activity and provide an option to view, in a pop-up window, all prior programs, enrollments, status, date, measures installed with quantities and costs, or, if applicable, customer leads, program, date, vendor assignment and status. Allow the displayed pop-up results to be exported to Excel for further analysis. Allow the user to close the pop-up window while retaining the initial search results for additional customer review.</p> <p>Provide an option, for each customer account, to generate a new program Lead or Enrollment in a new window, while retaining the initial search results for additional customer review.</p> <p>Include the ability to search by all or part of the field. For example, if the street is called East Main Street, then entering Main with or without a wild card would return the proper results.</p>		
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Search for customer activity using multiple search criteria	Search for program activity using one or more criteria including Enrollment Number, Vendor Reference Number, Account Number, Customer Name, Service Address, Telephone Number, Program Name, Vendor Name, Enrollment From/To Date Range and Enrollment Status and return all customers which match the search criteria (not a limited subset) within a reasonable time (typically under 10 seconds); Ensure that the search results include all fields listed above.		
Search for customer activity using multiple search criteria, continued...	<p>Allow the user to update the Page Size to permit the display of hundreds of customer search results on a single page.</p> <p>Allow the user to export the search results to Excel for additional analysis.</p> <p>Provide an option, for each program enrollment, to open the enrollment in a new window, while retaining the initial search results for additional program review.</p>		

The information below describes other current elements of our database system. In general, the Compact has a desire to capture this information on an ongoing basis and ideally be able to search by all these elements. Ideally, this system would present the customer information to the Compact staff using the least number of mouse-clicks and minimizing the use of horizontal and vertical scrollbars. Nonetheless, the Compact is open to ideas on how to organize and track the information in a more efficient manner.

Display and allow updates to selected customer information including, but not limited to:

Customer ID,  
 CLC Project Lead,  
 Customer First Name, Middle Initial, Last Name and Full Name fields,  
 Service Address, City, State and Zip Code,

Mailing Address, City, State and Zip Code,  
Town Assignment,  
Multiple Telephone Numbers (i.e., Home, Contact, Work, Mobile) with Primary Flag,  
Email Address,  
SIC Code,  
Data Source (Master File or Manual Entry),  
Account Number, Rate Code, Add Date and Update Date,  
Do Not Call and Do Not Mail flags,  
All Interactions with CSR Name, Interaction Type, Interaction Reason and CSR Notes,  
All Program Enrollments with Program Type, Vendor Assignment, Payee and Status;

Display and allow updates to selected Customer Demographic information including, but not limited to:

Demographic Survey - Response,  
Demographic Survey - Language,  
Demographic Survey - Ethnicity (Race),  
Demographic Survey - Gender,  
Demographic Survey - Age,  
Demographic Survey - Renter Status,  
Demographic Survey - Education,  
Demographic Survey - Household Income,  
Demographic Survey - Employment,  
Building Type,  
Occupancy Status,  
Participation Units,  
Marketing Source,  
Home Style,  
Units in Building,  
Size of Home,  
Age of Home,  
Number of Occupants,  
Owner/Contact Name,  
Primary and Secondary Heating Fuel,  
Annual Heating Cost,  
Primary and Secondary DHW Fuel,  
Central AC,  
Income Verification,  
Prior Audit,  
New Windows,  
New Heating System,  
New Insulation,  
Drafty or Cold,  
Additional Notes;



Display and allow updates to premise-based Environmental Justice Tracking information including, but not limited to:

- E911 Latitude
- E911 Longitude
- Parcel ID
- Block Group
- EJ Community
- English Deficient
- Income Eligible
- Minority
- EJ Criteria
- EJ Criteria Count
- Tax Building Type
- Year Built
- Tax Standard Style
- Tax Sq Ft
- Audited Primary Heat Fuel
- Audited Primary Heat Type
- Audited DHW Heat Fuel
- Audited DHW Heat Type
- Audited Central Air
- Roadblock - Asbestos
- Roadblock - Combustion Safety
- Roadblock - Electrical
- Roadblock - Knob & Tube
- Roadblock - Lead
- Roadblock - Moisture
- Roadblock - Other
- Roadblock - Structural

Sort Interactions in descending date order and sort Enrollments in descending Enrollment ID order;

Display monthly customer kWh/kW usage with annual subtotals (note that usage records could go back to 2001) in both numeric and graphical form, and include an Export option of this data to an Excel spreadsheet;

Provide the Compact staff with a Print Customer Activity option which generates a report of all available customer information and activity, and include an Export option of this data to an Excel spreadsheet;

Group all control buttons, such as Display Usage, Display Demographics, Print Customer Activity, Print Letter, Add New Interaction and Add New Enrollment, within one screen area preferably at the top;

Allow the Compact to drill-down on each Enrollment to display Status History and Installations with each Measure, Quantity, Customer Cost, Incentives and Energy Savings (Annual kWh, kW Max, Summer kW, Winter kW, Oil, Gas, Propane, Kerosene, Gasoline, Wood and Water);

## 1.7 **Call Center Activities**

As described in Section 1.2, the call center staff has primary responsibility for answering customer inquiries, enrolling the customer into various programs, and entering data from invoices. Because the customer and usage information are captured by Eversource rather than the Cape Light Compact directly, it is important for those answering the calls to be able to add customers, update applicable information, and add notes to customer files. The current elements are listed below:

Allow the Compact to Add a New Customer when the master file search does not return any customers, and automatically assign the next available pseudo-account number (this is a 9000 series number – note that this functionality is frequently needed for the New Construction programs, where utility service has not been installed);

Allow the Compact to update the Account Number and Rate Code to replace a New Construction pseudo-account number with a valid electric company account number when it is issued;

Allow the Compact to flag any customer as Do Not Call and Do Not Mail and update these flags as needed;

Allow the Compact to easily Add a New Interaction or note for the customer file, which includes all Tier 1 screening options and records the Date, Time, CSR Name, DOER Tier 1 screening, Interaction Type, Interaction Reason and CSR Notes. Tier 1 refers to the monthly reporting required by the Department of Energy Resources in that the Compact is required to collect information on how the customer heard about the Home Energy Assessment (for 1-4 family homes) and the action that was taken. Please refer to Data Dictionary Section 4.1 – CLC Call Screening Codes for the standard codes for DOER;

Include an Interaction Notification process which would email the customer information and interaction to select Compact staff and/or Vendor contacts;

Include a Customer Email notification process which automatically generates an email to the customer with an attached form, based upon the Program enrollment and answers to select Customer Demographics questions. Ensure that this email functionality is available with both

Call Center created and On-Line enrollments. Allow the Compact to easily define and update the email contents, attached form, and distribution list.

### 1.8 **Customer Leads, Enrollment, Application and Tracking**

Some programs offer point-of-sale rebates, which are reported by third-party vendors at the completion of rebate transaction whereas other programs have longer-term projects that require more in-depth tracking. As part of the staff responsibilities, the Compact is responsible for tracking and reporting on the progress of the programs and the customers that are enrolled in those programs. Please see Data Dictionary Section 4.1 – System Reference Files – Compact Programs and Status Level Tracking for a complete list of program enrollments and status codes.

The following table describes the task as well as necessary, near-term, and long-term elements:

<b>Task</b>	<b>Necessary Element</b>	<b>Near-Term Element</b>	<b>Longer-Term Element</b>
Tracking customer leads  Grouping accounts into groups or projects	Ability to add a note or upload and download applicable documents or files in the customer file and alert to the vendor (as described previously)	Ability to add a “tag” to the customer file that would then be assigned to a staff member or vendor	All the necessary and near-term elements plus the ability to add milestones and reminders for key deadlines as well as reports. This may entail automatic population of templates for letters or emails with the selected customer’s applicable information
Enroll the customer in a program	Generate enrollments that can be assigned to a vendor	Show all the applicable enrollments in one screen (without the need to re-open a customer file)	Track the progress of customer enrollments using multiple mandatory and optional status levels, with projected, committed, and actual costs, and energy savings, which allows the tracking of long-term projects throughout the sales/participation funnel

Edit customer enrollment	<p>Allow Compact staff to easily change a specific customer enrollment type and vendor without the need of cancelling an existing enrollment and creating a new enrollment. As an example, a customer enrolled in a Residential RCS Program can easily be reassigned to an Income Eligible Program, based upon verification of eligibility.</p> <p>Allow Compact staff to easily transition enrollments with measures from one program year to another program year without the need to delete the old enrollment and create a new enrollment.</p>	Ability to automatically communicate change to vendors and applicable staff	No change from near-term element
Customer correspondence	Automatically generate customer correspondence and email required forms based upon customer attributes, such as income guidelines	No change from necessary-term element	No change from near-term element

Delete one or more program enrollments	Allow select Compact staff to delete and permanently remove from the database one or hundreds of non-invoiced enrollments, using either the Enrollment ID or a Vendor Reference Number	No change from necessary-term element	No change from near-term element
Delete one or more non-Paid Invoices	Allow select Compact staff to delete and permanently remove from the database one or hundreds of non-Paid Invoices and all subordinate enrollments, using the Invoice Number	No change from necessary-term element	No change from near-term element
Interaction with ISO New England	Ensure that all required fields for the Forward Capacity Market (FCM) report are available for query and reporting	Generate a draft Forward Capacity Market (FCM) report for manual review, update, and upload to ISO New England	Automated Forward Capacity Market (FCM) reporting, including scheduled draft report for review, on-demand draft reporting for error resolution, and scheduled automated upload to ISO New England
Interaction with power supply	Ability to see the rate code and usage information (kWh and kW) over the years	Capability of assigning and tracking customer participation within the Compact's Power Supply Program, including customer Adds, Drops and Historical Usage, with supporting Electronic Data Interchange transactions	Ability to pull reports and send automatic notices to customers based upon set criteria

## 1.9 Vendor Access, Data Exchange, and Invoicing

The majority of the Compact's programs are implemented by third-party vendors. As such, it is crucial to have secure access and electronic data exchange on interactions and applicable files with customers as well as information for tracking of services and installation of products. Currently the Compact configures the information system for each program year with approved vendors, programs, budgets, and goals. Invoice data transfer specifications are provided to each vendor, specific to an assigned program, which include file naming conventions, data file structure, valid codes and descriptions, and additional attributes required for installation verification and tracking, evaluation studies, and energy savings calculations, as applicable.

The Compact allows configured vendors to upload installation detail, correct validation errors, reconcile the uploaded data to match the proposed invoice, create a Draft invoice from the uploaded program data, finalize the draft as an Invoice, including the Vendor Invoice Number, and attach all relevant documentation, such as the invoice coversheet, back-up detail, and engineering studies/specifications. Once complete, the system automatically notifies the Compact program manager that an invoice is ready for review and approval. The manager can accept the invoice and an email is automatically sent to the Compact second-level approver. The manager has the option to reject the invoice, identify the reason for the rejection, and the system automatically notifies the vendor for corrective action. Once corrected, the vendor can resubmit the invoice for approval.

The Compact also has key vendors with advanced technological abilities, including in-house databases. The Compact's information system automatically transfers New Enrollment Requests to these vendors, and, in turn, the vendors upload customer contact notes and request status updates to the Compact. This provides the Compact Call Center with the latest vendor interactions with assigned customers. This bi-directional data processing incorporates an SFTP site and an overnight, batch data process. Future considerations include interactive, real-time API data transfers between the Compact and select, technologically advanced vendors.

The current process is described below, but the Compact is willing to review alternative means of communication between vendors and the database that would enhance customer service and vendor management.

Provide an SFTP site for full access by the Compact staff to all files and subfolders, and specific vendor staff, limited to read-only customer master and usage files, and full access to vendor-specific folders.

Provide read-only system access to select vendors, limited to all customers (to permit customer searches and view account detail) and to all assigned work (vendor cannot view work assigned to, or performed by, other vendors).

Perform a daily automatic, electronic data transfer of new customer enrollment and workorder information to select vendors, via SFTP site.

Perform a daily automatic, electronic data posting of customer workorder status updates and customer interactions from select vendors, via SFTP site. Please refer to Data Dictionary Section 4.6 – Vendor Data Exchange for additional information.

Allow Compact staff and select vendors to upload multiple Microsoft Office spreadsheets and documents, Adobe PDF documents, Text and JPEG files to a customer account or premise, provide a list of uploaded documents, and easily select and display each document (only allow the Compact to remove documents).

Provide select vendors with the ability to upload electronic invoice work packages (currently there are two files, Enrollments and Enrollment Measures), perform validation checks, import error-free work, and advise both the vendor and select Compact staff to errors and warnings via email. Allow the vendor to correct errors and reload the entire work package, ignoring successfully posted work. Allow vendors to update specific, assigned enrollments and create new enrollments, as needed, using a Vendor Reference Number. A sample invoice work package file structure, coding and naming conventions may be found in the Data Dictionary Section 4.5 - Vendor Invoice Work Package Guidelines.

Allow select vendors to compile all completed, non-invoiced work into a Program Year level Draft invoice, review the draft, add or remove specific customer enrollments, add Program level costs, add a Vendor Invoice Number, attach multiple Microsoft Office spreadsheets and documents, Adobe PDF documents, Text and JPEG files, and generate a Final Invoice to compensate vendors for services provided (only allow the Compact to remove documents).

Allow select vendors who do not perform customer-specific activity to generate a blank Draft invoice, enter Program costs (such as program design and consulting fees, marketing and outreach activity, or printing fees), add a Vendor Invoice Number, attach multiple Microsoft Office spreadsheets and documents, Adobe PDF documents, Text and JPEG files, and generate a Final Invoice to compensate vendors for services provided (only allow the Compact to remove documents).

Allow select vendors and Compact staff to generate a Payment Request to compensate a customer for specific installation activity, where payment is direct from the Compact to the customer. Allow the attachment of multiple Microsoft Office spreadsheets and documents, Adobe PDF documents, Text and JPEG files (only allow the Compact to remove documents).

Advise the applicable Compact program staff, via email, to the generated Final Invoices or Payment Requests for review and approval. In addition, allow Compact staff to query outstanding invoices and payment requests using multiple search criteria, such as Pending My Approval, Vendor Name, Program, Program Year, Invoice/Payment Request Number, Vendor Invoice Number, Enrollment Number, Vendor Reference Number, Create Date, Approved Date, Paid Date, and Invoice/Payment Request Status. Provide a hyperlink to each invoice and payment request to allow immediate review in a new window while retaining the initial query results.

Provide the Compact program manager with all relevant Final Invoice or Payment Request detail, including customers, enrollments, installed measures, quantities, costs, energy savings, Program costs, and back-up documentation to facilitate an initial invoice review.

Allow the Compact manager to review and approve the Final Invoice or Payment Request, and an email is automatically sent to the Compact second-level approver.

Allow the Compact second-level approver to review and approve the Final Invoice or Payment Request and define the monthly reporting period. This final approval process automatically tags the invoice for export to the AP System for payment.

Allow either the Compact manager or the second-level approver to reject the Final Invoice or Payment Request, identify the reason for the rejection, and an email is automatically sent to the vendor for corrective action. Once corrected, the vendor can resubmit the invoice for approval.

Perform a daily automatic, electronic data transfer of approved Final Invoices or Payment Requests to the AP System, via SFTP site.

#### 1.10 **Core Management Reporting**

As noted in Section 1.2 above, Compact staff must manage the budgets and savings for each program, and management reports are key to this reporting function of the system. In addition, there are several regulatory requirements for monthly, quarterly, annually, and three-year reports. The following table has the task, necessary element, near-term element, and longer-term elements.

Task	Necessary Element	Near-Term Element	Longer-Term Element
Report on town and county activities. Please see <a href="https://www.capelightcompact.org/reports/">https://www.capelightcompact.org/reports/</a> under <b>Other Reports and Documents</b> , then <b>Monthly Reports to Town on Energy Efficiency Activities</b>	Ability to report monthly and cumulatively for the year against budgets and goals by initiative  Ability to automatically generate and load reports to the Compact's website	No change from Necessary Element	Ability to have a module where members of the public would be able to decide upon criteria and pull reports



Report on production for the Compact staff	<p>Ability to export reports (by measure and in aggregate) on budgets and savings against goals for each initiative on a monthly, quarterly, yearly and 3-year basis</p> <p>Ability to track committed costs or workorder statuses in the tracking system for specific initiatives and programs</p>	Link to, or internally maintain, the Electronic Technical Reference Manual (eTRM) of energy savings standards including, incentives and measure life with effective start and end dates for measure impacts	<p>Maintain Planned and Actual values to calculate the savings, before and after evaluation with various impact factors and realization rates applied</p> <p>Interface with the Compact's third party finance software to sync budgets and show paid invoices</p>
Reporting for DOER quarterly reports as mentioned in Section 1.7 - Call Center Activities	Ability to export data on a monthly basis for quarterly reports	Ability to pull reports based upon source of customer inquiries and actions taken	Ability to interface with vendor database to automatically populate the quarterly reports
Reporting for monthly, quarterly, and biannually Key Performance Indicator (KPI) and EEAC reports	Ability to export monthly data on expenditures, participants, capacity, and annual and lifetime MWh	In addition to the necessary element, for the quarterly reports, other savings (such as benefits) needs to be calculated using the eTRM	Ability to automatically pull all applicable reports at any time
Reporting for statewide energy efficiency database	Ability to export budget, participation, savings, and benefits data for all measures by initiative and program, aggregated to the zip code level	Ability to do required tasks plus employ aggregation rules (as set by the DPU) to ensure customer privacy	Ability to accommodate additional types and granularity of data (to be determined by future DPU proceedings)
Reporting for annual and three-year reports	Ability to export data on measures, expenditures, measures and savings	Integration with eTRM to calculate savings, both Planned and Actual values, before and after evaluation	Ability to integrate with third-party financial software to automate calculation of expenditures

		with various impact factors and realization rates applied	
Ad-hoc reporting	<p>Ability to access and export all data fields based on vendor, initiative, date ranges, and show measures, quantities, savings, usage and other key criteria with the ability to save the last run report criteria</p> <p>Provide read-only database access and report design / development using SQL Server Reporting Services (SSRS) or equivalent</p> <p>Provide custom data access and reporting with Power BI using real-time, or near real-time, data refresh</p>	Ability to pull reports on tagged or groupings of customers with the key criteria with the ability to save the last run report criteria	Ability to pull any report from the data that has been entered into the system with the ability to save the last run report criteria

#### 1.11 **Future Considerations**

As an organization that is highly regulated, the Compact is very interested in a flexible data system that will offer the ability to meet current and future demands. As such, bidders are encouraged to include additional capabilities or functions that may be helpful to the Compact's goals.

**Power Supply:** As mentioned in Section 1.8, the Compact is contemplating a more integral role for tracking and reporting on the power supply program within this database.

**Rebate Processing:** The Compact would like to explore the ability of outside contractors or customers to be able to input rebate information into the system to be verified by staff.

**Evolution of Technology:** As smart devices and communication protocols continue to advance, the Compact is aware that the exchange of data may not remain the same. It is cognizant that data may be exchanged between smart devices that are able to interface with the data system.

It is the hope of the Compact that the successful bidder will have incorporated this vision to their data system to incorporate these devices moving forward.

**Planning Documents:** While planning documents have not been a focus for the data system (except that they factor partially into the budget and savings goals), the regulatory environment of the Compact compares actuals to planning documents. It would be ideal, in the future, if the data system could incorporate planning elements to help Compact staff to report upon variances from planning more easily.

**Scenario Analyses:** While it is related to planning, the Compact is sometimes asked to answer “what-if” scenarios with the available data. As a future element, the Compact is interested in looking at the ability of a data system to provide scenario analyses.

## 2. **Project Objectives and Expected Outcome**

EE Vendor understands that the Compact’s objective is to build and maintain a secure, flexible, cloud-based data system that will assist in the management, tracking, and reporting requirements for the Compact’s energy efficiency programs in a cost-effective way and agrees to perform the Services in furtherance of this objective.

EE Vendor understands that upon delivery, the Compact staff will have access to system configuration options and the ability to create, configure and reconfigure Standard and User-Defined Reference Data Look-up Tables, System Security Settings, Group Access Privileges, Vendors, User Access, Programs, Measures, Program Years, Pricing Schedules, and Energy Savings Schedules.

EE Vendor understands that hosting a cloud-based, Secured FTP (SFTP) site, for use by the Compact and select vendors, is required. The SFTP site will include multiple subfolders with limited, protected access. Planned use includes receiving monthly customer master transfers from Eversource to be proceeded into the EE System, access to the incoming customer master files by the Compact, shared read-only access to monthly customer account and usage files by multiple vendors, vendor-specific folders with full access for daily data transfers between vendors and the Compact, and an AP System folder for approved Invoice and Payment Requests data transfer detail. The EE Vendor and the Compact will have the ability to configure folders, users, initial passwords, and access roles, and will have global access to all folders and files.

## 3. **Services.** EE Vendor will perform the following tasks:

EE Vendor will provide Project Management including, at a minimum, weekly project meetings to support design/development activities, Implementation Support, User and Administrator Training Manuals, and on-site Training Event.

EE Vendor will provide post-implementation Customer Support, including a toll-free number and on-line Help Desk services, to answer basic questions about system access, user log-in, navigation, functionality, data imports, data queries, reports, and exports during the Compact's business hours.

EE Vendor will provide on-going System Maintenance to resolve bugs or add functionality beyond the Scope of Work.

EE Vendor will assist with the Compact's Historical Data Load of all program activity and data points from 2001 to the present.

EE Vendor will provide transition services to the Compact which will be set forth in the transition services workplan developed by the Compact, EE Vendor and the vendor that EE Vendor will be replacing.

4. **Deliverables/Work-Product; Timing.** The EE Vendor will provide the following deliverables to the Compact in accordance with the following schedule:

EE Vendor will deliver a fully functional, secure, flexible, cloud-based data system as described in **Section 1 - Program Description** in a cost-effective way within the RFP timeline.

EE Vendor will ensure that upon delivery Compact staff will have access to system configuration options as described in **Section 2 - Project Objectives and Expected Outcome**.

EE Vendor will deliver a cloud-based, Secured FTP (SFTP) site as described in **Section 2 - Project Objectives and Expected Outcome** within the RFP timeline.

5. **Reports.**

EE Vendor will deliver a written **Implementation Plan** and associated **Project Task Schedule** with Task Description, Estimated Time, Due Date, Responsible Resource, Status, and Notes.

EE Vendor will host weekly a Project Status Meeting, incorporating a written **Meeting Agenda**, weekly update to the Project Task Schedule, and a follow-up **Action Items List** for all new and outstanding meeting items, including Item Number, Description, Due Date, Owner, Status, and Notes.

6. **Additional Training, Required Certifications and/or Performance Standards.** In addition to the requirements set forth in Sections 4.1 and 4.2 of the Agreement, the following additional training, required certifications and performance standards apply:

EE Vendor will host all the Compact's data within a certified data center and will provide annual **SOC 1 Type 2 Report, SOC 2 Type 2 Report** and any applicable bridge letters, including complementary user entity control considerations.

7. **Quality Controls.**

EE Vendor will employ Quality Assurance testing to reduce defects in every stage of the software development life cycle.

EE Vendor will implement and maintain an internal Unit Test (UT) environment for use by the vendor's design / development team to test program configuration, customizations, and new features. The UT data may be refreshed using Production data by the EE Vendor, as needed.

EE Vendor will deliver a User Acceptance Test (UAT) environment, separate from the UT and Production environments, to support Compact testing of releases prior to implementation. The UAT data may be refreshed using Production data by either the EE Vendor or the Compact, as needed.

EE Vendor will rigorously test all system configurations and functionality prior to release to the Compact for User Acceptance Testing. Discovery of defects and omissions by the Compact, while not completely unavoidable, must be kept to a minimum.

8. **Project Team.**

EE Vendor will provide a list of key personnel (need not be names, but titles/category of employees) with dedicated time and expected Compact support roles.

9. **Compact Responsibilities.** The Compact is responsible for the following transition and ongoing management:

**Initial Phase/Transition**

1. The Compact will provide feedback to the EE Vendor regarding the management, tracking and reporting system.
2. The Compact will be responsible for having users test the new system.
3. The Compact will provide the following information to the EE Vendor among other applicable documents:

- a. Data Mapping
- b. Historical files
- c. Process flow charts
- d. Criteria for reports

### **Ongoing Management/Maintenance**

1. The Compact will provide a primary point of contact person for the EE Vendor.
2. The Compact will have a representative to attend regular meetings with the EE Vendor, or designee (if necessary).
3. The Compact will report issues and/or interruptions in service to the EE Vendor, or designee.
4. The Compact will be responsible for providing adequate internet bandwidth for system for accessing the database via the internet.
5. The Compact will be responsible for verifying, approving, and processing EE Vendor invoices.

**ATTACHMENT B**

**FORM OF CONTRACT**

# PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This PROFESSIONAL/CONSULTING SERVICES AGREEMENT (“Agreement”) is made by and between the Cape Light Compact JPE, a joint powers entity organized pursuant to G.L. c. 40, §4A½ (the “Compact”), and [insert] (“Consultant”). The Compact and Consultant may be referred to herein collectively as the “Parties,” or either singularly as a “Party.” This Agreement is effective as of [insert].

WHEREAS, pursuant to G.L. c. 40, §4A, in 1997, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and the counties of Barnstable and Dukes County entered into an inter-governmental agreement, as amended from time to time, to act together as the Compact;

WHEREAS, the purposes of the Compact include protecting and advancing the interests of residential, commercial and industrial customers in a competitive electric supply market, and administering an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management;

WHEREAS, the Compact is operating an Energy Efficiency Plan which is periodically updated and approved by the Massachusetts Department of Public Utilities;

WHEREAS, the Compact issued a [insert as applicable – generally a request for proposals] on [insert date] for the performance of [insert program name] (the “RFP” [or other document]);

WHEREAS, the Compact seeks to enter into an agreement with Consultant for certain services which are defined in Section 2.1 in connection with the energy efficiency programs that it operates or will operate under the Energy Efficiency Plan; and

WHEREAS, Consultant has the expertise required to provide the Compact with the services required pursuant to this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, Consultant and the Compact do hereby agree as follows:

## SECTION 1 TERM OF AGREEMENT AND TERMINATION

1.1 **Term.** This Agreement is effective as of the date set forth above and shall continue in force and effect until [insert], unless this Agreement is terminated before such date under the



provisions of Section 1.2. In addition, the Compact may, in its sole discretion, extend the term of this Agreement for an additional [insert] year(s).

**1.2 Termination.** The Compact shall have the right to terminate or suspend this Agreement for any reason, including, but not limited to, in the event that the Consultant is in default under another consulting or installation services agreement between Consultant and the Compact, or for convenience. Consultant may terminate this Agreement only if the Compact materially breaches its obligations under this Agreement. The terminating Party shall provide written notice to the other Party of any such termination or suspension, specifying the effective date thereof. If the terminating Party is the Compact, such notice shall be given at least fifteen (15) calendar days before such effective date; if the terminating Party is Consultant, such notice shall be given at least ninety (90) calendar days before such effective date. In addition, if the Compact terminates this Agreement for cause, the Compact shall be entitled to deduct and/or be reimbursed any costs of cure and transition costs (including reasonable attorneys' fees) that it, a Member<sup>2</sup> or a Customer (as defined herein) incurs related to engagement of a substitute Consultant.

**1.3 Termination or Suspension Due to Changes in Funding.** This Agreement is subject to the receipt of funds from various sources to support the Energy Efficiency Plan. If for any reason such funding is terminated, suspended, or restricted, this Agreement will become null and void, effective immediately upon notice to Consultant. The Compact shall provide written notice of such termination or suspension to Consultant. In the event of such termination or suspension, Consultant shall be paid for all authorized, satisfactory (in the reasonable discretion of the Compact) Services performed up to and including the date of termination or suspension.

**1.4 Obligations Upon Termination.** Following termination of this Agreement, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the date of termination of this Agreement.

## **SECTION 2 SCOPE OF SERVICES AND RELATED MATTERS**

**2.1 Services.** Consultant agrees to provide the expertise, labor, materials and supplies necessary to perform the services and deliverables described in Exhibit A attached hereto and such other services as may be specifically requested by the Compact from time to time (the "Services"). All such Services and deliverables shall be designed to achieve the anticipated outcomes specified in the description of Services and shall be provided in accordance with the terms and conditions of this Agreement.

[Drafting note: Use this provision for lead vendor contracts, or other contracts where the vendor is providing comprehensive program management services. Delete if not applicable.]

**2.1A Program Management Services.** *Consultant agrees that the Services include management and operation of the XYZ Program, including management, supervision and control of all*

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<sup>2</sup> For the purposes of this Agreement, the term "Member" means the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, Yarmouth, Dukes County, and any other governmental unit that becomes a member of the Compact during the term of this Agreement.

*subcontractors and independent contractors participating in XYZ Program. Consultant agrees that it is responsible for entering into and managing the contractual relationships with the subcontractors and independent contractors and that it will ensure that such subcontractors and independent contractors understand, acknowledge, and agree that the Compact has no liability to them in connection with Consultant's management and operation of the XYZ Program. Consultant understands and agrees that its indemnification obligations set forth in Section 7 include indemnifying the Compact from the acts and/or omissions of the subcontractors and independent contractors, and from any third-party claims relating to same.*

**2.2 Changes.** The Compact may, from time to time, require changes in the scope of the Services to be performed hereunder. Such changes must be evidenced in written amendments to this Agreement. Any Services performed or proposed by Consultant shall not be reimbursed unless they are approved in writing by the Compact prior to their rendering.

**2.3 Timing of Performance.** Consultant shall commence and complete the Services in accordance with the project milestone schedule incorporated into Exhibit A. If no schedule is incorporated, Consultant shall begin to render the Services on the effective date of this Agreement and shall continue to render the Services in a prompt and timely manner.

**2.4 Staffing; Background Check Requirements.** The Compact may require Consultant to remove from its project team such employees of Consultant or subcontractors of Consultant as the Compact, in its reasonable discretion, deems objectionable, or whose continued employment in connection with the Services is deemed by the Compact, in its reasonable discretion, to be contrary to the best interests of the Compact.

Upon request by the Compact, Consultant shall comply with the Compact's written requirements for employee background checks, as set forth in Exhibit B, and as may be amended from time to time by the Compact.

[     ]            required            [     ]            not required

**2.5 Conflicts of Interest.** Consultant covenants that it presently has no interest, and shall not acquire any interest, directly or indirectly that would conflict in any manner or degree with the performance of the Services. Consultant agrees to diligently serve and endeavor to further the best interests of the Compact, as known or made known to Consultant. Consultant further agrees not to undertake activities that conflict, or are not in accordance with, the best interests of the Compact, and will disclose any other employment or engagements that could conflict with its obligations under this Agreement. Consultant further covenants that it shall comply with all relevant provisions of G.L. c. 268A.

**2.6 Points of Contact.** Consultant names [insert], as the day-to-day point of contact for the Compact for all issues arising under this Agreement and the person responsible for ensuring over the entire term of this Agreement that the Services are performed and completed in a manner satisfactory to the Compact and in accordance with the terms of this Agreement. The Compact names [insert] to be the day-to-day point of contact for Consultant for all issues arising under this Agreement.

## SECTION 3

## COMPENSATION AND RELATED MATTERS

**3.1 Rates of Compensation; Budgets.** Consultant shall be compensated by the Compact for the Services in accordance with the terms and rates set forth in Exhibit C hereto. The Compact may reject any invoices using billing rates that are not consistent with Exhibit C, unless the Compact has previously accepted such substitute rates in a written amendment to this Agreement.

In the event that a budget or multiple budgets apply to the Services, the budget(s) shall be set forth in Exhibit C. For each budget set forth in Exhibit C, there shall be an accompanying statement as to whether such budget is an estimated budget for planning purposes or not-to-exceed budget. If a budget is not-to-exceed, in no event shall the total amount paid under this Agreement exceed such not-to-exceed budget amount, unless a contract amendment has been executed by the Compact incorporating such budget increase.

The compensation set forth in Exhibit C shall remain firm for the initial term. If Consultant's RFP response included compensation terms for any extensions of the Term and such terms were accepted by the Compact, such terms shall be set forth in Exhibit C. If Consultant proposes a compensation increase for any extended term(s), the proposed increase must be submitted to the Compact for approval at least one hundred twenty (120) days prior to expiration of the term. Any requested compensation increase must be presented to the Compact in writing along with documentation supporting the requested increase. Approved compensation changes shall become effective on the date set forth in the Compact's approval notice (if any).

**3.2 Invoicing and Payment.** Consultant shall submit monthly invoices to the Compact by the 10<sup>th</sup> day of each month, unless otherwise authorized in writing by the Compact. The Compact will remit payment within forty-five (45) calendar days of the Compact's receipt of each monthly invoice in accordance with applicable municipal finance laws. Payment may be contingent upon final inspection and/or acceptance of the Services. Upon request, Consultant shall provide to the Compact all backup documentation required to establish the value of the Services performed to date as represented by Consultant's monthly invoices. If a budget(s) is applicable, each invoice submitted by Consultant shall state the total amount of Services billed against such budget(s).

**3.3 Effect of Payment.** The Compact shall not be deemed to have accepted any improper Services, materials or performance by virtue of any payment made to Consultant. Payments shall be deemed advances and are subject to adjustment for errors, overpayments, or the Compact's good faith determination that the remaining balance of payments may be insufficient to ensure completion of the Services.

**3.4 Withholding.** The Compact may withhold a payment of all or a part of any invoice to the extent as may be necessary to protect itself from loss caused by: (i) defective Services not remedied; (ii) claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant or the Compact in connection with the Services; (iii) Consultant's failure to make payments properly to subcontractors for materials, labor or equipment; (iv) unsatisfactory performance of the Services; (v) Consultant's failure to pay any amounts due to the Compact; or (vi) Consultant's failure to perform any of its obligations under this Agreement.

In addition, if the Compact has a reasonable indication that the unpaid balance will be insufficient to cover the cost to complete the Services or that the Services will not be completed within the project milestone schedule (if any), the Compact may withhold payment of all or a part of any invoice to the extent as may be necessary to protect itself from such anticipated losses. The Compact shall notify Consultant of the grounds for any withholding. When Consultant provides performance assurance satisfactory to the Compact that will protect the Compact for the amount withheld, payment will be made. When deemed reasonable by the Compact, the Compact may use such withheld funds to undertake remedial measures.

**3.5 Credits.** Consultant may not claim any governmental or other energy efficiency credits, tax credits, forward capacity payments, carbon offsets, rebates or incentives of any kind as a result of or in connection with the Services performed under this Agreement (collectively, the “Credits”) without the written consent of the Compact in its sole discretion. To the extent any Credits are allocated to the Compact, a Compact project or to a Compact customer/program participant (“Customer”), by operation of law or regulation, Consultant shall, upon request and without charge, cooperate fully with the Compact to disclaim any rights to such Credits and to assign or allocate all such Credits, and the value thereof to the party designated by the Compact.

## **SECTION 4                      PERFORMANCE STANDARDS**

**4.1 General Performance Standard and Warranty.** Consultant assumes professional and technical responsibility for the performance of the Services in accordance with the terms of this Agreement and Good Industry Practice, and any additional guarantee or warranty specified in the description of Services set forth in Exhibit A. If, during the performance of the Services or within one (1) year following completion thereof, the Services fail to meet such standards, Consultant shall promptly and timely (no more than five business days) furnish all remedial services and materials necessary to correct such deficiencies at Consultant’s sole cost and expense. Consultant shall also be responsible for reimbursement of the Compact’s losses related to such defective Services during the warranty period. For purposes of this Section 4.1, the term “Good Industry Practice” means the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the energy efficiency industry in the performance of consulting services) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts.

**4.2 Representations, Warranties and Continuing Covenants.** In performing its obligations hereunder during the term of this Agreement, Consultant represents, warrants and covenants that it shall: (i) exercise reasonable care to assure that its operations are prudently and efficiently managed; (ii) employ an adequate number of competently trained and experienced personnel to carry out the Services; (iii) spend such time in performing the Services as is reasonable and necessary to fulfill effectively its obligations under this Agreement; (iv) comply with all relevant industry standards and practices for the delivery of Services to the Compact; (v)

comply with applicable laws and professional licensing requirements; (vi) ensure that it validly owns or licenses all intellectual property used in the performance of the Services, with a right to sublicense to the extent necessary, and that such licenses are maintained at all times during the term of this Agreement; and (vii) provide the required notice under Section 7.5 (Notice of Claims) of this Agreement.

**4.3 Correction of the Services.** Consultant is required to correct in a prompt and timely fashion any Services rejected by the Compact. Consultant shall correct at its own cost and bear the expense of additional services performed to correct non-conforming Services. If Consultant fails to cure the default or produce a plan acceptable to the Compact (in its reasonable discretion) to cure the default in a prompt and timely fashion, the Compact may take over the Services or any separable part thereof, and complete the same or have the same completed at Consultant's expense. In taking over, the Compact shall have the right, for the purpose of completing the Services, to take possession of all equipment, supplies and materials belonging to Consultant and purchased or leased for the performance of the Services. For such purpose, this Agreement shall be construed as an assignment by Consultant to the Compact of said equipment, supplies and materials.

**4.4 Periodic Reporting.** Upon the request of the Compact, the Consultant shall promptly submit a report detailing the status of the Services including the progress toward achieving completion of any deliverables or project milestones. Additional reporting requirements may be set forth in Exhibit A.

## SECTION 5 INTELLECTUAL PROPERTY MATTERS

**5.1 Intellectual Property Rights; Work for Hire.** Consultant agrees that any work of authorship created or developed by Consultant during performance or delivery of services to the Compact, either individually or jointly with others, in the course of the rendering the Services to the Compact shall be deemed a "work for hire," and the exclusive property of the Compact. To the extent not deemed a "work for hire" by operation of law, with respect to any invention, trade secret, or work of authorship created or developed in the course of the rendition of services to the Compact, Consultant hereby irrevocably assigns, transfers, and conveys to the Compact all of Consultant's right, title and interest in such property, including but not limited to, all rights of patent, copyright, trade secret or other proprietary right in such property. Further, Consultant agrees to execute any documents or take any action reasonably requested by the Compact to perfect the Compact's ownership of any such property. Consultant further agrees that, to the best of its knowledge, all work created or developed by Consultant will be original and non-infringing.

**5.2 Dissemination of Information.** Consultant shall not disseminate any information, reports, information, data, etc., created, prepared, assembled or obtained in performance or delivery of Services to any third party without the prior written consent of the Compact. Consultant shall not issue publicity, advertising, news releases, grant press interviews or create or distribute social media regarding the Services or the Compact during or after the performance or delivery of the Services without the prior written consent of the Compact.

## SECTION 6                      INSURANCE

Unless waived by the Compact in writing, upon a finding under special circumstances giving rise to minimal liability under this Agreement and risk to the Compact, Consultant shall, at its sole expense, procure and maintain the following insurance:

(a)     Until completion of the Services:

1.   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.

2.   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 the indemnification clause of this Agreement), 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.

3.   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.

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

5.   Professional Liability Insurance covering 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 this Agreement.

6.   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 with minimum coverage limits of \$1,000,000 each occurrence/claim. If coverages are provided on a claims-made basis, any applicable coverage retroactive date shall always be the effective date of this Agreement.

(b) After the Services are complete:

i. Products and Completed Operations for limits of \$1,000,000/occurrence; \$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for three (3) years.

ii. 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 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. 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 Consultant's insurance companies.

Consultant agrees to waive any rights of subrogation against the Compact, the Compact's Customers, Members, and their respective employees, subcontractors, engineers, workers and agents. 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.

Consultant shall not begin rendering Services without first submitting to the Compact the insurance certificate(s) that indicate the coverages required by this Agreement. The insurance certificate(s) shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Consultant and Consultant shall in turn provide at least (thirty) 30 days advance notice of cancellation to the Compact. If the policy expires prior to completion of the Services, Consultant must submit replacement insurance certificate(s) prior to the policy expiration date. Failure to submit new certificates shall result in withholding payments and/or may lead to the termination of this Agreement. Consultant shall be solely responsible for tracking and reporting to the Compact the expiration of the policies shown on the insurance certificate(s) provided.

## **SECTION 7                      INDEMNIFICATION BY CONSULTANT<sup>3</sup> AND DAMAGES FOR BREACH**

**7.1 Indemnification.** To the fullest extent allowed by law, Consultant (and its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) shall indemnify, defend, and hold harmless the Compact, the Members (and all of the respective officials, officers, directors, employees, servants, agents,

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<sup>3</sup> Note to Consultant: In accordance with guidance issued by the Massachusetts Office of Attorney General, the Compact cannot indemnify private parties.

representatives, attorneys, independent contractors, successors and assigns of the Compact and each Member), and all Customers from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, and/or judgments caused by, arising out of, or related to any act or failure to act of Consultant (and/or its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) related to this Agreement, including, but not limited to, any failure on the part of Consultant (and/or its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement on its part to be performed or complied with. Consultant's indemnification obligation includes claims related to the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation. Consultant's indemnification obligation is not limited in any way by the amount or type of damages or compensation payable by the Compact. Consultant agrees to pay all costs relating to indemnification claims, including reasonable attorneys' fees incurred in investigating and responding to claims, within thirty (30) days of receipt of a payment request.

7.2 **Duty to Mitigate.** Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

7.3 **Limitations.** NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Consultant acknowledges that the preceding sentence shall not limit the Compact's rights to seek indemnification from Consultant for consequential, punitive, or incidental damages or other such losses claimed by third parties.

7.4 **No Cap on Consultant's Liability.**<sup>4</sup> Consultant's liability under this Agreement shall not be limited to the value of the Services rendered under this Agreement; further, Consultant's liability shall not be limited by the availability of its insurance coverage.

7.5 **Notice of Claims.** Consultant will provide formal written notice to the Compact in the event that Consultant receives notice of pending or threatened litigation, claims or assessments against the Consultant or the Compact in connection with the Services rendered by the Consultant under this Agreement.

7.6 **Acknowledgment of Joint Powers Entity (JPE) Status.** Consultant understands that the Compact is a governmental entity, specifically a joint powers entity, and that its Members are the governmental units set forth in footnote 1 of this Agreement. Consultant understands and agrees that the Members assume no liability whatsoever for any of the debts and liabilities of the Compact, including, but not limited to, any obligations under this Agreement. Consultant further agrees and covenants that it will not sue or otherwise make any claim against any of the Members for any obligations, debts or liabilities of the Compact that may exist or accrue as a result of its obligations

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<sup>4</sup> Note to Consultant: The Compact does not accept liability caps as a matter of public policy, and the constitutional prohibition on providing private parties with indemnification rights may also apply.



under this Agreement, or any acts or omissions related to the performance of such obligations.

**7.7 Governmental Immunities.** Consultant understands that the Compact is a governmental entity, and certain legal privileges, defenses and remedies are available to it. Nothing in this Agreement shall be construed to waive any of these privileges, defenses or remedies.

## **SECTION 8 CHOICE OF LAW AND DISPUTE RESOLUTION**

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws. Any dispute that arises regarding this Agreement that cannot be resolved by informal negotiations shall be submitted to nonbinding mediation. If the Parties cannot agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. Each Party shall bear its own mediation costs. Injunctive relief may be sought by either Party without resorting to mediation to prevent irreparable harm. Exclusive venue for any judicial proceeding involving a dispute arising from this Agreement shall be Barnstable County Superior Court, Massachusetts. In any judicial action, the “Prevailing Party” shall be entitled to payment from the opposing party of its reasonable costs and fees, including, but not limited to, attorneys’ fees arising from the civil action. “Prevailing Party” means the Party who most substantially prevails in its claims or defenses in the civil action. Consultant shall diligently carry on the Services and maintain the project milestone schedule during any dispute resolution proceedings, unless otherwise agreed to by the Compact in writing.

## **SECTION 9 ASSIGNMENT AND SUBCONTRACTING**

Except as expressly permitted in Exhibit D, none of the Services shall be subcontracted or assigned, in whole or in part, without the prior written approval of the Compact, in its sole discretion. No subcontract or assignment shall relieve or discharge Consultant from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval, and Consultant shall continue to be liable, jointly and severally, with the assignee for the fulfillment of all of the terms and conditions arising under this Agreement subsequent to the assignment. Consultant shall provide prompt notice to the Compact of any such permitted subcontract or assignment, together with the name and address of the assignee, and a copy of the subcontract or assignment instrument.

Consultant agrees that it retains full liability for the acts and omissions of its subcontractors (regardless of whether such subcontractors have been approved by the Compact). In addition, Consultant must ensure that any subcontractor who has been subcontracted, assigned or delegated thirty percent (30%) or more of the Services must abide by all of the terms and conditions of this Agreement, including, but not limited to, insurance requirements. The Compact reserves the right to impose these requirements on subcontractors performing less than thirty percent (30%) of the Services.

## SECTION 10

## CONFIDENTIALITY AND CUSTOMER INFORMATION

**10.1 Confidentiality.** Through the term of this Agreement, the Parties may share certain confidential or proprietary information with each other. The Parties agree not to use this information for any purposes other than as needed to meet their respective obligations under this Agreement and to protect such information to the same standards as each Party holds its own confidential or proprietary information. The disclosure and use of such information shall also be governed by the Mutual Confidentiality and Nondisclosure Agreement March 18, 2022 (attached hereto as Exhibit E), and any subsequent non-disclosure agreements in which the Compact is a party and that involves the Services or obligations under this Agreement. Consultant agrees to submit the acknowledgment form set forth as Exhibit E concurrently with execution of this Agreement.

**10.2 Customer Information.** To the extent Consultant (or its subcontractors or any other party acting by or on behalf of Consultant) is provided or has access to Customer information, the following provisions apply: Consultant warrants and represents that the Consultant and its subcontractors and all other persons or entities having access to the Customer information by or through the Consultant have the appropriate safeguards in place to prevent the disclosure or use of any Customer information received from the Compact or its Customers, and further agrees to use such information solely for the purpose of performing Services for the Compact under this Agreement. Such safeguards shall include, without limitation, security policies, tools and processes restricting access to such Customer information to persons on a need-to-know basis, adequately training and notifying its employees and contractors of the restrictions associated with such information, identifying and correcting any impermissible use or disclosure, and immediately reporting any such use or disclosure. Consultant also agrees to comply with all applicable state, federal and local laws, regulations, codes and policies regarding the protection of Customer information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, G.L. c. 93H and the regulations promulgated thereunder (including, without limitation, the maintenance of a Written Information Security Program in accordance with 201 C.M.R 17.00 et seq.). Upon the request of the Compact, the Consultant shall provide the Compact with detailed information and documentation regarding such safeguards, and with certifications regarding the same by an authorized officer of the Consultant, and the Compact shall have the right to monitor and audit the compliance of the Consultant at any time with the requirements of this provision. All such Customer information shall be returned to the Compact upon the Compact's request (or destroyed if so directed by the Compact), and the Consultant shall retain no copy or other record thereof. Consultant shall give immediate notice to the Compact of any incident that may cause such Customer information to be disclosed or otherwise used in an unauthorized manner. Such notice shall set forth all relevant information regarding the incident, including the specific nature and extent of the disclosure/use, the measures taken and to be taken to retrieve and restore the Customer information and/or to otherwise prevent the unauthorized use or disclosure of the Customer information. Consultant shall, at its sole cost, cooperate fully with the Compact and, as necessary, any law enforcement, regulatory authority, insurance carrier, auditors, attorneys and other parties in the investigation and evaluation of such incident, and shall implement at its sole

cost any remedial measures recommended by any such parties as approved by the Compact. The Customer information shall remain confidential in all circumstances.

## **SECTION 11 MISCELLANEOUS**

**11.1 Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Consultant to:

[insert]

if to the Compact to:

Margaret T. Downey  
Cape Light Compact JPE Administrator  
Cape Light Compact JPE  
261 Whites Path, Unit 4  
South Yarmouth, MA 02664  
mdowney@capelightcompact.org (email)

Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. Either Party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the Party of the obligation to provide notice as specified above.

**11.2 Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral

or written agreements and understandings between the Parties relating to the subject matter hereof. To the extent any of the exhibits to this Agreement contain terms that conflict with the terms set forth in the main body of this Agreement or impose additional obligations on the Compact, the language in the exhibits shall be disregarded and shall be of no force and effect. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

**11.3 Independent Contractor; No Joint Venture.** Consultant will perform all Services under this Agreement as an independent contractor. Consultant understands and agrees that none of its employees are Compact employees by virtue of entering into this Agreement. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Compact and Consultant hereunder are individual and neither collective nor joint in nature.

**11.4 Joint Workproduct; Independent Counsel.** This Agreement shall be considered the workproduct of both Parties hereto. Each Party acknowledges that it has been represented by independent counsel or has had the opportunity to seek counsel in connection with this Agreement and all matters pertinent to it, and each Party waives the benefit of the rules of construction providing that an agreement should be construed against its drafter. Notwithstanding the foregoing, Consultant agrees that if Exhibit A (Services) is primarily drafted by Consultant, any ambiguous terms contained therein shall be construed against Consultant.

**11.5 Waiver.** No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

**11.6 Records; Audit.** Consultant shall maintain books, records, and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under this Agreement. Consultant agrees that the Compact may audit Consultant's books, records, and other compilations of data associated with the performance of this Agreement to ascertain that the payments requested by Consultant represent the value of the Services. All records shall be kept for a period of seven (7) years commencing on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the retention period, all records shall be retained until the completion of the action and resolution of all issues resulting therefrom, or until the end of the retention period, whichever is later.

**11.7 Solicitation.** Consultant shall not solicit work from a Customer for two (2) years following termination of this Agreement for any reason, unless Consultant can prove that it has a pre-existing relationship with such Customer. For purposes of this section, "pre-existing relationship" means a relationship pursuant to which Consultant performed services for the

Customer prior to performing services for that Customer under an energy efficiency services program run by the Compact, NSTAR Electric Company d/b/a Eversource Energy, or any other utility. Consultant may directly perform services for a Customer if such Customer has solicited Consultant. Consultant shall not engage in targeted solicitations using Customer information obtained as a result of its performance of the Services or otherwise related to this Agreement. The prohibitions in this section shall not apply to general marketing campaigns of Consultant.

11.8 **Headings and Captions.** The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing this Agreement.

11.9 **Political Activity Prohibited.** None of the Services to be provided by Consultant hereunder shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or in connection with any referendum question or legislative or grass-roots lobbying activities.

11.10 **Anti-Boycott Warranty.** Consultant hereby warrants that, during the term of this Agreement, neither it nor any “affiliate of the Consultant,” as hereafter defined, shall participate in or cooperate with an international boycott, as defined in 26 U.S.C.A. §999 (b) (3) and (4), or engage in conduct declared unlawful by G.L. c. 151E, §2. An “affiliate of the Consultant” shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by Consultant, or by a person or persons or business entity or entities that directly or indirectly own at least 51% of the ownership interests of Consultant.

11.11 **Non-Discrimination in Employment and Affirmative Action.** Consultant shall take affirmative action to ensure that its employees, and any member of the public eligible for service under the Energy Efficiency Plan, are treated without regard to race, color, sex, marital status, sexual orientation, age, religion, national origin, ancestry, handicap, disability, or veteran status. Consultant agrees to comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and in public accommodations.

11.12 **Procurement Process.** This Agreement is intended to be a contract for “energy” and/or “energy related services” within the meaning of G.L. c. 30B, §1(b)(33) and therefore this Agreement is exempt from the competitive procurement procedures set forth in G.L. c. 30B. If applicable, it shall be the Compact’s obligation to comply with submission and reporting requirements of G.L. c. 30B, §1(b)(33). If this Agreement was procured under G.L. c. 30B, EE Vendor represents that it has provided all certifications required by such statute, or will provide them concurrently with execution of this Agreement, including the certificates set forth in Exhibits F and G attached hereto.

11.13 **Third-Party Beneficiaries.** Each Member is an intended third-party beneficiary of this Agreement, entitled to the full rights of this Agreement.

11.14 **Savings Clause.** If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

11.15 **Further Assurances.** From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the other in order to effectuate the purposes and to carry out the terms of this Agreement.

11.16 **Survival of Obligations.** Termination of this Agreement for any reason shall not relieve either Party of any obligation accrued or accruing prior to such termination. In addition, the terms of Section 7 (Indemnification) and Section 8 (Dispute Resolution) and any other term that by its nature should survive, shall survive the expiration or termination of this Agreement.

11.17 **Counterpart Execution; Scanned Copy.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

11.18 **Diversity Certification.** Consultant will provide the information requested on Exhibit H and will provide updated diversity information during the term of Agreement upon request by the Compact.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the effective date first above written.

**CONSULTANT**

**CAPE LIGHT COMPACT JPE**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Margaret T. Downey  
Cape Light Compact JPE Administrator &  
Chief Procurement Officer

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Date

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Date

## **LIST OF EXHIBITS**

- Exhibit A - Services
- Exhibit B - Background Check Policy
- Exhibit C - Compensation
- Exhibit D - Pre-approved Subcontractors
- Exhibit E - Mutual Confidentiality and Nondisclosure Agreement dated March 18, 2022 and  
NDA Acknowledgment
- Exhibit F - Tax Compliance Certification
- Exhibit G - Certificate of Non-Collusion
- Exhibit H - Diversity Certification



## **EXHIBIT A SERVICES**

[The scope of Services developed, negotiated and finalized during the RFP or other procurement process should be attached as Exhibit A along with the two provisions set forth below.]

xx. ***Definitions.*** Any terms not defined in this Exhibit shall have the meanings assigned to them in the Agreement.

xx. ***Conflicts with Agreement.*** In the event of a conflict between the terms in this description of services and the terms of the Agreement, the terms of the Agreement shall control.

## **EXHIBIT B BACKGROUND CHECK POLICY**

### *REQUIREMENTS FOR CONSULTANT EMPLOYEE AND SUBCONTRACTOR BACKGROUND CHECKS*

The requirements set forth below shall apply to any services to be performed by Consultant under the Agreement. The individuals who will perform the services under the Agreement, including employees, principals, and subcontractors are referred to herein as “Consultant Employees.”

These requirements for background checks represent the minimum requirements for Consultant, to be undertaken at Consultant’s expense. Additional requirements may be deemed appropriate by the Compact or Consultant, or may be required by law, regulation, or other bodies having jurisdiction over the services or Consultant. Consultant must comply with any such additional requirements as are known or should reasonably be known by it.

To the extent Consultant finds that any background check requirements are in conflict with State or Federal statutes, collective bargaining agreements, or other issues that would prohibit compliance, Consultant should notify the Compact so that Consultant and the Compact may discuss appropriate resolution of the issue.

Consultant must complete a background check before any Consultant Employee begins work under the Agreement, whether brought on at the outset of the Agreement or at any other point in the Agreement term. A Consultant Employee may only begin work under the Agreement in advance of the completion of background checks with the written approval of the Compact setting forth the number of calendar days for such allowance.

Consultant must be able to evidence that it has verified the identification of all Consultant Employees working for the Compact and that all such individuals are legally eligible to work in the country where the services are to be performed.

Consultant must ensure that all Consultant Employees working under the Agreement are subjected to a criminal history background check. Such checks must be conducted on all names, including alias names that are provided or developed, and include County, State and Federal checks based on jurisdictions of work and residence for the past seven (7) years, as well as international jurisdictions, if available. All checks must include both misdemeanors and felonies. If the Consultant has had a pre-employment criminal history check process in place and can provide documented evidence to the Compact that Consultant Employees working under the Agreement have been subjected to equivalent criminal history check, then additional checks are not necessary. If Consultant Employee has a felony or misdemeanor criminal record, the Compact reserves the right, in accordance with Section 2.4 (Staffing; Background Checks) of the Agreement, to require Consultant to remove such Consultant Employee from the work site. If at any time during the term of the Agreement, Consultant becomes aware of information concerning a criminal conviction of Consultant Employee that would fit the above criteria for

reporting to the Compact, Consultant shall forward this information to the Compact and the Compact shall determine whether to remove the Consultant Employee from the work site.

All Consultant Employees required to operate a motor vehicle in conjunction with services provided to the Compact must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Consultant-owned or leased vehicles and the Compact's owned/leased vehicles. If applicable, a motor vehicle driving record check to include a commercial driver license search must be annually conducted by Consultant to validate this requirement.

Consultant must maintain a record of all background checks completed in accordance with these requirements and correspondence with the Compact regarding background checks performed during the term of the Agreement and shall make all such records available to the Compact upon reasonable notice.

If it is determined at any time during the term of the Agreement that Consultant Employee performing services for the Compact does not meet the background qualifications set forth above, or has falsified a document that is or was part of the background check, Consultant shall immediately notify the Compact. The Compact will determine if the Consultant Employee should be removed from the work site.

In the event Consultant would like to utilize Consultant Employee to provide services under the Agreement despite adverse findings from any background check performed in accordance with these requirements, Consultant must submit a request in writing to the Compact, or its designee. The Compact shall evaluate all relevant background information and, in its sole discretion, shall make a determination whether the Consultant Employee should be allowed to perform services under the Agreement, and shall provide its determination in writing to Consultant.

The Compact reserves the right to perform, at its sole cost, audits of Consultant's background check program and records for any Consultant Employee performing services under the Agreement.

The Compact reserves the right to revise these requirements at any time during the term of the Agreement, which Consultant must comply with. Any revisions to these requirements will be provided in writing to Consultant.

Upon written request of Consultant, the Compact, in its sole discretion, may provide Consultant with a written modification or waiver of any of any of the background check requirements marked above.

**EXHIBIT C**  
**COMPENSATION**

**EXHIBIT D**  
**PRE-APPROVED SUBCONTRACTORS**

## **EXHIBIT E**

### **Mutual Confidentiality and Nondisclosure Agreement March 18, 2022**

#### **NDA ACKNOWLEDGMENT**

I hereby certify my understanding that the Confidential Information, as that term is defined in the Mutual Confidentiality and Nondisclosure Agreement March 18, 2022 (the “NDA”), is being provided to me pursuant to the terms and restrictions of the NDA. I also certify that I have been given a copy of the NDA, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the NDA, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a consultant or contractor of the Cape Light Compact JPE ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the NDA, and I shall continue to be bound by the terms and conditions of the NDA.

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

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

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

Organization: \_\_\_\_\_

**EXHIBIT F**  
**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

TAXPAYER ID: \_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

**EXHIBIT G**  
**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that the bid or proposal it submitted in response to the RFP was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

---

Signature of individual submitting bid or proposal

---

Consultant Name



**EXHIBIT H  
DIVERSITY CERTIFICATION**

**1. Has Consultant been certified by the Massachusetts Diversity Office (SDO) as one of the following:**

Minority (MBE) business	Y / N
Women (WBE) business	Y / N
Portuguese (PBE) business	Y / N
Veteran (VBE) business	Y / N

If yes, please confirm that Consultant is listed in the Commonwealth of Massachusetts Directory of Certified Businesses on the SDO's website, or provide other evidence of certification. Y / N

**2. Has Consultant been certified by any of the following certain third party organizations recognized by the SDO as providing valid diversity certifications?**

Greater New England Minority Supplier Development Council (GNEMSDC)	Y / N
Center for Women & Enterprise (CWE) (New England - WBENC)	Y / N
City of Boston	Y / N
VetBiz/U.S. Department of Veterans Affairs	Y / N
NGLCC - National LGBT Chamber of Commerce	Y / N
Disability: IN (formerly The US Business Leadership Network-USBLN)	Y / N

If yes, please confirm that Consultant is listed in the Commonwealth of Massachusetts Directory of Certified Businesses on the SDO's website, or provide other evidence of certification. Y / N

**3. Is Consultant federally certified as a Disadvantaged Business Enterprises (DBE)?** Y / N

If yes, please confirm that Consultant is listed in the Commonwealth of Massachusetts Directory of Certified Businesses on the SDO's website, or provide other evidence of certification. Y / N

**4. Please provide any other pertinent information related to diversity certification (e.g., Consultant is in the process of applying for one or more of the above certifications):**

## **ATTACHMENT C**

### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that the bid or proposal it submitted in response to the RFP was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

---

Signature of individual submitting bid or proposal

---

Proposer Name/Title

**ATTACHMENT D**

**FORM OF CONFIDENTIALITY**

## CONFIDENTIALITY AGREEMENT

between  
THE CAPE LIGHT COMPACT JPE  
and

\_\_\_\_\_ [Company]

This CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into by and between the Cape Light Compact JPE, a joint powers entity organized pursuant to G.L. c. 40, §4A ½ and the organizational successor to the Cape Light Compact (the “Compact”) and \_\_\_\_\_, a \_\_\_\_\_ **[insert jurisdiction and state of organization]** (the “Company”), and is effective as of the date of execution by the Company as set forth below.

WHEREAS, pursuant to G. L. c. 40, §4A ½, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and Dukes County (collectively, the “Members”) entered into a joint powers agreement to organize and act collectively as the Compact;

WHEREAS, the Compact issued a request for proposals for energy-related services in August of 2022 (the “RFP”);

WHEREAS, the Compact, for itself and for its Members, desires to supply certain confidential information to the Company so that the Company may submit a proposal in response to the RFP;

WHEREAS, the Company may also disclose certain confidential information in its proposal; and

WHEREAS, the parties desire to maintain the confidentiality of such information to the greatest extent allowed by law.

NOW THEREFORE, the parties hereby agree and state as follows:

1. *Confidential Information.* The term “Confidential Information” means all trade secrets or confidential, competitively sensitive or other proprietary information provided by either party in connection with the RFP and/or the execution or performance of the related contract that the parties may enter into (the “Energy Activity”), whether disclosed directly or indirectly, in writing or orally, and which, if in tangible form, is marked by the disclosing party with the words “Confidential” or “Proprietary” or marking of similar import, or if disclosed orally, is identified as confidential at the time of disclosure and in a written notice delivered to the receiving party promptly following disclosure. Confidential Information does not include:

- (i) information already in the possession of the receiving party at the time of disclosure by the disclosing party, as long as such information was not provided by the disclosing party;

(ii) information that is now or later becomes publicly available, unless such information becomes publicly available as a result of any action or inaction on the part of the receiving party;

(iii) information received by the receiving party from a third-party, unless such third-party was under a duty of confidentiality with respect to such information;

(iv) information for which disclosure is required under the Massachusetts Public Records Act, including, without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10, or the Massachusetts Open Meeting Law, M.G.L. c. 30A §§18-25; or

(v) information that is not designated or identified by the disclosing party as “Confidential” or “Proprietary” at the time of its initial submission. Such information shall be presumptively subject to disclosure under the Public Records Act.

2. *Use of Confidential Information.* The parties shall use the Confidential Information exclusively in connection with the Energy Activity. Each party shall receive all Confidential Information in strict confidence and shall protect the Confidential Information against disclosure using the same degree of care, but no less than a reasonable degree of care, that each party uses to protect its own confidential information.

3. *Disclosure to Third-Parties.* The receiving party agrees that it will not disclose any Confidential Information to any third-party without the prior written consent of the disclosing party. After having obtained the written consent of the disclosing party, the receiving party agrees that it will: (i) advise the third-party of the terms of this Agreement; (ii) advise such party that it will be bound by the terms of this Agreement; and (iii) have such party execute a Non-Disclosure Certificate in the form attached to this Agreement as Exhibit A. The receiving party may disclose Confidential Information only to consultants and contractors and other agents of the receiving party who execute Non-Disclosure Certificates.

4. *Ownership of Confidential Information; No Implied License or Warranty.* Each party acknowledges that it has no ownership or proprietary rights in the disclosing party’s Confidential Information, and that the Confidential Information is the sole property of the disclosing party. Nothing in this Agreement will be construed as granting as rights to the receiving party by license or otherwise, to any of the disclosing party’s Confidential Information, except as specifically stated in this Agreement. Neither party makes any warranty or guaranty as to the accuracy of Confidential Information disclosed hereunder, nor is any assurance provided that Confidential Information is fit for any particular intended use or purpose. Each party shall rely on Confidential Information only at its own risk.

5. *Notes, Copies and Abstracts.* To the extent necessary to carry out the Energy Activity, the receiving party may make notes, copies or abstracts of the Confidential Information, provided that all such notes, copies and abstracts themselves are marked as confidential and provided that the receiving party maintains a written record of the distribution of all such copies and abstracts.

6. *Return of Confidential Information.* Within fourteen days of receiving notice that it is not the winning bidder/respondent, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If the Company is the winning bidder/respondent, within fourteen (14) days after the Company has ceased to provide services to the Compact, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If requested in writing, the Compact will return any Confidential Information received from any bidder/respondent (including the winning bidder/respondent), upon expiration of the relevant document retention period under Massachusetts Law. Each party agrees that upon the return of the Confidential Information, it shall continue to be bound by the terms of this Agreement.

7. *Scope of Agreement.* This Agreement is binding upon the employees, officers, directors, agents, representatives, attorneys, contractors and consultants and affiliates of each party. The Company understands and agrees that certain Confidential Information disclosed by the Compact may be owned by its Members and that the Compact is disclosing such information in its role as agent for the Members. The Company understands and agrees that such information shall be entitled be treated as Confidential Information under this Agreement.

8. *Consent of the Disclosing Party.* As to any instance under this Agreement whereby the receiving party is required to obtain the consent of the disclosing party prior to taking certain actions, the disclosing party reserves the right to withhold consent for any reason.

9. *Term.* This Agreement shall become effective when executed by both parties and shall continue in effect until either: (i) in the event that the Company is the successful bidder/respondent, two (2) years after the Company has ceased to provide services to the Compact, or until sooner terminated by the written agreement of both parties hereto, or (ii) the event that the Company is not the successful bidder/respondent, two years after termination of the solicitation process. The obligations of confidentiality contained herein shall survive and continue following the expiration or termination of this Agreement, unless otherwise agreed to in writing by both parties hereto.

10. *Required Disclosures.* Anything in this Agreement to the contrary notwithstanding, the receiving party may disclose Confidential Information to the extent that it is required to do so by law, a court, or other governmental or regulatory authorities; provided, however, that the receiving party shall give the disclosing party written notice of such a required disclosure prior to making such disclosure so that the disclosing party may seek a protective order or other relief with respect to such Confidential Information, and shall limit the disclosure to the minimum required to comply with the law, court order, or governmental or regulatory authority. The Company acknowledges that the Compact and its Members are subject to public records laws, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §, and the Massachusetts Open Meeting Law, M.G.L. c. 30A §§18-25.

11. *Representations and Warranties.* The Compact hereby represents and warrants to the Company as follows: (i) the Compact shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Compact enforceable in accordance with its terms; and (iii) the Compact has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The Company hereby represents and warrants to the Compact as follows: (i) the Company shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms; and (iii) the Company has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The representations and warranties contained in this Agreement shall survive execution and delivery of this Agreement.

12. *Governing Law; Enforcement.* The validity, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. The parties agree that venue for judicial enforcement of this Agreement shall be Barnstable County Superior Court. The parties acknowledge and agree that the extent of damage to the disclosing party in the event of a breach by the receiving party of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there may be no adequate remedy at law available to the disclosing party. The parties therefore agree that, in the event of such breach, the disclosing party, in addition to receiving damages for breach, shall be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief.

13. *Notices.* Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service, with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid and addressed as follows:

FOR THE COMPACT:

Margaret T. Downey, Administrator  
Cape Light Compact JPE  
261 White's Path  
South Yarmouth, MA 02664  
(508) 375-6636 (phone)  
mdowney@capelightcompact.org (email)

FOR THE COMPANY:

**[insert contact information]**

With a copy to:

**[insert contact information]**

Either party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the party of the obligation to provide notice as specified above.

14. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party to insist upon strict compliance with any term of this Agreement shall be deemed a waiver of such term. No waiver or relinquishment of any right under this Agreement at any one or more times shall be deemed as a waiver or relinquishment of such power or right at any other time.

15. *Assignment; Successors and Assigns.* No party may assign any of its rights or delegate any of its obligations under this Agreement to any third-party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both parties hereto.

17. *Further Agreements.* Nothing contained in this Agreement shall be deemed, by implication or otherwise, to convey to the receiving party any rights in any Confidential Information, nor shall this Agreement be deemed a commitment of any kind by the Compact or the Company to enter into any further agreements with respect to any Confidential Information.

18. *Severability.* If any of the provisions of this Agreement shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect the validity or enforceability of any other provision of this Agreement to the maximum extent permissible by law.

19. *No Joint Venture.* Nothing in this Agreement is intended or shall be deemed to make the Compact a partner or joint venturer of the Company.

20. *Counterpart Execution; Scanned Copy.* This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FOR THE COMPACT:

FOR THE COMPANY:

\_\_\_\_\_  
Name: Margaret T. Downey  
Title: Cape Light Compact JPE Administrator

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

## NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and the [Company] dated \_\_\_\_\_, 2022 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a \_\_\_\_\_ of s[the Company] ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT E**  
**PROPOSAL CHECKLIST**

Proposer has submitted the following as part of its Proposal:

- \_\_\_ 1. Cover letter with signature. [Article VI A and K]
- \_\_\_ 2. Statement that the Proposal is submitted in accordance with this RFP, and that Proposer has read and understands all sections of the RFP. [Article VI A]
- \_\_\_ 3. General background information. [Article VI B]
- \_\_\_ 4. Company profile. [Article VI B]
- \_\_\_ 5. Four background statements. [Article VI B]
- \_\_\_ 6. Identification of Project staff and assigned roles. [Article VI C]
- \_\_\_ 7. Resumes for key staff. [Article VI C]
- \_\_\_ 8. Organizational capacity. [Article VI C]
- \_\_\_ 9. Resumes and qualifications of subcontractors or consultants. [Article VI C]
- \_\_\_ 10. Schematic diagram. [Article VI C]
- \_\_\_ 11. Proposed plan/approach. [Article VI D]
- \_\_\_ 12. Proposed edits to Scope of Work. [Article VI D]
- \_\_\_ 13. Statements regarding related experience. [Article VI D]
- \_\_\_ 14. Pricing (including rates for out of scope work). [Article VI E]
- \_\_\_ 15. References. [Article VI F]
- \_\_\_ 16. Redlined Contract or Contract acceptance letter. [Article VI G]
- \_\_\_ 17. Diversity certification documentation. [Article VI H]
- \_\_\_ 18. Certificate of Non-Collusion. [Attachment C]
- \_\_\_ 19. Confidentiality Agreement [Attachment D]

- \_\_\_ 19. Checklist (this document). [Attachment E]
- \_\_\_ 20. Other from Specific Qualifications. [Article IV]
- Minimum of two (2) similar projects or equivalent experience during the past five (5) years in Massachusetts.
  - An understanding of data needs of energy efficiency organizations and be able to provide a full range of services to address the data system needs of the Cape Light Compact.
  - Secure means to capture all the data and ensure protection of customer privacy.
  - Ability to “house” all of the data and files from 2001 to present and will assist with the Compact’s historical data load.
  - Ability to provide a responsive system that is available 24/7, have back-up according to industry standards, and provide post-implementation Customer Support during the Compact’s business hours, including a toll-free number and on-line Help Desk services.
  - Provide a “cloud-based” solution that can be utilized by authorized users including staff, consultants, and vendors that can be accessed remotely.
  - Provide a “cloud-based”, Secured FTP (SFTP) site, that can be utilized by authorized users including staff, consultants, and vendors.
  - Implement and maintain an internal Unit Test (UT) environment for use by the Proposer’s design / development team to test program configuration, customizations, and new features.
  - Provide a User Acceptance Test (UAT) environment, separate from the UT and Production environments, to support Compact testing of releases prior to implementation, including UAT data refresh using Production data, as needed.
  - Provide on-going System Maintenance to resolve bugs or add functionality beyond the Scope of Work.

**APPENDIX A - CONFIDENTIAL AND PROPRIETARY INFORMATION TO BE PROVIDED TO EACH  
PROPOSER UPON SUBMISSION OF A SIGNED CONFIDENTIALITY AGREEMENT**