

CAPE LIGHT COMPACT JPE

REQUEST FOR PROPOSALS

SECTION 1. GENERAL OVERVIEW

A. Background

The Cape Light Compact JPE (the “Compact”) is a regional energy services governmental organization comprised of and serving the 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, §4A½ 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 and Decarbonization Plan approved pursuant to M.G.L. c. 25 §§19, 21 which is periodically updated and approved by the Massachusetts Department of Public Utilities (the “Plan”).

Through this Request for Proposals (“RFP”), the Compact, on behalf of the Massachusetts Program Administrators (“PA”) under the name of Mass Save®, which is a collaborative of Massachusetts’ electric and natural gas utilities and energy efficiency service providers including Berkshire Gas, Cape Light Compact, Eversource, Liberty, National Grid, and Unitil. The Sponsors of Mass Save seek a third-party consultant (“Consultant”) to support the Plan Review Committee (a subcommittee of PA staff that are charged with leading the planning coordination) in development of the 2028-2030 Three-Year Energy Efficiency Plan. The Plan Review Committee is being convened by the PAs on a short-term basis to support development of the 2028-2030 Plan.

The Plan Review Committee is responsible for:

- Developing and providing guidance on the planning process to the Management Committees (these committees are generally sector based and manage the coordinated efforts)—as approved by the Leads (the designated lead decision makers for each PA),
- Developing a plan outline and assigning point people to draft sections of the plan—in consultation with the Management Committees and as approved by the Leads,
- Developing a detailed timeline for drafting the plan that is consistent with regulatory and statutory deadlines and provides sufficient time for PA Leads review,
- Organizing and facilitating planning offsites,
- Reviewing drafts of the plan for consistency,

- Ensuring drafts of the plan are ready for PA Leads review, and
- Facilitating sign-off of the PA Leads on the Plan.

The Consultant is expected to support the Plan Review Committee to deliver the best possible 2028-2030 Plan.

B. Project Overview/Description of Services

The Compact’s Chief Procurement Officer hereby requests proposals from qualified professionals to provide services to help the Committee create the plan development timeline, develop guidance documents, organize offsites, engage with the Management Committees to ensure that initial and subsequent drafts are ready for Plan Review Committee review, and closely manage the timeline to ensure that plan development remains on track. The Plan will look similar to past plans, which can be found here: <https://ma-ecac.org/plans-updates/> .

It is expected that the Management Committee chairs will assign out initiatives based on the Plan outline to PA staff for development of detailed offerings. Initiatives and offerings will be developed at one or more offsite meetings using a template deck and guidance that will be developed by the Plan Review Committee. PA Leads will review and sign-off on the initiatives and offerings.

Following Leads sign-off, the Management Committees will oversee development of detailed chapter outlines and narrative drafts. The Management Committees will be provided with a template for chapter outlines, which will be developed by the Plan Review Committee, with the help of the Consultant. Detailed chapter outlines will be due in mid-November, 2026 and a draft narrative chapter will be due in mid-December, 2026. A more detailed schedule will be set up by the Plan Review Committee for successive rounds of review and revision.

See Attachment A to this RFP for more details on the Project and description of Services 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 encourages submission of proposals that incorporate participation by diverse and small business enterprises in as many aspects of the Project as possible. In issuing this RFP, the Compact reviewed the Massachusetts Supplier Diversity Office’s list of certified businesses to identify potential Proposers.

SECTION 2. RFP SCHEDULE AND RELATED MATTERS

A. RFP Schedule

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

May 26, 2026	Publication of RFP advertisement
May 26, 2026	RFP issued

June 8, 2026	Written inquiries due
June 11, 2026	Responses to inquiries posted
June 29, 2026	Proposals due by 1:00 PM ET
Week of July 6, 2026	Interviews scheduled, if necessary
July 15, 2026	Vendor selected
August 3, 2026	Kick-off meeting
August 3, 2026	Project implementation commences

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. Requests for clarification or interpretation must specifically reference the relevant RFP section number, unless such request is of general application (in which case the request for clarification should so note). 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. Interviews

The Compact may elect to interview Proposers in person or via Zoom teleconference. In the event that the Compact elects to do so, interviews shall be given to the top three (3) Proposers ranking highest in comparative evaluation criteria as set forth in this RFP. The Compact strongly recommends that the key staff designated in its Proposal represent the Proposer at the interview.

D. Notification of Contract Award

All Proposers will be notified of the contract award decision within 30 days of the date Proposals are due to the Compact unless otherwise notified by the Compact. In no case will the award be made beyond forty-five (45) days unless Proposer agrees to extend the period of time for which its Proposal is valid.

If a contract is not executed by the chosen Proposer by August 15, 2026, the Compact reserves the right to negotiate with alternative Proposer(s) in order to execute contracts by August 28, 2026.

SECTION 3. 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.

SECTION 4. 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.

- A minimum of having successfully delivered at least two (2) similar projects or equivalent experience during the past five (5) years in Massachusetts.
- The Proposer's project staff must be able to attend virtual meetings and in-person meetings upon request.
- Experience working with the Mass Save[®] program or other statewide energy efficiency programs.
- Experience with the regulatory environment and requirements for energy efficiency programs in Massachusetts.
- The Proposer does not have a conflict of interest. Specifically, the proposer does not currently have a contract for the PAs or any EEAC Council members that are directly related to energy efficiency programs.

SECTION 5. CONTRACT

The Compact's Vendor Services Agreement (the "VSA") is set forth as Attachment B to the RFP. The Compact reserves the right during contract negotiations to expand, modify, supplement and/or add to the VSA. Other PAs may add this scope of work to existing master service agreements, if applicable.

The VSA has a term of two (2) years with an option to extend for 1 year.

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

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

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

Insurance. Vendor will obtain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate, such other insurance as is customary in Vendor's industry, and such other insurance as may be specified by the Compact. The Compact reserves the right to impose other insurance related requirements on Vendor as it deems necessary.

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

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

Assignment/Subcontracting. Each Proposer acknowledges that if selected by the Compact to perform the requested services, it will be based upon the Proposer's demonstrated expertise and experience. Proposers will not be permitted to assign, subcontract or otherwise transfer the VSA in whole or in part without the prior written consent of the Compact, which the Compact may, in its sole discretion, approve or deny for any reason.

Services Exhibit. The Services exhibit to this RFP will be attached to the VSA as an exhibit. Changes will not be permitted. Questions on the description of Services shall be submitted in accordance with Section 2(B) above so that the Compact can determine if an RFP addendum is required.

If a Proposer believes that a mandatory VSA 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 VSA that it would like to modify, and submit with its Proposal all requested edits to the VSA.

Proposers may not submit their own standard contract forms as responses to this RFP.

SECTION 6. NON-PRICE PROPOSAL FORMAT AND CONTENTS

A. Cover Letter and Signature

Proposer must submit a cover letter which includes its business name(s), address and telephone number, signed by someone authorized to sign such documents. Proposer must acknowledge RFP addenda, if any. All Proposals 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.

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

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 Proposer or any affiliate has commenced, or has been forced into, any insolvency proceeding within the last five (5) years; (ii) statement as to whether Proposer or any affiliate has been subject to any litigation in the last five (5) years; (iii) statement as to whether Proposer or any 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 Proposer or any affiliate within the last five (5) years. For each event of litigation, investigation or consumer complaint, please provide an explanation.

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 its 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 (1) 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 VSA.
5. Proposer must provide a schematic diagram showing organizational overview including identification of key staff and any supporting vendors or subcontractors, if applicable.

D. Related Experience

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

1. Number of multiorganizational projects facilitated by the consultants
2. Experience working with the Mass Save[®] program or other statewide energy efficiency programs.
3. Familiarity with Massachusetts Three-Year Energy Efficiency Planning Process

E. 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.

F. Redlined Contract or Contract Acceptance Letter

Proposer must provide a redlined Microsoft Word version of any requested changes to VSA set forth in Attachment B. It may not request changes to the non-negotiable provisions listed in Section 5. If Proposer is not requesting any changes to the VSA, it should submit a letter to the Compact with its Proposal stating that it accepts all of the terms and conditions of the VSA as set forth in this RFP.

G. Supplier Diversity

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

Proposers are required to submit business diversity certification information in their Proposals. See Attachment C.

H. Ancillary Documents

Proposer must have signed the Certificate of Non-Collusion (see Attachment D), and all other required Proposal forms (including the Proposal Checklist set forth in Attachment F), and have included them in the Proposal.

I. Other

Proposer may submit any other information it considers relevant for the purpose of evaluating its qualifications for the Project.

Please indicate whether the Proposer has an existing Master Service Agreement (MSA) or similar with any of the other PAs.

SECTION 7. SEPARATE PRICING PROPOSAL

Proposals must include a pricing proposal (“Pricing Proposal”) to be submitted separately as set forth in Section 8(A). A pricing schedule for each scope being proposed, with all labor, overhead, travel, and other direct costs associated with the services must be submitted. All general and administrative costs must be included in hourly labor rates and direct expenses. These terms apply to subcontractor costs as well. Proposer must submit a budget proposal for each of the enumerated scopes, including, but not limited to, all labor, materials, and other direct costs for all the services and deliverables to be provided under this RFP.

Pricing Proposals must state if the pricing schedule would remain in effect should the Compact elect to extend the VSA. 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).

The pricing proposal should use the following template:

	Task	Estimated Total Hours	Estimated Cost by Task
1	Develop Detailed Planning Timeline		
2	Planning Guidance		
3	Develop and Facilitate Planning Offsites		
4	Proposal Refinement		
5	Plan Drafting		
6	Draft Revisions		
7	Attend Regular Team Calls		
8	Revise Internal Draft based on EEAC comments		
9	Final Program Sections Drafted and Delivered		
	Total		
	Total Plus Travel Costs		

The estimated charges will be based on the actual hours worked according to the hourly rates noted below. The maximum not to exceed cost for this SOW (excluding ad hoc activities) is \$[please insert value]

Position	Hourly Rate
Lead	\$XXX
Advisor	\$XXX
Analyst	\$XXX
Copy Editor	\$XXX

SECTION 8. SUBMISSION PROCEDURES

A. Number of Copies and Format

The Proposal must be submitted as an electronic file in pdf format without the Pricing Proposal component.

The Pricing Proposal must be submitted as a separate email with electronic file in pdf or excel format and it must be clearly designated as the Pricing Proposal.

B. Proposal Due Date and Labeling

The Proposal and the Pricing Proposal must be received via email to the Compact within the time set forth in Section 2 of this RFP. Proposals and Pricing Proposals must be emailed separately and marked as follows:

Email Title: [Proposer's Name] 2028-2030 Plan Support Non-Price Proposal
[Proposer's Name] 2028-2030 Plan Support Pricing Proposal

Delivered to: msong@capelightcompact.org

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 Section 2. Corrections or modifications must be 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 Section 2 will be deemed non-responsive and will not be opened. Unopened Proposals will be returned to Proposers.

E. Offer to Provide Services

Proposer understands and agrees that its Proposal to the Compact to provide services will remain valid for 60 days past the submission deadline.

TEMPLATE SECTION 9. SELECTION PROCESS

A. Minimum Comparative Evaluation Criteria

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

1. Satisfaction of all qualifications set forth in Sections 3 (General Qualifications) and 4 (Specific Qualifications).
2. Timely submission of the Proposal.
3. Inclusion of all required forms and documentation.
4. Compliance with the terms and conditions required in this RFP.

The Chief Procurement Officer will review all Proposals to ensure minimum requirements are met. Proposals that meet all of the minimum requirements set forth in this RFP will be further reviewed and evaluated according to the specific comparative evaluation criteria enumerated in this RFP.

Proposals which are incomplete, conditional or obscure, will be rejected. No award will be made to any Proposer who cannot satisfy to 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.

B. Comparative Evaluation Criteria

In addition to the minimum threshold criteria, each Proposal will be further evaluated and rated solely on the basis of the comparative evaluation criteria using the following scale: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable. The specific comparative evaluation criteria to be used in connection with this RFP is set forth in Attachment E.

C. Justification for RFP Method and Contract Award

The Compact has determined that the RFP process is appropriate for this procurement because the Compact must consider qualitative factors (including Proposer's experience and technical approach) when evaluating Proposals. These factors cannot be fairly and properly assessed through a sealed-bid process.

The Chief Procurement Officer shall award the contract to the Proposer offering the most advantageous proposal, taking into consideration all quality requirements and comparative criteria set forth in this RFP as well as the Pricing Proposal. The Chief Procurement Officer

shall award the VSA by written notice to the selected Proposer within the time for acceptance specified in this RFP. The parties may extend the time for acceptance by mutual agreement.

D. Minor Informalities

The Compact will waive minor informalities when awarding the VSA in accordance with G.L. c. 30B, §2. The Compact may also allow a Proposer to correct minor informalities if doing so is in the Compact's best interest and if the correction will not prejudice other Proposers.

SECTION 10. CONFIDENTIALITY/RETENTION OF RFP PROPOSALS

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 VSA, 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 M.G.L. c. 4, §7, cl. 26 and the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§18-25. 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.

TEMPLATE SECTION 11. MISCELLANEOUS

A. 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 the Services and must obtain all permits required and must pay all expenses for same.

B. 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 Services
ATTACHMENT B	Vendor Services Agreement
ATTACHMENT C	Diversity Certification Information
ATTACHMENT D	Certificate of Non-Collusion
ATTACHMENT E	Comparative Evaluation Criteria
ATTACHMENT F	Proposal Checklist

ATTACHMENT A

2028-2030 Plan Development Support Scope of Work

The Massachusetts Program Administrators (PAs)¹ seek a third-party consultant (“Consultant”) to support the Plan Review Committee (a subcommittee of PA staff that are charged with leading the planning coordination) in development of the 2028-2030 Three-Year Energy Efficiency Plan. The Plan Review Committee is being convened by the PAs on a short-term basis to support development of the 2028-2030 Plan. The Plan Review Committee is responsible for:

- Developing and providing guidance on the planning process to the Management Committees (these committees are generally sector based and manage the coordinated efforts)—as approved by the Leads (the designated lead decision makers for each PA),
- Developing a plan outline and assigning point people to draft sections of the plan—in consultation with the Management Committees and as approved by the Leads,
- Developing a detailed timeline for drafting the plan that is consistent with regulatory and statutory deadlines and provides sufficient time for PA Leads review,
- Organizing and facilitating planning offsites,
- Reviewing drafts of the plan for consistency,
- Ensuring drafts of the plan are ready for PA Leads review, and
- Facilitating sign-off of the PA Leads on the Plan.

The Consultant is tasked with helping the Committee create the plan development timeline, develop guidance documents, organize offsites, engage with the Management Committees to ensure that initial and subsequent drafts are ready for Plan Review Committee review, and closely manage the timeline to ensure that plan development remains on track. An initial outline for the Plan has been developed and is attached.

It is expected that the Management Committee chairs will assign out initiatives based on the Plan outline to PA staff for development of detailed offerings. Initiatives and offerings will be developed at one or more offsite meetings using a template deck and guidance that will be developed by the Plan Review Committee. PA Leads will review and sign-off on the initiatives and offerings.

Following Leads sign-off, the Management Committees will oversee development of detailed chapter outlines and narrative drafts. The Management Committees will be provided with a template for chapter outlines, which will be developed by the Plan Review Committee, with the help of the Consultant. Detailed chapter outlines will be due in mid-November, 2026 and a draft narrative chapter will be due in mid-December, 2026. A more detailed schedule will be set up by the Plan Review Committee for successive rounds of review and revision.

Tasks will include:

Develop detailed Planning Timeline: Work with the Plan Review Committee to finalize a detailed timeline for plan development consistent with regulatory and statutory timeframes and that provides sufficient time for PA Leads review. This should include timing for all work to be completed by the Management Committees, Plan Review Committee, and PA Leads and will also involve getting feedback from the Residential Management Committee (RMC), C&I Management Committee (CIMC), Evaluation Management Committee (EMC), tables, and statewide marketing leads in developing and finalizing the timeline. This should build on the draft timeline already developed by the Plan Review Committee. There may be other groups tasked with priority areas of the Plan that may be added.

Planning Guidance: Work with the Plan Review Committee to develop a template deck and guidance for presentation of offerings to support consistency at the offsite meetings. This deck will form the basis for narrative development following Leads sign-off on initiatives and offerings. In addition to the template, the consultant will work with the Plan Review Committee to develop a checklist for the assigned PA staff drafters to use in confirming that the implications associated with their proposal have been reviewed and confirmed or integrated into other cross-cutting areas as needed. Cross-cutting items expected to be included in the checklist relate to areas such as Performance Incentives (PI), Benefit-Cost Ratio (BCR)/ tables, vendor practices and contracts, and marketing. These templates should build on the drafts already developed by the Plan Review Committee.

Develop and facilitate one planning offsite(s). Support agenda development, organize logistics, and facilitate a one to two day offsite. Detailed proposals would be developed during an initial one-day offsite with implementation and other staff across each of the areas identified above on topics where we have enough direction to begin detailed proposal development.² Each offsite would focus on development of detailed proposals based on a Plan Outline and Guidance for proposal development provided by the Plan Review Committee, with the help of the consultant, as described above. Deliverables

² We also note that there may be certain topics, such as the Regulatory and Statutory background section, or other proposals that do not require discussion at an offsite and the Plan Review Committee may choose to begin drafting immediately.

coming out of each offsite would be a deck of detailed proposals, to be shared with vendors for feedback, for eventual Leads review and sign-off.

Proposal refinement: Work with the Plan Review Committee to review and refine proposals following the initial offsite. This would include confirming that proposals had been properly integrated into other cross-cutting areas per the checklist, and helping the Plan Review Committee prepare the proposals for Leads review and sign-off. Help the Plan Review Committee track the status of each proposal and which have been signed off by the Leads and are ready for detailed drafting.

Plan drafting: Once conceptual sign-off of the proposals has been secured from the Leads, work with the Plan Review Committee to develop a template for drafting an outline of each section of the plan, plan sections, and a glossary of consistent terms to be used throughout.

Review 2025-2027 program sections and identify sections that require limited updates or removal. Offer recommendations on updates, consistent with the templates developed in the next section, and key themes identified for the Leads. Coordinate with the Plan Review Committee for compatibility with overall plan architecture.

For new proposals and sections that require significant updates, work with the Committee to provide the outline templates to the Management Committee chairs (or other assignees) and work with the chairs to address any questions and ensure the draft outlines for each section are provided for Committee review in a timely manner. Note that once the Plan Review Committee has approved the outlines, work with the Plan Review Committee to provide the section templates to the Management Committee chairs and work with the chairs to address any questions and ensure the section drafts for each sections are provided for Plan Review Committee review in a timely manner. Proposals will also need to be reviewed with the tables and statewide marketing teams and a process will need to be worked out to integrate their input, prior to Plan Review Committee review.

Draft revisions:

Review existing program descriptions and work with assigned drafters to update these sections. Review refined drafts of each section and suggest edits to ensure consistency.

Work with a copy writer to review and revise draft proposals provided to the Plan Review Committee to ensure that the Plan is consistent and written with one voice.

Work with the Plan Review Committee on any specific requests from the Department of Public Utilities for incorporation or publication of the plan.

Work with the Plan Review Committee to review and finalize draft sections of the plan and incorporate into a consolidated Draft Plan. Support the Committee to secure sign-

off from the PA Leads and Counsel in time for submission of the 2028-2030 Plan on March 31 to the EEAC.

Attend regular team calls. Check in with Plan Review Committee on critical priorities and messaging expected to be woven through all plan sections. We will need to determine the cadence of these meetings, initially it may be every two weeks and then more frequently, perhaps daily, as we get close to the deadlines for submission of draft and final plans.

Revise internal draft based on feedback from EEAC. Work with the Plan Review Committee and Management Committees to incorporate changes to the Draft Plan based on comments received from the EEAC on July 1. Work with the Plan Review Committee to organize feedback received, assign each piece of the response to a person or committee, and organize a process to track notes as to whether the feedback was incorporated. This information will be used to help draft a response to the EEAC and secure PA Leads sign-off within 45 days. The response is anticipated to follow prior responses, which included a spreadsheet with the EEAC feedback or recommendation; details on whether the recommendation was addressed/ addressed in part/ not addressed; if addressed, a reference to the location in the plan where it is or will be included; and any other relevant details on why or how the recommendation is addressed. Please review the prior template for the response from 2025-2027 to build on. Additionally, we do anticipate providing an updated draft of the plan shortly after the response but a specific date has not been determined at this time.

Final program sections drafted and delivered for November 1 filing. Work with the Plan Review Committee to refine and finalize the plan draft and secure final PA Leads sign-off on the Plan to be filed with the Department. In the last iteration, the PAs needed assistance with the Testimony. Similar assistance may be needed for this upcoming Plan as well.

Ad Hoc Tasks, as assigned. The PAs may be asked to deliver additional tasks as directed by the Department of Public Utilities. These may include activities such as answering questions as part of Testimony, but it would not be limited to this.

Deliverables & Timeline

All dates provided below are preliminary and subject to change based on when the engagement begins and further development of a detailed timeline under Task 1.

- Detailed Planning Timeline – Early October 2026
- Planning Guidance and Outline and Plan Section Templates – Early October
- Offsite Planning – Early November 2026

- Dates secured, draft agenda – Early October
 - Final agenda and materials – Mid-October
- Refined Proposals ready for Leads Review –October/ November
- Outlines approved – December
- Initial drafts under review – January
- Draft plan sections ready for Leads Review/ feedback – Feb. 1
- Final draft approved by PA Leads – March 15
- Draft submitted to EEAC – March 31
- EEAC feedback incorporated and response ready for Leads review – Around July 30
- Feedback and response to EEAC on comments submitted – August 14
- Near final draft - TBD
- Final draft with Executive Summary for Leads Review – October 1
- Final draft signed off by Leads and ready for submission -- October 25

ATTACHMENT B

VENDOR SERVICES AGREEMENT SHORT FORM

1. **Parties.** The parties to this Vendor Services Agreement (VSA) are the Cape Light Compact JPE (Compact) and [insert] (Vendor).
2. **Term.** This VSA is effective as of [insert] and will continue in force and effect until [insert]. The Compact will have the right to terminate or suspend this VSA at any time for any reason.
3. **Services and Points of Contact.** Vendor agrees to provide the Services described in Exhibit A. Vendor names [insert], as the day-to-day point of contact for the Compact for all issues arising under this VSA. The Compact names [insert] to be the day-to-day point of contact for Vendor for all issues arising under this VSA.
4. **Compensation and Invoicing.** Vendor will be compensated by the Compact for the Services in accordance with the terms, rates and budget restrictions set forth in Exhibit B (Compensation) attached hereto. Vendor will submit monthly invoices to the Compact by the 10th day of each month. 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. The PAs may also elect to pay through a third party vendor that would then bill the PAs their allocated costs.
5. **General Performance Standard and Warranty.** Vendor assumes professional and technical responsibility for the performance of the Services and will comply with (a) all relevant industry standards and practices for the delivery of Services; and (b) applicable laws and professional licensing requirements. If the Services provided by Vendor are defective, Vendor will, at its sole expense and at the Compact's option, promptly (a) re-perform the nonconforming Services; or (b) refund the amount of money paid by the Compact for such nonconforming Services and reimburse the Compact for the costs of cure. Additional warranties may be set forth in Exhibit A (Services).
6. **Intellectual Property Rights; Work for Hire.** Vendor agrees that any work of authorship created or developed by Vendor during performance or delivery of Services to the Compact in the course of the rendering of the Services to the Compact will be deemed a "work for hire," and the exclusive property of the Compact.
7. **Insurance.** Vendor will obtain commercial general liability insurance with minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate, such other insurance as is customary in Vendor's industry, and such other insurance as may be specified by the Compact. The Compact reserves the right to impose other insurance related requirements on Vendor as it deems necessary.

8. **Indemnification.** To the fullest extent allowed by law, Vendor will indemnify and hold harmless the Compact from any loss, damage, liability, cost (including, but not limited to, reasonable attorneys' fees and costs), charge, expense, or third-party claim or cause of action directly or indirectly caused by or arising out of or in any way connected with (i) any act or omission of Vendor in breach of this VSA, (ii) any negligence or willful misconduct of Vendor (or its agents, employees, subcontractors, and suppliers), (iii) any equipment, property or facilities used, owned, leased or supplied by Vendor (or its agents, subcontractors, and suppliers), or (iv) failure of Vendor or its subcontractors to comply with applicable law.

9. **Confidentiality and Customer Information.** To the extent Vendor (or its subcontractors or any other party acting by or on behalf of Vendor) is provided or has access to the Compact's customer information, the following provisions apply: Vendor warrants and represents that Vendor and its subcontractors and all other persons or entities having access to the customer information by or through Vendor 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 VSA. Such safeguards will include 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 to the Compact. Vendor 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. **The disclosure and use of the Compact's customer information is also be governed by the Mutual Confidentiality and Nondisclosure Agreement dated March 18, 2022 as amended, and Vendor will be required to acknowledge and be bound by such agreement if it has access to such customer information.**

10. **Miscellaneous.** **A)** Vendor understands and agrees that the Compact is a governmental entity, specifically a joint powers entity, and that its constituent government members have no liability whatsoever for any of the debts and liabilities of the Compact or its obligations under this VSA. **B)** This VSA, all relations and any claims between the Parties will be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of law. Exclusive venue for any judicial proceeding involving a dispute arising from this VSA will be Barnstable County Superior Court, Massachusetts. **C)** Vendor will maintain books, records, and other compilations of data pertaining to the requirements of this VSA to the extent and in such detail as will properly substantiate claims for payment under this VSA. Vendor agrees that the Compact may audit Vendor's books, records, and other compilations of data associated with the performance of this VSA to ascertain that the payments requested by Vendor represent the value of the Services. All records will be kept for a period of seven (7) years commencing on the first day after final payment under this VSA. **D)** No subcontract or assignment of any of its duties or responsibilities will relieve or discharge Vendor from any obligation or liability under this VSA. **E)** Vendor will execute, acknowledge and deliver such documents and assurances, reasonably requested by the Compact in order to effectuate the purposes and to carry out the terms of this VSA (which may include a diversity

questionnaire). **F)** Vendor's indemnification and insurance obligations will survive the expiration or termination of this VSA for a period of three (3) years.

VENDOR

CAPE LIGHT COMPACT JPE

Signature

Print Name: _____

Title: _____

Address: _____

Date: _____

Signature

Print Name: _____

Cape Light Compact JPE Administrator &

Chief Procurement Officer

261 Whites Path, Unit 4

South Yarmouth, MA 02664

Date: _____

ATTACHMENT C

**DIVERSITY CERTIFICATION AND
LANGUAGES QUESTIONNAIRE**

[To be completed and returned with contract execution package]

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

Minority Business Enterprise (MBE)

Y / N

Women Business Enterprise (WBE)

Y / N

Veteran Business Enterprise (VBE)

Y / N

Small Business Purchasing Program (SBPP)

Y / N

Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)

Y / N

Disability Owned Business Enterprise (DOBE)

Y / N

Lesbian Gay Bisexual Transgender Business Enterprise (LGBTBE)

Y / N

Portuguese Business Enterprise (PBE)

Y / N

Disadvantaged Business Enterprise (DBE)

Y / N

Airport Concession-DBE (ACDBE)

Y / N

Small Business Enterprise (SBE)

Y / N

2. Is Vendor a non-profit organization (NPO) that has been certified by the SDO as an M/NPO, W/NPO or M/W/NPO?

Y / N

_____M/NPO _____W/NPO _____M/W/NPO

3. Has Vendor been certified by any of the following certain third-party organizations recognized by the SDO as providing valid diversity certifications?

Supplier Diversity Office – State (SDO)

Y / N

City of Boston (COB)

Y / N

Women’s Business Enterprise National Council (WBENC)

Y / N

National Minority Supplier Development Council (NMSDC)

Y / N

National Gay and Lesbian Chamber of Commerce (NGLCC)

Y / N

DISABILITY:IN

Small Business Administration (SBA)

Y / N

National Veteran Owned Business Association (NAVOBA)

Y / N

DCAMM

Y / N

MassDOT Office (UCP)

Y / N

Massport

Y / N

4. Do any of the following additional diversity designations apply to Vendor?

Alaskan Native Corporation or Indian Tribe (ANC)

Y / N

Historically Black College and University/Minority Institutions (HBCU/MI)

Y / N

Historically Underutilized Business Zone (HUBZ)

Y / N

Small Disadvantaged Business (SDB)

Y / N

Veteran Owned Small Business (VOSB)

Y / N

Service-Disabled Veteran Owned Small Business (SDVOSB)

Y / N

Woman Owned Small Business (WOSB)

Y / N

5. Is Vendor federally certified as a Disadvantaged Business Enterprise (DBE)?

Y / N

6. The Compact allows diverse-owned businesses to confirm their ownership status through self-certification. If Vendor's business is greater than 50% owned, operated, and controlled by an individual or individuals that fall into one of the categories listed in questions 1-5 above, please state Vendor's diversity status:

Provide a brief description of the ownership structure or other criteria that qualifies Vendor for the status(es) described above:

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

8. Does Vendor provide the Services set forth in Exhibit A in one more of the following languages:

Spanish, Portuguese, Mandarin, Cantonese, Haitian Creole, or other?

Y / N

If yes, please list the languages:

ATTESTATION/CERTIFICATION STATEMENT

I affirm that the diversity information provided by Vendor is to the best of my knowledge true, accurate, and complete. Furthermore, I affirm that I am authorized to make this attestation on behalf of Vendor.

Vendor Name

Date

Name & Title of Individual Attesting Status

ATTACHMENT D

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

Vendor Name

ATTACHMENT E

COMPARATIVE EVALUATION CRITERIA

1. General Quality of Response

Highly Advantageous: Proposer submits the most extensive and clear Proposal; met RFP requirements (including format), understanding of Project, completeness of Proposal.

Acceptable: Proposer meets all RFP requirements (including format), understanding of Project, completeness of Proposal.

Not Advantageous: Proposer meets all basic Proposal requirements, some follow-up for clarification and amplification of Proposal elements may be allowed.

Unacceptable: Proposer does not meet one or more RFP requirements.

2. General Background Statements (Section 6(B))

Highly Advantageous: Proposer's background statements indicate that (i) there have not been insolvency proceedings in the last five (5) years; (ii) there has been no litigation in the last five (5) years; (iii) there has been no investigation by a state or federal agency in the last five (5) years; and (iv) there have been no consumer complaints filed with a state, federal, or local agency, against the business or affiliate within the last five (5) years.

Acceptable: Proposer's background statements indicate that (i) there have been no insolvency proceedings in the last five (5) years; and (ii) there has been one (1) or more instances of litigation, investigation or complaints in the last five (5) years, but Proposer provided a reasonable and satisfactory explanation of such events.

Not Advantageous: Proposer's background statements indicate that either (i) there has been insolvency proceedings in the last five (5) years; or (ii) there have been numerous instances of litigation, investigation or complaints in the last five (5) years.

Unacceptable: Proposer's background statements indicate that (i) there has been insolvency proceedings in the last five (5) years; and (ii) there have been numerous instances of litigation, investigation or complaints in the last five (5) years.

3. Project Team/Staffing Requirements (Section 6(C))

Highly Advantageous: Proposer's Project Team resumes demonstrate continuous involvement in the relevant fields including demonstrated experience, and show a broad range of skills sufficient to complete the Project. Key staff has outstanding personal recommendations and specifically relevant experience. Organizational capacity available to complete the Project is strong.

Advantageous: Proposer’s Project Team resumes demonstrate involvement in the relevant fields and show adequate skills sufficient to complete the Project. Key staff has good personal recommendations. Organizational capacity available to complete the Project is adequate.

Not Advantageous: Proposer’s Project Team resumes show sporadic involvement in the relevant fields and some of the skills sufficient to complete the Project.

Unacceptable: Proposer’s resumes show sporadic involvement in the relevant fields and show few of the skills sufficient to complete the Project. Also, proposer has a conflict of interest implementing energy efficiency programs for the PAs or as a consultant for an EEAC stakeholder in the energy efficiency space.

4. Related Experience (Section 6(D)(2))

Highly Advantageous: Proposer cites five (5) or more examples of past work on similar projects.

Advantageous: Proposer cites three (3) or more examples of past work on similar projects.

Not Advantageous: Proposer cites one (1) or more examples of past work on similar projects.

Unacceptable: Proposer has no experience with similar projects.

5. Reference Checks (Section 6(E))

Highly Advantageous: Outstanding recommendations from all reference checks, at least three (3) of which involved similar projects.

Advantageous: Outstanding recommendations from all reference checks.

Not Advantageous: Good or “would-repeat” recommendations.

Unacceptable: Some references which indicate caution or express reservations.

6. Redlined Contract (Section 6(F))

Highly Advantageous: Proposer submits no or few changes to the Contract, or the changes submitted provided clarity or improved the Contract.

Advantageous: Proposer submits some changes to the Contract.

Not Advantageous: Proposer submits many changes to the Contract.

Unacceptable: Proposer submits a heavily redlined Contract or proposes changes to the non-negotiable terms.

7. Interviews (if applicable)

Highly Advantageous: Members of Proposer's key staff represented Proposer at the interview presentation. Proposer demonstrated in a clear and effective oral presentation/interview a high level of expertise and experience in the services required in this RFP. Proposer provides complete, highly satisfactory answers and provides a presentation that demonstrates good understanding of the Compact's particular needs.

Advantageous: Members of Proposer's key staff represented Proposer at the interview presentation. Proposer demonstrated in a clear and effective oral presentation/interview a moderate level of expertise and experience in the services required in this RFP. Proposer provides thoughtful, well-considered answers and a thorough presentation at interview.

Not Advantageous: Proposer was not able to demonstrate in a clear and effective oral presentation/interview a moderate level of expertise and experience in the services required in this RFP. Proposer provides satisfactory answers and presentation at interview.

Unacceptable: Proposer provides unsatisfactory answers, a poor presentation, or does not attend interview.

ATTACHMENT F
PROPOSAL CHECKLIST

Proposer has submitted the following as part of its Proposal:

- ___ 1. Cover letter with signature. [Section 6(A)]
- ___ 2. Statement that the Proposal is submitted in accordance with this RFP, and that Proposer has read and understands all sections of the RFP. [Section 6(A)]
- ___ 3. Business names, address and taxpayer identification. [Section 6(B)]
- ___ 4. Company profile. [Section 6(B)]
- ___ 5. Four background statements. [Section 6(B)]
- ___ 6. Identification of Project staff and assigned roles. [Section 6(C)]
- ___ 7. Resumes for key staff. [Section 6(C)]
- ___ 8. Organizational capacity. [Section 6(C)]
- ___ 9. Resumes, experience and qualifications of subcontractors or consultants. [Section 6(C)]
- ___ 10. Schematic diagram. [Section 6(C)]
- ___ 11. Statements regarding related experience. [Section 6(D)]
- ___ 12. References. [Section 6(E)]
- ___ 13. Redlined Contract (incl. insurance exceptions) or Contract acceptance letter. [Section 6(F)] [Attachment B]
- ___ 14. Diversity certification documentation. [Section 6(G)] [Attachment C]
- ___ 15. Certificate of Non-Collusion. [Section 6(H)] [Attachment D]
- ___ 16. Separate Pricing Proposal (including pricing schedule and budgets). [Section 7]
- ___ 17. Proposal Checklist (this document). [Section 6(H)] [Attachment F]
- ___ 18. Other from Specific Qualifications. Indication of a current Master Service Agreement (MSA) with any or all of the other PAs. [Section 6(I)]